

PROJECT MANUAL

FOR

**Lab B266 Renovation
2014-040C**

at

Science Building

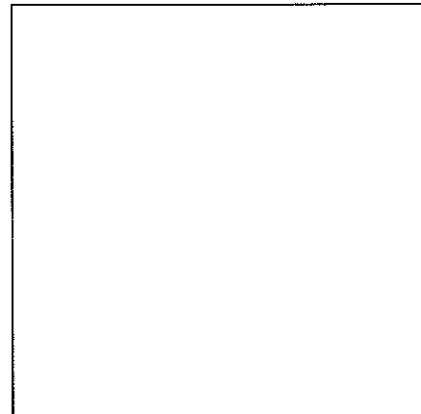
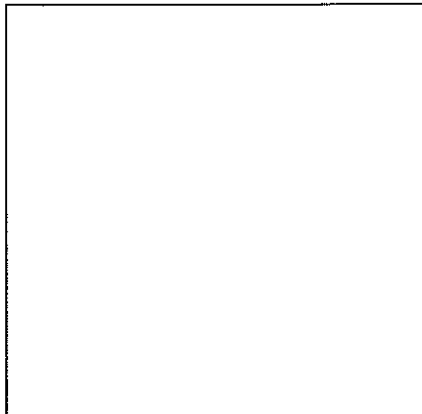
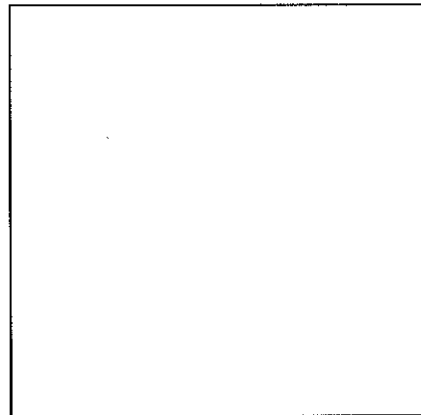
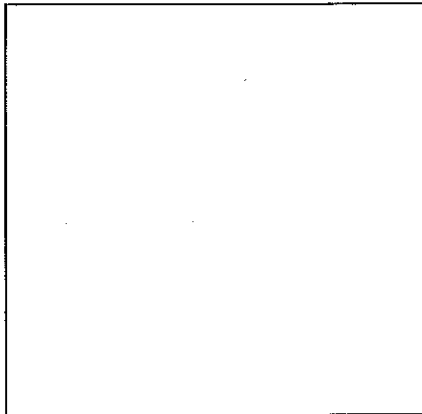
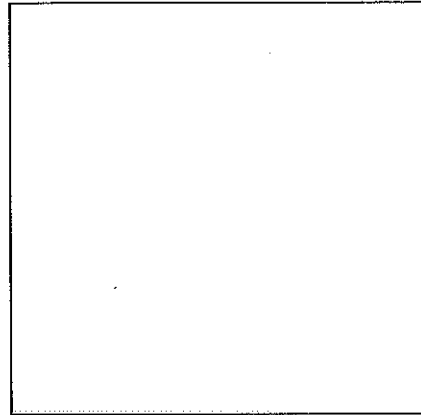
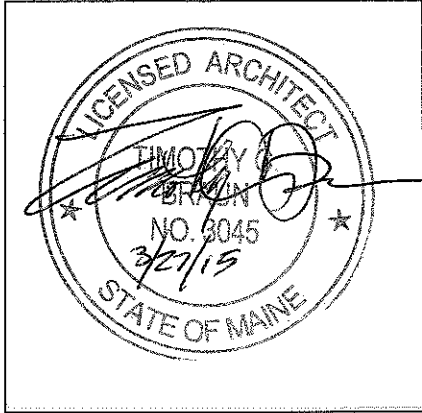
University of Southern Maine
Portland, MAINE

Prepared by:

University of Southern Maine
February 2015

**B266 Lab Renovation
University of Southern Maine
Project #2014-040C**

Professional Seal Page



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University of Maine - USM Portland

Lab B266 Renovation -#2014-040C

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**Notice to Contractors
(Advertisement)**

Sealed Bids in envelopes plainly marked for: **Lab B266, 2014-040C**, addressed to:

**University of Southern Maine,
c/o Timothy Braun
Building Construction Engineer
25 Bedford Street, Portland, Maine 04104**

Bids will be received until **1:00 p.m. on April 23, 2015 at University of Southern Maine- Portland Campus, 25 Bedford Street, Portland, Maine 04104 in the Facilities Management conference room**, at which time they will be opened and read aloud. Notice to Proceed is anticipated shortly after the bid opening. Start of Construction is May 18th and Substantial Completion is August 1, 2015.

Sealed Bids may also be hand delivered to **Facilities Management, 25 Bedford Street, on the University of Southern Maine –Portland Campus**. Proposals received after the stated time will not be considered and will be returned unopened. Proposals must be accompanied by a satisfactory Bid Bond, as prescribed in Section 00 43 13, for 5% of the Proposal (checks will not be accepted).

The University System reserves the right to waive all formalities and reject any and all proposals or to accept any proposal.

The successful bidder will be required to furnish a 100% Performance Bond and 100% Payment Bond to cover the execution of the contract which shall be in conformity with the form of Bonds contained in Sections 00 61 13.13 and 00 61 13.16 of the Specifications and for the contract amount.

Project Summary: The University of Southern Maine, a member of the University of Maine System desires to procure construction services to upgrade existing Physics Lab B266. Renovation to include removal and replacement of existing cabinets, ceilings, lights, and work tables.

A **Mandatory** pre-bid meeting and site walk-through will be held on **March 31, 2015 at 10:00 AM** at the Science Building Lobby, 70 Falmouth Street, Portland Maine. **Bidding contractors must attend to be considered** and subcontractors are strongly encouraged to attend.

Electronic copies of the Plans and Specifications may be obtained by prospective bidders on or about March 27, 2015 from: **Timothy Braun, University of Southern Maine, tbraun@usm.maine.edu**.

Additional information may be obtained at: **<http://www.usm.maine.edu/facilities/current-projects>**

The documents may be examined at the following places:

AGC of Maine, 188 Whitten Road, Augusta ME 04332-5519, (207) 622-4741; smetrano@agcmaine.org
McGraw-Hill Construction/Dodge, 224 Gorham Road, Scarborough, ME 04074, (207) 883-4856;
[Dodge Document NA@mcgraw-hill.com](mailto:Dodge_Document_NA@mcgraw-hill.com), [Dodge ReocNA@mcgraw-hill.com](mailto:Dodge_ReocNA@mcgraw-hill.com)
Construction Summary of NH, Maine & VT: info@constructionsummary.com; (800) 321-8856
University of Southern Maine, 25 Bedford Street, Portland, Maine 04104
University of Southern Maine, 30 University Way, Gorham, Maine 04038
University of Maine System, 16 Central Street, Bangor, Maine 04401

The University of Maine System in all its activities, subscribes and adheres to the provisions of the Civil Rights Act of 1964 as amended to date. General contractors, subcontractors, and product suppliers bidding on this project must subscribe and adhere to same. There shall be no discrimination in employment because of race, color, religion, sex, sexual orientation, including transgender status or gender expression, national origin or citizenship status, age, disability, genetic information, or veterans status in employment, education, and all other areas of the University.

**University of Southern Maine
Robert W. Bertram
Executive Director of Facilities Management
for**

NOTICE TO CONTRACTORS

(Advertisement)

The **University of Southern Maine** is seeking bids for the following construction project:
Lab B266 Renovation, 2014-040C

Project Summary: The University of Southern Maine, a member of the University of Maine System desires to procure construction services to upgrade existing Biology Lab B160. Renovation to include removal and replacement of existing cabinets, ceilings, lights, and work tables

Bids will be received until **1:00 p.m. April 23, 2015**, at which time they will be opened and read aloud.

A **Mandatory** pre-bid meeting and site walk-through will be held on **March 31, 2015 at 10:00 a.m.** at the Science Building Lobby, 70 Falmouth Street, Portland Maine. **Bidding contractors must attend to be considered** and subcontractors are strongly encouraged to attend.

Additional information may be obtained at: **<http://www.usm.maine.edu/facilities/current-projects>**

SECTION 00 21 13
Instructions to Bidders

1. At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents, including all addenda. The failure or omission of any bidder to receive or examine any form, instrument, or document shall not relieve any bidder from any obligation in respect to the bid. The Owner reserves the right to accept or reject any or all bids as may best serve the interests of the University of Maine System.
2. Subject to the University System's right, reserved herein, to accept or reject any or all bids, the General Contractor will be selected on the basis of the sum of the lowest base bid, plus such of the alternates as the University System desires to use.
3. The University System is exempt from the payment of Federal Excise Taxes on articles not for resale and the Federal Transportation Tax on all shipments. The Contractor shall quote less these taxes. Upon application, exemption certificates will be furnished when required.
4. No proposal may be withdrawn during a period of thirty (30) calendar days immediately following the opening thereof.
5. No contract may be assigned, sublet or transferred without the written consent of the University of Maine System.
6. All individuals not residents of this State must comply with the provisions of 14 M.R.S.A. §704-A.
7. The successful bidder, or bidders, will be required to furnish 100% Contract Bonds to cover the execution of the contract, in accordance with Article 23 of the General Conditions.
8. Contractors may be required to furnish a statement of their business experience, record of accomplishments, and financial responsibility, at the discretion of the University System.
9. The base bid shall be based on the materials, methods, equipment and products, as specified.
10. The Contractor shall submit his/her bid on the University provided Bid Form (00 41 13).
11. Any materials, methods, equipment and products not herein specified, but worthy of consideration by any General or Subcontractor, may be introduced by a separate letter attached to the regular bid. The Bidder shall state the cost comparison with the specified materials, methods, equipment and products, and the reason for the suggested substitution. It shall be understood by all bidders that the attached letter proposing substitutions shall not be used to determine the low bidder and that all bids are based on specified products.
12. Telegraphic or facsimile proposals will not be considered, but modification of proposals already submitted will be considered if received prior to the hour set for receipt of proposals. If the telegram or facsimile discloses the amount of the proposal, the proposal will be declared invalid. The bidder bears full responsibility to assure that the correction is delivered to the proper location and within the time required.
13. Where a bidder wishes a product to be considered an "approved equal" for bidding purposes, the product, along with all supporting documentation, shall be submitted to the architect for review a minimum of 10 calendar days prior to the bid opening date or the file bid due date, if file bids are required on the project. Products which are determined to be an "approved equal" for bidding purposes shall be listed in an addendum issued so as to be received by bidders no less than 72 hours prior to the bid date or the file bid due date if file bids are required.
14. Where the Proposal Form requires the tabulation of subcontractors other than "File Bidders," the Bidder shall list the name of the firm the bidder intends to use in the event the bidder receives the contract award.
15. Bidders may appeal the award decision by submitting a written protest to the University of Maine System Director of Facilities within 5 business days of the date of the award notice (Notice of Award) with a copy of the protest to the successful bidder. The protest must contain a statement of the basis for the challenge.

Bid Form

BIDDER:

University of Maine, **UNIVERSITY OF SOUTHERN MAINE**
c/o **Timothy Braun**
Building Construction Engineer
P. O. Box 9300, 25 Bedford Street, Portland, ME 04104-9300

Having carefully examined the form of contract, general conditions and plans and specifications contained therein for the **Lab B160 Renovation, #2014-040B**, as well as the premises and conditions affecting the work, we the undersigned propose to furnish all labor, equipment and materials necessary for and reasonably incidental to the construction and completion of this contract for the sum of _____ Dollars (\$_____).

Alternate Prices:

Alternate #1 _____ Alternate #2 _____ Alternate #3 _____ Alternate #4 _____

This proposal includes the cost of 100% Performance Bond plus 100% Payment Bond.

The receipt of the following addenda to plans and specifications is hereby acknowledged:

ADDENDUM # _____ DATED _____ ADDENDUM # _____ DATED _____

Any material or materials not specified in the bidding document but worthy of consideration may be introduced by the bidder by a separate letter attached to this Proposal. A cost comparison must be included giving the comparison with the Material specified and reason for suggested substitution. The basic bid shall be as specified.

The undersigned agrees, if this bid is accepted, to sign a contract and deliver it, along with the bonds and affidavits for all insurance specified within twelve (12) calendar days after the date of notification of such acceptance, except if the 12th day falls on a Saturday, Sunday or holiday, then the conditions will be fulfilled if the required documents are received before 12 o'clock noon on the day following the holiday, or the Monday following the Saturday or Sunday, and as a guarantee thereof, herewith submits a bid bond as required.

The undersigned agrees, if awarded the Contract, to complete the work on or before August 1, 2014. The undersigned also agrees, if awarded the Contract, that no more than 80% of contract amount will be sublet to other contractors.

Signed _____

By _____

Address _____

Date _____

NOTE: If bidder is a corporation, write State of Incorporation, and if partnership, give full names of all partners.

Bid Security Form

KNOW ALL BY THESE PRESENTS, THAT WE, the undersigned, as PRINCIPAL _____ and _____ as SURETY, are hereby held and firmly bound unto the Treasurer of the UNIVERSITY OF MAINE SYSTEM in the penal sum of _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, signed this _____ day of _____, 20__.

The condition of the above obligation is such that whereas the Principal has submitted to _____ a certain proposal, attached hereto and hereby made a part hereof, to enter into a contract in writing for the _____.

NOW THEREFORE,

- (a) If said proposal shall be rejected, or, in the alternate
- (b) If said proposal shall be accepted and the Principal shall execute and deliver a contract in the form of contract attached hereto (properly completed in accordance with said proposal) and shall furnish a bond for faithful performance of said contract, and for the payment of all persons performing labor or furnishing material in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said proposal, then this obligation shall be void, otherwise the same shall remain in force and effect: It being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the principal may accept such proposal, further said Surety does hereby waive notice of any such extension.

In the event suit is brought upon this bond by the Treasurer of the UNIVERSITY OF MAINE SYSTEM, Surety shall pay reasonable attorneys' fees and costs incurred by the Treasurer of the UNIVERSITY OF MAINE SYSTEM in such suit.

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set above.

PRINCIPAL

By:

L.S.

SURETY

SURETY ADDRESS

By:

L.S.

*** Date ***

*** Contractor ***

*** Address ***

*** City, State Zip ***

RE: Notice of Award *** Project Name and Campus ***

Dear *** Contractor Name ***:

You are hereby notified that the *** Campus *** acting on behalf of the University of Maine System accepts your Bid of ***\$* Total Amount including as statement as to any alternates that are included *** for the above named project, subject to final resolution of any bid protests and the parties' ability to establish and confirm final terms, as well as the execution of a written contract and your furnishing satisfactory bonds within twelve (12) calendar days as provided in the bidding documents.

This Notice of Award will permit you to proceed with the ordering of materials and scheduling the work so that the project can be completed on time. Should you fail to execute a contract or furnish satisfactory bonds within the stipulated time; the bid bond accompanying your proposal will be forfeited to the University of Maine System as liquidated damages.

Enclosed are three (3) originals of your contract agreement for signature. Further, please have your surety provide three (3) originals of the Performance Bond and the Payment Bond, as prescribed in Sections 00 61 13.13 and 00 61 13.16 of the bid document, and a properly executed "Power of Attorney." Please advise your surety agent that the bonds should carry the same date as this Notice of Award and the Contract Agreement. All copies of the signed contract, bonds and insurance certificates should be forwarded directly to this office. Once they are completely signed, a bound copy of the contract will be returned for your use.

Prior to your starting any work on the construction site, this office must receive Certificates of Liability Insurance as specified in Section Article 11 of AIA Document A201 – 2007 General Conditions of the Contract for Construction and Section 00 73 00.01 University of Maine System Supplemental Conditions. Please advise your surety that the certificate holder should be as follows: University of Maine System, 16 Central Street, Bangor, Maine 04401.

The day-to-day administrative and technical details of this project will be administered by the Project Manager. The Project Manager for this project is *** Project Manager's Name ***. All correspondence relative to the day-to-day administration of the project should be directed to *** Address ***.

A pre-construction conference on this project will be scheduled as soon as possible. This conference must be attended by your firm's authorized representative, as well as by your project superintendent.

Sincerely yours,

*** Chief Financial Officer Name ***

Chief Financial Officer

Enclosures

cc: UM System Office

UNIVERSITY OF MAINE SYSTEM

Construction Contract Agreement

THIS AGREEMENT is made and entered into the ____ day of ____ 20____, by and between the Contractor *Contractor and Address * and the University of Maine System acting by and through the University of *Campus and Address *.

WITNESSETH: That the Owner and the Contractor for the considerations hereinafter named agree as follows:

ARTICLE 1. SCOPE OF THE WORK

The Contractor shall furnish all of the materials and perform all of the work described in the Contract Documents entitled ____, prepared ____, acting as and in these Contract Documents entitled the Architect and/or Engineer.

ARTICLE 2: START AND TIME OF COMPLETION

The date of the commencement of work shall be the date of this Agreement or the following date ____ and shall be substantially completed on or before ____ subject to adjustments as provided in the Contract Documents.

The Contractor and the Contractor's surety, if any, shall be liable for and shall pay the Owner the following stipulated liquidated damages for each calendar day of delay after the date established for Substantial Completion until the Work is substantially complete: ____ Dollars \$____ per calendar day.

ARTICLE 3: THE CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Contract as follows ____ Dollars \$____ subject to adjustments as provided in the Contract Documents

The Contract Sum is based upon the following alternatives and Unit Prices, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

Alternate (1) ____	Alternate (2) ____	Alternate (3) ____
Unit Prices		
Item ____	Price ____	
Item ____	Price ____	

Final payment shall be made after completion and acceptance of the work as provided in the Contract Documents.

ARTICLE 4: THE CONTRACT DOCUMENTS

The Contract Documents for this project, except for modifications issued after execution of this agreement, consist of:

- .1 This agreement.
- .2 AIA Document A201-2007, General Conditions of the Contract for Construction, as modified by University of Maine System 00 73 00.01 Supplementary Conditions to A201-2007.
- .3 The Specifications as outlined in the Project Manual (Name and date).

- .4 The Drawings as listed in the Project Manual.
- .5 The Addenda (List the addenda and dates issued).
- .6 Other documents if any (List any other documents that are intended to be part of the Contract)

ARTICLE 5: OWNER’S REPRESENTATIVES

The Owner’s Representative on this project will be _____, who is authorized to sign contracts and other legal documents related to this project on behalf of the Owner.

The Owner’s Project Manager on this project will be _____.

The Owner and the Contractor hereby agree to the full performance of the covenants herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate on the day and year first above written.

UNIVERSITY OF MAINE SYSTEM

_____ Company

_____ Company

By: _____
 Signature Authority Name
 Signature Authorities Title
 University of Maine * Location *

By: _____
 Title

_____ Witness

_____ Witness

Performance Bond Form

Bond No. _____

KNOW ALL BY THESE PRESENTS THAT (1)_____ (2)_____ of (3) _____ and State of _____, as PRINCIPAL, and (4) _____, a corporation duly organized under the laws of the State of _____ and having a usual place of business in _____, as SURETY, are held and firmly bound unto the University of Maine System in the sum of _____ Dollars (\$_____), to be paid said Treasurer of the University of Maine System, or successor in office, for which payment well and truly to be made, Principal and Surety bind themselves, their heirs, executors and administrators, successors and assigns, jointly and severally by these presents.

The condition of this obligation is such that if the Principal shall promptly and faithfully perform the Contract entered into on the (5)_____ day of _____, A.D., 20_____ for the construction of (6)_____ then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the University of Maine System.

Signed and sealed this (5)_____ day of _____, 20_____.

WITNESSES:

SIGNATURES:

LS
LS
LS

Bonding Company Agent:

Company: _____
Street: _____
City, State, Zip: _____
Telephone: _____

- (1.) Correct name of Contractor
- (2.) A corporation, a partnership, or an individual, as the case may be.
- (3.) Contractor's address with City name
- (4.) Correct name of Surety
- (5.) Same date as that of contract.
- (6.) Name of Project as designated in contract.

If Contractor is partnership, all partners should execute bond. A Power of Attorney document, together with a statement that it still is in effect shall be provided by the person executing this bond. Bond must be countersigned by a Resident Maine Agent.

****DO NOT ALTER LANGUAGE****

Payment Bond Form

Bond No. _____

KNOW ALL BY THESE PRESENTS THAT (1)_____ (2)_____ of _____ and State of _____, as Principal, and (3)_____, a corporation duly organized under the laws of the State of _____, and having a usual place of business in _____, as Surety, are held and firmly bound unto the University of Maine System in the sum of _____ Dollars (\$_____) for the use and benefit of claimants* as herein below defined, for the payment whereof Principal and Surety bind themselves, their heirs, executors and administrators, successors and assigns, jointly and severally by these presents.

The condition of this obligation is such that if the Principal shall promptly satisfy all claims and demands incurred for all labor and materials, used or required by the Principal in connection with the work contemplated in the Contract entered into on the (4)_____ day of _____, A.D., 20_____, for the construction of (5)_____, and shall fully reimburse the obligee for all outlay and expense which said obligee may incur in making good any default of said principal, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

*A Claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract.

Signed and sealed this (6)_____ day of _____, 20_____.

WITNESS:

SIGNATURES”

_____	By	LS	_____
_____	By	LS	_____
_____	By	LS	_____

Bonding Company Agent:

Company: _____

Street: _____

City, State, Zip: _____

Telephone: _____

- (1.) Correct name of Contractor
- (2.) A corporation, a partnership, or an individual, as the case may be.
- (3.) Correct name of Surety
- (4.) Same date as that of contract.
- (5.) Name of Project as designated in contract.
- (6.) Same date as that of Contract.

If contractor is partnership, all partners should execute bond.

A Power of Attorney document, together with a statement that it still is in effect shall be provided by the person executing this bond.

Bond must be countersigned by a Resident Maine Agent.

****DO NOT ALTER LANGUAGE****


AIA® Document G715™ – 1991
Supplemental Attachment for ACORD Certificate of Insurance 25-S
(This document replaces AIA Document G705, Certificate of Insurance.)
PROJECT (Name and address):

INSURED UNIVERSITY OF MAINE SYSTEM
 16 Central Street, Bangor, ME 04401

	Yes	No	N/A
A. General Liability			
1. Does the General Aggregate apply to this Project only?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Does this policy include coverage for:			
a. Premises - Operations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Explosion, Collapse and Underground Hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Personal Injury Coverage?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Products Coverage?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Completed Operations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Contractual Coverage for the Insured's obligations in A201?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. If coverage is written on a claims-made basis, what is the:			
a. Retroactive Date?			
b. Extended Reporting Date?			
B. Worker's Compensation			
1. If the Insured is exempt from Worker's Compensation statutes, does the Insured carry the equivalent Voluntary Compensation coverage?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Final Payment Information			
1. Is this certificate being furnished in connection with the Contractor's request for final payment in accordance with the requirements of Sections 9.10.2 and 11.1.3 of AIA Document A201, General Conditions of the Contract for Construction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. If so, and if the policy period extends beyond termination of the Contract for Construction, is Completed Operations coverage for this Project continued for the balance of the policy period?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. Termination Provisions			
1. Has each policy shown on the certificate and this Supplement been endorsed to provide the holder with 30 days notice of cancellation and/or expiration? List below any policies which do not contain this notice.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E. Other Provisions			

 Authorized Representative

 Date of Issue

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

PRODUCER	<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</p>
INSURERS AFFORDING COVERAGE	
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS																
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$																
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$																
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$																
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <hr/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$																
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%;"></td> <td style="width:10%;">WC STATU-TORY LIMITS</td> <td style="width:10%;">OTH-ER</td> <td style="width:10%;"></td> </tr> <tr> <td></td> <td>E.L. EACH ACCIDENT</td> <td></td> <td>\$</td> </tr> <tr> <td></td> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td>\$</td> </tr> <tr> <td></td> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td>\$</td> </tr> </table>		WC STATU-TORY LIMITS	OTH-ER			E.L. EACH ACCIDENT		\$		E.L. DISEASE - EA EMPLOYEE		\$		E.L. DISEASE - POLICY LIMIT		\$
	WC STATU-TORY LIMITS	OTH-ER																			
	E.L. EACH ACCIDENT		\$																		
	E.L. DISEASE - EA EMPLOYEE		\$																		
	E.L. DISEASE - POLICY LIMIT		\$																		
	OTHER																				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____	CANCELLATION
		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
		AUTHORIZED REPRESENTATIVE

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Sample

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible; or
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a)** Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b)** Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1)** A watercraft while ashore on premises you own or rent;
- (2)** A watercraft you do not own that is:
 - (a)** Less than 26 feet long; and
 - (b)** Not being used to carry persons or property for a charge;
- (3)** Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4)** Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a)** The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
- (b)** the operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1)** The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2)** The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1)** War, including undeclared or civil war;
- (2)** Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3)** Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1)** Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2)** Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3)** Property loaned to you;
- (4)** Personal property in the care, custody or control of the insured;

- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a side-track agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and

- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of websites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

COVERAGE C MEDICAL PAYMENTS**1. Insuring Agreement**

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations; provided that:
 - (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All costs taxed against the insured in the "suit".
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";

- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
- (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
- (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
 - (2) "Property damage" to property:
 - (a) Owned, occupied or used by,
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
 - b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.
- ### SECTION III – LIMITS OF INSURANCE
1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage **C**;
 - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage **B**.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage **A**; and
 - b. Medical expenses under Coverage **C** because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

- b.** To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the non-renewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.
5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;
 if such property can be restored to use by:
 - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

- b. Your fulfilling the terms of the contract or agreement.
9. "Insured contract" means:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- Paragraph f. does not include that part of any contract or agreement:
- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
 - (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.
10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
11. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

- b.** Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- 18.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
 - a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 19.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 20.** "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

- (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a)** You;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired; and
- (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2)** The providing of or failure to provide warnings or instructions.
- c.** Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

- (1)** Work or operations performed by you or on your behalf; and
- (2)** Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
- (2)** The providing of or failure to provide warnings or instructions.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
<p>EXAMPLE</p>	
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 25 04 03 97

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Location(s):

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to operations at a single designated "location" shown in the Schedule above:
1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGES A** (SECTION I), and for all medical expenses caused by accidents under **COVERAGES C** (SECTION I), which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:
1. Any payments made under **COVERAGES A** for damages or under **COVERAGES C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Location General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.
- D.** For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:
- "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E.** The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

Sample



AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER: University of Maine System 16 Central Street, Bangor, ME 04401-5106	PROJECT: University of Maine System Project	APPLICATION NO: 001 PERIOD TO: CONTRACT FOR: CONTRACT DATE: PROJECT NOS: / /	Distribution to: OWNER: ARCHITECT: CONTRACTOR: 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	\$	0.00
(Line 3 less Line 6)		

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.

Sales Tax Form

Date _____

TO: _____
Vendor Name

Vendor Address

Vendor City State Zip

I hereby certify under penalties of perjury, that:

I am engaged in the performance of a construction contract on a project for the University of Maine System which is a Sales Tax exempt organization under the Maine Sales and Use Tax Law, Section 1760, subsection 2 and 16;

This Project is titled: _____
Project Title

This project is located at: _____
Campus Name or Town

This certificate is issued to cover purchases of materials that will be permanently incorporated into the real property belonging to the exempt organization or government agency indicated above.

Signed: _____
Authorized Signature

FIRM _____



AIA[®] Document G707A[™] – 1994

Consent of Surety to Reduction in or Partial Release of Retainage

PROJECT: *(Name and address)*
University of Maine System
Project

ARCHITECT'S PROJECT NUMBER:

OWNER:

ARCHITECT:

CONTRACT FOR:

CONTRACTOR:

TO OWNER: *(Name and address)*
University of Maine System
16 Central Street
Bangor, ME 04401-5106

CONTRACT DATED:

SURETY:

OTHER:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

on bond of
(Insert name and address of Contractor)

, SURETY,

hereby approves the reduction in or partial release of retainage to the Contractor as follows:

, CONTRACTOR,

The Surety agrees that such reduction in or partial release of retainage to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

as set forth in said Surety's bond.

, OWNER,

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

(Surety)

(Signature of authorized representative)

Attest:
(Seal):

(Printed name and title)

STORED MATERIALS

University of Maine * Location *
 * Campus Address *

Project Title: _____
 Location: _____
 Contractor: _____

Materials and/or equipment (hereinafter "Materials") that have not yet been incorporated into the work may be delivered and suitably stored, at the site or some other location agreed upon by the Owner. The Materials listed below have been estimated at 100% of the cost and will be stored at _____. The Owner will reimburse the Contractor based upon the prices included on the Schedule of Values Form, 00 62 73(AIA G703), less the cost of installation. The Contractor must complete sufficient copies of this Stored Materials Form, 00 62 79, to accompany the Application for Payment. The Contractor shall secure the signature of its bonding company on all forms and shall also provide a Power of Attorney from the bonding company.

SCHEDULE

Qty	Material/Equipment	Item in AIA G703		Unit Wholesale Price	Extended Wholesale Price
		Item No	Unit Price		
Total					

Surety _____ By: _____
Power of Attorney Must be Attached Attorney-in-Fact
 Date: _____

BILL OF SALE

The Contractor, _____, (will store/has stored) certain Materials (at the site of this project/at an approved warehouse/at bonded warehouse) and will be paid in accordance with the provisions of the General Conditions of the Contract for Construction. In consideration of the sum of \$_____ paid to the contractor by the Owner, and, in compliance with the provisions of the Contract, and, with the intention to be legally bound, the Contractor does hereby grant, bargain, sell and deliver unto the Owner, its successors and assigns, all and singular, the Materials described in the schedule above. The Contractor agrees that:

1. Contractor has good title to the Materials, free and clear of all liens and encumbrances, and title is granted to the Owner;
2. The Materials will be used only in the construction of the above referenced project, under the provisions of the Contract, and will not be diverted elsewhere without the prior written consent of the Owner;
3. The Materials have been delivered to and are at the places approved for storage, and they are clearly marked and identified as the property of the Owner and are stored in a safe and secure manner to protect from damage or loss;

4. The Contractor will pay all expenses in connection with the sale, delivery, storage, protection and insurance of Materials granted to the Owner.
5. The Contractor will remain responsible for the Materials, which will remain under its custody and control for all losses, and will fully indemnify the Owner for the cost of the Materials should the Materials be lost or damaged or stolen, regardless of exclusions in insurance policies required under this document. The contractor has insured the Materials against loss or damage by fire (with extended coverage), theft and burglary, with loss payable to the Owner;
6. The Contractor agrees that the quantities of Materials set forth in the Schedule of Values Form represents the maximum quantities for which it may be entitled to payment under the provisions of the contract;
7. The following information is included with this form:
 - (1) An Application for Payment;
 - (2) An invoice or copy of an invoice for Materials stored;
 - (3) Evidence of payment, or when payment has not been made, a letter on the Contractor's letterhead authorizing payment to be made jointly to the Contractor and the Supplier;
 - (4) Photographs showing the stored Materials and its location;
 - (5) a fire and theft insurance policy rider for the stored Materials.
 - (6) a warehouseman's receipt acknowledging that the Materials being stored at the warehouse are being held for the benefit of the Contractor or/or University.

Witness:

By: _____ (SEAL)
Principal/Contractor-Individual

Witness:

Principal/Contractor-Individual

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

Attest:

Principal/Contractor-Corporation

Secretary

By: _____
President

AIA[®] Document G716™ – 2004

Request for Information (“RFI”)

TO:

FROM:

PROJECT:

University of Maine System Project

ISSUE DATE:

RFI No. 001

PROJECT NUMBERS: /

REQUESTED REPLY DATE:

COPIES TO:

RFI DESCRIPTION: *(Fully describe the question or type of information requested.)*

REFERENCES/ATTACHMENTS: *(List specific documents researched when seeking the information requested.)*

SPECIFICATIONS:

DRAWINGS:

OTHER:

SENDER’S RECOMMENDATION: *(If RFI concerns a site or construction condition, the sender may provide a recommended solution, including cost and/or schedule considerations.)*

RECEIVER’S REPLY: *(Provide answer to RFI, including cost and/or schedule considerations.)*

BY

DATE

COPIES TO

Note: This reply is not an authorization to proceed with work involving additional cost, time or both. If any reply requires a change to the Contract Documents, a Change Order, Construction Change Directive or a Minor Change in the work must be executed in accordance with the Contract Documents.


AIA Document G710™ – 1992
Architect's Supplemental Instructions

PROJECT *(Name and address):*
University of Maine System Project

**ARCHITECT'S SUPPLEMENTAL
INSTRUCTION NO:**

OWNER:

ARCHITECT:

CONSULTANT:

CONTRACTOR:

FIELD:

OTHER:

OWNER *(Name and address):*
University of Maine System
16 Central Street
Bangor, ME 04401-5106

DATE OF ISSUANCE:

CONTRACT FOR:

FROM ARCHITECT *(Name and
address):*

CONTRACT DATE:

TO CONTRACTOR *(Name and
address):*

ARCHITECT'S PROJECT NUMBER:

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgment that there will be no change in the Contract Sum or Contract Time.

DESCRIPTION:

ATTACHMENTS:

(Here insert listing of documents that support description.)

ISSUED BY THE ARCHITECT:

(Signature)

(Printed name and title)


AIA® Document G714™ – 2007
Construction Change Directive

PROJECT: (Name and address) University of Maine System Project TO CONTRACTOR: (Name and address)	DIRECTIVE NUMBER: DATE: CONTRACT FOR: CONTRACT DATED: ARCHITECT'S PROJECT NUMBER:	OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONSULTANT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
---	--	--

You are hereby directed to make the following change(s) in this Contract:
 (Describe briefly any proposed changes or list any attached information in the alternative)

PROPOSED ADJUSTMENTS

- The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
 - Lump Sum decrease of \$0.00
 - Unit Price of \$ per
 - As provided in Section 7.3.3 of AIA Document A201-2007
 - As follows:
- The Contract Time is proposed to (). The proposed adjustment, if any, is days.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

ARCHITECT (Firm name)

OWNER (Firm name)

CONTRACTOR (Firm name)

ADDRESS

ADDRESS

ADDRESS

BY (Signature)

BY (Signature)

BY (Signature)

(Typed name)

(Typed name)

(Typed name)

DATE

DATE

DATE

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User Notes:

(810562134)

AIA[®] Document G709[™] – 2001

Work Changes Proposal Request

PROJECT *(Name and address):*
University of Maine
System Project

OWNER *(Name and address):*

FROM ARCHITECT *(Name and address):*

PROPOSAL REQUEST NUMBER:

DATE OF ISSUANCE:

CONTRACT FOR:

CONTRACT DATE:

ARCHITECT'S PROJECT NUMBER:

OWNER:

ARCHITECT:

CONSULTANT:

CONTRACTOR:

FIELD:

OTHER:

TO CONTRACTOR *(Name and address):*

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Within () days, the Contractor must submit this proposal or notify the Architect, in writing, of the date on which proposal submission is anticipated.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

DESCRIPTION *(Insert a written description of the Work):*

ATTACHMENTS *(List attached documents that support description):*

REQUESTED BY THE ARCHITECT:

(Signature)

(Printed name and title)


AIA Document G701™ – 2001
Change Order

PROJECT <i>(Name and address):</i> University of Maine System Project	CHANGE ORDER NUMBER: DATE:	OWNER: <input type="checkbox"/>
TO CONTRACTOR <i>(Name and address):</i>	ARCHITECT'S PROJECT NUMBER: CONTRACT DATE: CONTRACT FOR:	ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

The original Contract Sum was	\$	0.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	0.00
The Contract Sum will be increased by this Change Order in the amount of	\$	0.00
The new Contract Sum including this Change Order will be	\$	0.00

The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

_____ ARCHITECT <i>(Firm name)</i>	_____ CONTRACTOR <i>(Firm name)</i>	_____ OWNER <i>(Firm name)</i>
_____ ADDRESS	_____ ADDRESS	_____ ADDRESS
_____ BY <i>(Signature)</i>	_____ BY <i>(Signature)</i>	_____ BY <i>(Signature)</i>
_____ <i>(Typed name)</i>	_____ <i>(Typed name)</i>	_____ <i>(Typed name)</i>
_____ DATE	_____ DATE	_____ DATE


AIA® Document G704™ – 2000

Certificate of Substantial Completion

PROJECT:
(Name and address):
University of Maine System Project

PROJECT NUMBER: /
CONTRACT FOR: General Construction
CONTRACT DATE:

OWNER: ARCHITECT: CONTRACTOR: FIELD: OTHER:

TO OWNER:
(Name and address):
University of Maine System
16 Central Street
Bangor, ME 04401-5106

TO CONTRACTOR:
(Name and address):

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty

Date of Commencement

ARCHITECT

BY

DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: \$0.00

The Contractor will complete or correct the Work on the list of items attached hereto within Zero (0) days from the above date of Substantial Completion.

CONTRACTOR

BY

DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at _____ (time) on _____ (date).

OWNER

BY

DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

**University of Maine System
Certificate of Completion
(Final)**

CONTRACT DATED:

PROJECT NAME:

SUSTANTIAL COMPLETION DATE:

FINAL COMPLETION is defined, in accordance with Article 9 of the General Conditions, as the date certified by the Architect when all the Work of the Project is fully complete, the Close-Out requirements of Paragraph 9.10 of the General Conditions have been completed, including the Close-Out Meeting and approval of Close-Out by the Architect, in accordance with Subparagraph 9.10.2, and the Contract fully performed in accordance with the Contract Documents, and the Contractor entitled to final payment.

The CONTRACTOR certifies that the Work is fully completed and was completed on or before _____, 20____, and submits herewith:

- Application for Final Payment (AIA G702, or equal)
- Affidavit of Payments (AIA G706, or equal)
- Consent of Surety (AIA G707, or equal)
- Release of Liens (AIA G706A, or equal)
- Waiver of Lien

CONTRACTOR:

By: _____ Date: _____

The Architect has inspected the Work and has determined that the Date of Final Completion was _____, 20____.

ARCHITECT:

By: _____ Date: _____

The OWNER hereby accepts the Work as fully complete and will make final payment.

By: _____
 * Campus Signature Authority *
 * Title *
 University of Maine
 Date: _____

AIA[®] Document G706[™] – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: <i>(Name and address)</i> University of Maine System Project	ARCHITECT'S PROJECT NUMBER:	OWNER: <input type="checkbox"/>
		ARCHITECT: <input type="checkbox"/>
		CONTRACTOR: <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i>	CONTRACT FOR: General Construction	SURETY: <input type="checkbox"/>
	CONTRACT DATED:	OTHER: <input type="checkbox"/>

STATE OF:
COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

- Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment Yes No

CONTRACTOR: *(Name and address)*

BY: _____
(Signature of authorized representative)

(Printed name and title)

The following supporting documents should be attached hereto if required by the Owner:

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
- Contractor's Affidavit of Release of Liens (AIA Document G706A).

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

AIA[®] Document G706A[™] – 1994

Contractor's Affidavit of Release of Liens

PROJECT: <i>(Name and address)</i> University of Maine System Project2	ARCHITECT'S PROJECT NUMBER:	OWNER: <input type="checkbox"/>
	CONTRACT FOR: General Construction	ARCHITECT: <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i> University of Maine System 16 Central Street Bangor, ME 04401-5106	CONTRACT DATED:	CONTRACTOR: <input type="checkbox"/>
		SURETY: <input type="checkbox"/>
		OTHER: <input type="checkbox"/>

STATE OF: Maine
COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

BY:

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:

WAIVER OF LIEN

Date:
State of Maine
County of

TO: Office of Facilities
University of Maine System
16 Central Street
Bangor, ME 04401

SUBJECT

Project Name

Project Location

Upon receipt of the sum of _____ (being the balance due us under the existing contract or subcontract agreement for work on the Subject Project) the undersigned agrees that it will waive and release the University of Maine System from any and all lien or claim or right to lien on the Subject Project under the Statutes of the State of Maine relating to liens for labor, materials and/or subcontracts furnished for the Subject Project on premises belonging to the University of Maine System.

Signed:

Authorized Signature

Title

Firm Name:

NOTARY

Subscribed and sworn to before me this _____ day of _____, 20_____.

Signature Notary Public

AIA[®] Document G707[™] – 1994

Consent Of Surety to Final Payment

PROJECT: *(Name and address)*
University of Maine System Project

ARCHITECT'S PROJECT NUMBER:

OWNER:

CONTRACT FOR:

ARCHITECT:

TO OWNER: *(Name and address)*
University of Maine System
16 Central Street
Bangor, ME 04401-5106

CONTRACT DATED:

CONTRACTOR:

SURETY:

OTHER:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

on bond of
(Insert name and address of Contractor)

, SURETY,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety
of any of its obligations to
(Insert name and address of Owner)

, CONTRACTOR,

as set forth in said Surety's bond.

, OWNER,

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

(Surety)

(Signature of authorized representative)

Attest:
(Seal):

(Printed name and title)



AIA[®] Document A201[™] – 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

University of Maine System Project

THE OWNER:

(Name, legal status and address)

University of Maine System
16 Central Street
Bangor, ME 04401-5106

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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

Init.

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User Notes:

(895711814)

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ARTICLE 1 GENERAL PROVISIONS**§ 1.1 BASIC DEFINITIONS****§ 1.1.1 THE CONTRACT DOCUMENTS**

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

§ 1.1.2 THE CONTRACT

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

§ 1.1.3 THE WORK

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

§ 1.1.4 THE PROJECT

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

§ 1.1.5 THE DRAWINGS

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

§ 1.1.6 THE SPECIFICATIONS

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

§ 1.1.7 INSTRUMENTS OF SERVICE

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

§ 1.1.8 INITIAL DECISION MAKER

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

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

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

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

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

§ 1.3 CAPITALIZATION

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

§ 1.4 INTERPRETATION

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

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

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

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

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

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

ARTICLE 2 OWNER

§ 2.1 GENERAL

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

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

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

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

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

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

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

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

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

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

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

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

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

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

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

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

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

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

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

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

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

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

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

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

§ 3.4 LABOR AND MATERIALS

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

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

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

§ 3.5 WARRANTY

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

§ 3.6 TAXES

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

§ 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

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

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

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

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

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

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§ 3.8 ALLOWANCES

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 SUPERINTENDENT

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

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

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

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

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

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

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

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

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

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§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

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

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

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

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

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

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

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

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

§ 3.13 USE OF SITE

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

§ 3.14 CUTTING AND PATCHING

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

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

§ 3.15 CLEANING UP

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

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

§ 3.16 ACCESS TO WORK

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

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

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

§ 3.18 INDEMNIFICATION

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

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

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

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

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

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

§ 4.2 ADMINISTRATION OF THE CONTRACT

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

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

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

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

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

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

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

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

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

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

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

§ 5.3 SUBCONTRACTUAL RELATIONS

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

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 MUTUAL RESPONSIBILITY

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

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

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

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

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

§ 6.3 OWNER'S RIGHT TO CLEAN UP

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

ARTICLE 7 CHANGES IN THE WORK**§ 7.1 GENERAL**

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

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

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

§ 7.2 CHANGE ORDERS

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

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

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 7.4 MINOR CHANGES IN THE WORK

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

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

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

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

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

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

§ 8.2 PROGRESS AND COMPLETION

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

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

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

§ 8.3 DELAYS AND EXTENSIONS OF TIME

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

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

§ 9.2 SCHEDULE OF VALUES

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

§ 9.3 APPLICATIONS FOR PAYMENT

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

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

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

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

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

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

§ 9.4 CERTIFICATES FOR PAYMENT

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

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

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

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

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

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

§ 9.6 PROGRESS PAYMENTS

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

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

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

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

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

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

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

§ 9.7 FAILURE OF PAYMENT

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

§ 9.8 SUBSTANTIAL COMPLETION

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

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

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

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

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

§ 9.9 PARTIAL OCCUPANCY OR USE

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

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

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

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

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

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

§ 10.2 SAFETY OF PERSONS AND PROPERTY

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

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

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

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

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

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

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

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

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

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

§ 10.3 HAZARDOUS MATERIALS

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

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

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

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

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

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

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§ 10.4 EMERGENCIES

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

ARTICLE 11 INSURANCE AND BONDS**§ 11.1 CONTRACTOR'S LIABILITY INSURANCE**

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

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

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

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

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

§ 11.2 OWNER'S LIABILITY INSURANCE

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

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§ 11.3 PROPERTY INSURANCE

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

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

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

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

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

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

§ 11.3.2 BOILER AND MACHINERY INSURANCE

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

§ 11.3.3 LOSS OF USE INSURANCE

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

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

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

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

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

§ 11.3.7 WAIVERS OF SUBROGATION

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

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

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

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

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

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

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

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ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**§ 12.1 UNCOVERING OF WORK**

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

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

§ 12.2 CORRECTION OF WORK**§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION**

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

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

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

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

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

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

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

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

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§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

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

ARTICLE 13 MISCELLANEOUS PROVISIONS**§ 13.1 GOVERNING LAW**

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

§ 13.2 SUCCESSORS AND ASSIGNS

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

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

§ 13.3 WRITTEN NOTICE

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

§ 13.4 RIGHTS AND REMEDIES

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

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

§ 13.5 TESTS AND INSPECTIONS

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

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

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by

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such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

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

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

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

§ 13.6 INTEREST

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

§ 13.7 TIME LIMITS ON CLAIMS

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

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

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

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

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

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

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§ 14.2 TERMINATION BY THE OWNER FOR CAUSE**§ 14.2.1** The Owner may terminate the Contract if the Contractor

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

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

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

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

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

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

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

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

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

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

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

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

Init.

ARTICLE 15 CLAIMS AND DISPUTES**§ 15.1 CLAIMS****§ 15.1.1 DEFINITION**

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

§ 15.1.2 NOTICE OF CLAIMS

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

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

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

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

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

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

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

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

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

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

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

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

§ 15.2 INITIAL DECISION

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

Init.

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

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

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

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

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

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

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

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

§ 15.3 MEDIATION

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

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

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

§ 15.4 ARBITRATION

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

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

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

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

§ 15.4.4 CONSOLIDATION OR JOINDER

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

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

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

**University of Maine System
Supplementary Conditions
to**

AIA A201 2007 General Conditions of the Contract for Construction

§ 1.1.8 Add the following:

The Architect is the Initial Decision Maker for this Agreement.

§1.2.2 Add the following:

Where the Procurement Requirements include provisions that portions of the Work be File Bid in accordance with the requirements of the Maine Bid Depository System, the subcontracts for these portions of the work will cover the same scope of work as defined by the Procurement Requirements and the File Bid and shall have the same contract amount as listed in the successful bid.

§ 1.5.1 Add the following:

The provisions of this section shall not be deemed to modify the contract between the University of Maine System (the Owner) and the Architect under B102 2007 and B201 2007 and the University of Maine Supplementary Requirements to those documents regarding the Instruments of Service.

§ 1.5.2 Add the following:

The provisions of this section shall not be deemed to modify the contract between the University of Maine System (the Owner) and the Architect under B102 2007 and B201 2007 and the University of Maine Supplementary Requirements to those documents regarding the Instruments of Service.

§ 2.1.1.1 Insert the following:

§ 2.1.1.1 For the purpose of this Contract, the Owner is defined as: University of Maine System; 16 Central Street; Bangor, Maine 04401 acting through its duly authorized agent.

§2.2.1 Delete in its entirety

§3.4.2.1 Insert the following:

§ 3.4.2.1 After the Contract has been executed, the Owner and Architect may consider a formal request for substitution of products in place of those specified. The Owner shall deduct from the next payment made from the Contract Sum amounts paid to the Architect to evaluate the Contractor's proposed substitutions and to make agreed-upon changes in the Drawings and Specifications made necessary by the Owner's acceptance of the substitutions.

By making requests for substitutions, the Contractor:

.1 Represents that the Contractor has personally investigated the proposed substitute product and determined it is equal or superior in all respects to that specified;

.2 Represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;

.3 Certifies that the cost data presented is complete and includes all related costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and

.4 Will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be completed in all respects.

§3.4.4 Insert the following:

§ 3.4.4 If a wage scale prepared by the State of Maine Department of Labor, Bureau of Labor Standards, is included in the Contract Documents, such wage scale represents the minimum wages that must be paid in each category of labor employed on the project.

The provisions of Title 26 MRSA Chapter 15 Preference to Maine Workers and Contractors, apply to this project, including but not limited to:

§ 1310. Wage and benefits rates to be kept posted

A clearly legible statement of all fair minimum wage and benefits rates to be paid the several classes of laborers, workers and mechanics employed on the construction on the public work must be kept posted in a prominent and easily accessible place at the site by each contractor and subcontractor subject to sections 1304 to 1313.

§ 1311. Wage and benefit record of contractor

The contractor and each subcontractor in charge of the construction of a public work shall keep an accurate record showing the names and occupation of all laborers, workers and mechanics employed by them and all independent contractors working under contract with them in connection with the construction on the public works. The record must also show for all laborers, workers, mechanics and independent contractors the hours worked, the title of the job, the hourly rate or other method of remuneration and the actual wages or other compensation paid to each of the laborers, workers, mechanics and independent contractors. A copy of such a record must be kept at the job site and must be open at all reasonable hours to the inspection of the Bureau of Labor Standards and the public authority that let the contract and its officers and agents. It is not necessary to preserve those records for a period longer than 3 years after the termination of the contract. A copy of each such record must also be filed monthly with the public authority that let the contract. The filed record is a public record pursuant to Title 1, chapter 13, except that the public authority letting a contract shall adopt rules to protect the privacy of personal information

contained in the records filed with the public authority under this section, such as Social Security numbers and taxpayer identification numbers. The rules may not prevent the disclosure of information regarding the classification of workers or independent contractors and the remuneration they receive. Such rules are routine technical rules as defined by Title 5, chapter 375, subchapter 2-A.

§ 3.4.5 Insert the following:

§ 3.4.5 If a wage scale prepared by the U.S. Department of Labor pursuant to the provision of the Davis-Bacon Act is included in the Contract Documents, such wage scale represents the minimum wages that must be paid in each category of labor on the project. The requirements and responsibilities within the Davis-Bacon Act apply to this project.

§ 3.4.6 Insert the following:

§ 3.4.6 EQUAL EMPLOYMENT OPPORTUNITY

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

§ 3.4.6.1 The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, including transgender status or gender expression, national origin or citizenship status, ancestry, age, disability, genetic information, or veterans status. Such action shall include, but not be limited to, the following: employment, upgrading, demotions, transfers, recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

§ 3.4.6.2 The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, including transgender status or gender expression, national origin or citizenship status, ancestry, age, disability, genetic information, or veterans status.

§ 3.4.6.3 The contractor will send to each labor union or representative of the workers with which there is a collective or bargaining agreement in place, or other contract or understanding, whereby labor is being furnished for the performances of his contract, a notice, as set forth in Attachment A attached hereto, to be provided by the contracting department or agency, advising the said labor union or workers' representative of the contractor's commitment under the provisions of the contract, and shall post copies of the notice in conspicuous places available to employees and to applicants for employment.

§3.4.6.4 The contractor will cause the foregoing provisions to be inserted in all contracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor.

§ 3.4.6.5 Contractors and subcontractors with contracts in excess of \$50,000 will also pursue in good faith affirmative action programs.

§ 3.6.1 Insert the following:

§ 3.6.1 The University of Maine System is exempt from payment of taxes under the Maine Sales and Use Tax Law Title 36 Section 1760 for taxes on materials that

are permanently incorporated into the real property belonging to the University of Maine System. The University of Maine System is also exempt from the payment of Federal Excise Taxes on articles not for resale and from the Federal Transportation Tax on all shipments; exemption certificates for these taxes will be furnished when required. All quotations shall be less these taxes. The contractor shall pay all other taxes that have been or are legally enacted.

§ 3.7.4 Replace the existing § 3.7.4 with the following:

§ 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. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§3.10.1.1 Insert the following:

§ 3.10.1.1 The Contractor shall provide an updated Construction Schedule with each Application for Payment reflecting actual construction progress and activities.

§ 3.12.11 Insert the following:

§ 3.12.11 The Architect's review of the Contractor's submittals will be limited to examination of an initial submission and two (2) resubmittals. The Architects review of additional submittals will be made only with the consent of the Owner after notification by the Architect. The Owner shall deduct from the next payment made from the Contract Sum amounts paid to the Architect for evaluation of such additional submittals.

§ 3.15.3 Insert the following:

§ 3.15.3 Waste Management The University is committed to a resource management strategy which reduces to a minimum the production of waste material while reusing, recycling or composting as much as possible of the remaining materials. Contractor should strive to identify opportunities to reduce, reuse, or recycle waste from renovations or new construction, and will submit a construction waste management plan for the project.

§ 4.1.1 Replace the existing § 4.1.1 with the following:

§ 4.1.1 The Architect is a person or entity lawfully licensed to practice in the State of Maine. That person or entity is identified in the Agreement and is referred throughout the Contract Documents as if singular in number. Whenever the prime professional designer for the Work is an Engineer, the term Architect, wherever used in these documents shall have the term Engineer substituted for the term Architect. The Engineer shall be lawfully licensed to practice engineering in the State of Maine or an entity lawfully practicing engineering identified as such in the Agreement.

§ 4.2.1 Replace the existing § 4.2.1 with the following:

§ 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 final payment is due, and from time to time during the period for correction of Work described in § 12.2, and 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 Replace the existing § 4.2.2 with the following:

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

§ 4.2.2.1 The Contractor shall reimburse the Owner for compensation paid to the Architect for additional site visits made necessary by the fault, neglect as determined solely by the Owner, or request of the Contractor. The reimbursement shall be deducted from the next payment made from the Contract Sum following the Owner's payment to the Architect.

§ 4.2.3 Delete the word "reasonably" from the first sentence.

§ 4.2.10 Replace the existing § 4.2.10 with the following:

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in the contract between the Architect, AIA B102 and B201-2007 and Supplemental Requirements to be incorporated in the Contract Documents and attached hereto as Exhibit A.

§ 5.2.1 Add the following:

§ 5.2.1.1 The Contractor shall provide Owner a list of all subcontractors and independent contractors on the job site and a record of the entity to whom that subcontractor or independent contractor is directly contracted and by whom that subcontractor or independent contractor is insured for workers' compensation purposes. The list shall be presented at the preconstruction meeting and, when changes occur, at each requisition meeting as necessary. Information from this list will be placed on Owner's web site and updated as needed as required by 26 MRSA §1302-A.

§ 5.2.1.2 Where the use of the Maine Bid Depository was required by the Procurement Requirements, Subcontractors included in the Contractor's Proposal shall be the Subcontractors for the defined Work unless a change has been approved by the Owner.

§ 7.1.4 Insert the following:

§ 7.1.4 The combined overhead and profit included in the total cost to the Owner of a change in the Work shall be based on a previously agreed upon unit pricing or on the following schedule allowing for appropriate allowances for contract duration:

- .1** For the Contractor, for Work performed by the Contractor's own forces, 20% of the cost.
- .2** For the Contractor, for Work performed by the Contractor's Subcontractors, 10% of the amount due the Subcontractors.
- .3** For each Subcontractor involved, for Work performed by the Subcontractor's own forces, 20% of the cost.
- .4** For each Subcontractor involved, for Work performed by the Subcontractor's Sub-subcontractors, 10% of the amount due the Sub-subcontractor.
- .5** Costs to which overhead and profit is to be applied shall be limited to the following:
 - .1** Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
 - .2** Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
 - .3** Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
 - .4** Costs of premiums for all bonds, insurance, permit fees, and sales, use or similar taxes related to the Work; and

§ 7.1.5 When there is only an extension of Contract Time, the contractor delay claim is limited to additional costs related to supervision and field office personnel, which may be included in the overhead and profit calculation.

§ 7.1.6 In order to facilitate checking of quotations, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they are to be itemized also. In no case will a change be approved without such itemization.

§ 9.3.1.3 Insert the following:

§ 9.3.1.3 The provisions of Title 5 M.R.S.A § 1746, as amended, pertain to this project. The University shall retain five percent (5%) of each payment due the Contractor as part of the security for the fulfillment of the Contract Agreement by the Contractor, the Contractor shall not withhold a greater percentage from subcontractors. The University may, if deemed expedient by the University, cause the Contractor to be paid temporarily or permanently from time to time during the progress of the work, such portion of the amount retained as the University deems prudent or desirable.

§ 9.5.1 The word “shall” will be substituted for the word “may” in all places in § 9.5.1.

§ 9.5.1.1 Replace with the following:

§ 9.5.1.1 Defective Work, i.e. Work that does not conform to the requirements of the contract, shall include, but not be limited to, non-conforming Work, disputed Work, incomplete Work, and unacceptable Work, which is not remedied.

§ 9.5.1.1.1 The Architect shall deduct and withhold from any certification for payment an amount equal to one hundred and fifty percent (150%) the value of any defective Work.

§ 9.6.8 Insert the following:

§ 9.6.8 All Progress Payments and Final Payment are subject to the requirements of the "Maine Prompt Pay Act" Title 10 M.R.S.A. § 201-A, as amended. Payments shall be made on a timely basis in accord with the requirements of this Statute; however, the Contractor waives interest on any late payment.

§ 9.10.1.1 Insert the following:

§ 9.10.1.1 Except with the consent of the Owner, the Architect will perform no more than three (3) site reviews to determine whether the Work or a designated portion thereof has attained Final Completion in accordance with the Contract Documents. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for any additional site reviews.

§ 9.11 Insert the following:

§ 9.11 The Contractor and the Contractor’s surety, if any, shall be liable for and shall pay the Owner the sums stipulated as liquidated damages in the Contract Documents for each calendar day of delay after the date established for Substantial Completion in the Contract Documents until the Work is substantially complete.

§10.2.1 Add the following:

.4 If this Contract involves renovation, repair, or preparation of surfaces for painting in pre-1978 apartments, houses, or spaces used by child care facilities, Contractor shall use certified workers who follow the lead-safe work practices as required by the US Environmental Protection Agency's Renovation, Repair and Remodeling rule described in 40 CFR § 745.85. Notification of the tenants or users under this rule will be the responsibility of the University.

§ 10.3.2 Replace the existing §10.3.2 with the following:

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor.

§ 11.1.3 Add the following:

Certificates of Insurance filed with the University of Maine System shall indicate the Certificate Holder as University of Maine System, 16 Central Street, Bangor, Maine 04401. The Project name, campus, and general liability insurance required policy form and two required endorsements noted in Paragraph 11.1.5.1 below shall be included on the Certificate. Contractor must provide renewal certificates at least 15 days prior to expiration.

§ 11.1.4 Add the following:

Neither the Contractor nor any Subcontractors or Suppliers shall commence work at the project site under this contract until the Contractor has provided the University with a standard ACORD certificate with an attached AIA Document G715-1991 listing all insurance coverages and limits required under this section. All required insurance shall be maintained throughout the term of this contract (including correction period, defined in 12.2.2.1) and be on a primary basis, noncontributory with any other insurance carried by the University. All required insurance shall be provided by companies that have a current A.M. Best insurance rating of A- or better and that are licensed or approved to do business in the State of Maine.

§ 11.1.5 Insert the following:

§ 11.1.5 COVERAGE LIMITS - The required insurance and coverage limits are as follows:

§ 11.1.5.1 General Liability -Contractor shall provide General Liability insurance with coverage for premises and operations, products and completed operations, explosion, collapse and underground hazards, broad form property damage, contractual, personal and advertising injury liabilities. Insurance shall be provided on a standard Insurance Services Office (ISO) Commercial General Liability Form CG 00 01 12 04 or equivalent and shall include the following three endorsements or their equivalent: 1) Additional Insured—Owners, Lessees or Contractors—Scheduled Person or

Organization (CG20 10 07 04) with the University of Maine System, 16 Central Street, Bangor, ME 04401 listed as additional insured; 2) Additional Insured—Owners, Lessees or Contractors—Completed Operations (CG 20 37 07 04) with the University of Maine System, 16 Central Street, Bangor, ME 04401 listed as additional insured; and 3) Designated Construction Project General Aggregate Limit (CG 25 03 03 97)) as the Aggregate limits shall apply on a per location or job basis. The policy form and endorsements must be included on the certificate of insurance. The below required minimum insurance limits shall not be construed as a limitation of the University's rights under any insurance with higher limits and no insurance shall be endorsed to include such a limitation. General Liability insurance required minimum limits:

.1 General Aggregate	\$2,000,000
.2 Products & Completed Operations Aggregate	\$2,000,000
.3 Personal Injury Aggregate	\$1,000,000
.4 Each Occurrence for Contracts Under \$1 million	\$1,000,000
.5 Each Occurrence for Contracts \$1 million and above	\$2,000,000
.6 Personal/Advertising Injury	\$1,000,000
.7 Medical Payments (Any One Person)	\$5,000

§ 11.1.5.2 Workers' Compensation - Contractor including Independent Contractors shall provide Worker's Compensation insurance with coverage on a statutory basis according to Maine Law and apply to all personnel on the job site. Workers' Compensation insurance required minimum limits:

.1 Coverage A (Workers' Compensation)	Statutory Limits
.2 Coverage B (Employers Liability)	
.1 Bodily injury by accident	\$500,000 each accident
.2 Bodily injury by disease	\$500,000 each employee
.3 Bodily injury by disease	\$500,000 policy limit

§ 11.1.5.3 Vehicle Liability Insurance - Contractor shall provide Vehicle Liability insurance with coverage for all owned, hired/rented and non-owned vehicles. Vehicle Liability insurance required minimum limit:

.1 Combined Single Limit	\$1,000,000 each accident
	or
.2 Split Limits	\$1,000,000 bodily injury \$1,000,000 property damage

§ 11.3.1 Replace all of the existing § 11.3.1 and its subparagraphs with the following:

[NOTE: THE PROJECT MANAGER WILL MANUALLY DELETE FROM THIS SECTION THE ONE NOT SELECTED TO DESCRIBE THE TYPE OF PROJECT.]

[FOR NEW, STAND-ALONE CONSTRUCTION AND MAJOR ADDITIONS USE THIS PARAGRAPH. Use for stand-alone buildings and major additions with fire walls and fire doors separating the addition from the existing building:]

§ 11.3.1 The Contractor shall secure "All Risk" type Builder's Risk Insurance,

appropriate for the Project, with an insurance company lawfully authorized to do business in the State of Maine, and shall maintain said insurance during the contract time. The insurance shall be written on a replacement cost basis and the amount of the insurance shall not be less than the full replacement cost of the Project and Project materials. The insurance shall cover, at a minimum, losses due to fire, smoke, explosion, hail, lightning, theft, vandalism, malicious mischief, wind, collapse, riot, aircraft, and increased cost of construction. Insurance shall also cover portions of the work located away from the site but intended for use at the site, and for portions of the work in transit. In the event of a loss, the insurance deductible and any uncovered loss will be assumed by the Contractor. The insurance shall name as the insured the Contractor, the Subcontractors, the Designer, and the University. The policy must be written as the primary insurance covering the project and include endorsement providing permission to occupy in advance of project completion. A certificate of insurance verifying coverage shall be forwarded simultaneously to the Designer and the University prior to starting any work at the site. If the Contractor fails to maintain the appropriate insurance, then the Contractor shall bear all reasonable costs attributed to that failure.

[FOR RENOVATION, ALTERATION AND/OR ADDITION WORK USE THIS PARAGRAPH:]

§ 11.3.1 For this project, Property Insurance coverage, up to the total amount of the Project, will be provided by the University by adding the Project to the University's existing master property insurance. Coverage shall be included for the Contractor and all Subcontractors, as their interests may appear, while involved in the Project and until the work is completed or the contractor is otherwise advised in writing. This insurance is limited to the "all risk" type coverage provided under the University's master property insurance for direct physical loss or damage to the building or building materials related to the project, subject to standard policy limitations and exclusions. The contractor is responsible for a \$10,000 per claim deductible. Any other insurance desired by the Contractor beyond that covered by the University's insurance, or to cover the \$10,000 deductible, is the responsibility of the Contractor. This contract stands as verification of the University's property insurance coverage on the project and no further verification will be provided.

§ 11.4.1 Replace the existing §11.4.1 with the following:

§ 11.4.1 The Contractor shall furnish a Performance Bond and a Payment Bond covering the faithful performance of the contract and payment of obligations arising thereof. Bonds may be obtained through the Contractor's usual source and the cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to 100% of the Contract Sum. Should the Contract Sum change during the contract and warranty periods, the amount of the Bonds will be changed to reflect the Contract Sum.

§ 11.4.1.1 The Contractor shall deliver the required bonds to the Owner at the same time as the signed Contract Agreement is delivered to the Owner. Prior to the commencement of the Work, the Contractor shall submit satisfactory evidence that such bonds will be furnished.

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

of attorney.

§ 11.4.1.3 The Contract Bonds shall continue in effect for one year after final acceptance of each contract to protect the Owner's interest in connection with the one year guarantee of workmanship and materials and to assure settlement of claims, for the payment of all bills for labor, materials, and equipment by the Contractor.

§ 13.6 Delete §13.6 in its entirety.

§ 14.1.1.4 Delete §14.1.1.4 in its entirety.

§ 14.1.3 Delete the words "and damages"

§ 14.4.3 Replace the existing §14.4.3 with the following:

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

§ 15.4.1 Replace the existing §15.4.1 with the following:

§ 15.4.1 The parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement 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 this Agreement, except that the parties shall select only one Arbitrator, and there shall be no discovery. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, 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 defended.

THE MAINE HUMAN RIGHTS ACT GUARANTEES...

Equal Employment Rights

EQUAL EMPLOYMENT RIGHTS

1. The RIGHT to freedom from discrimination in employment.
2. The opportunity for an individual to secure employment without discrimination... is declared to be a CIVIL RIGHT.

The Maine Human Rights Act prohibits discrimination because of race, color, sex, sexual orientation, age, physical or mental disability, genetic pre-disposition, religion, ancestry or national origin.

The Maine Human Rights Act also prohibits discrimination because of filing a claim or asserting a right under the Worker's Comp Act or retaliation under the Whistleblower's Act.

UNLAWFUL EMPLOYMENT DISCRIMINATION

1. For any employer to fail or refuse to hire an applicant
2. For any employer to discharge an employee
3. For any employer to discriminate against an employee with respect to recruitment, tenure, promotion, transfer, or compensation
4. For any employment agency to fail or refuse to classify properly or refer for employment an applicant
5. For any labor organization to exclude from apprenticeship or membership an applicant
6. For any employer, employment agency, or labor organization prior to employment or admission to membership of an individual to ask questions, keep as record, use application form, issue any notice, employ a quota system
7. For any employer, employment agency, or labor organization to retaliate against a person who has opposed a violation of the Maine Human Rights Act

Because of race, color, sex, sexual orientation, age, physical or mental disability, genetic pre-disposition, religion, ancestry or national origin or because of asserting a claim under the Worker's Comp Act or Whistleblower's Act.

MAINE = HUMAN RIGHTS COMMISSION

IF YOU FEEL YOU HAVE BEEN DISCRIMINATED AGAINST, CONTACT THE COMMISSION OFFICE.
51 STATE HOUSE STATION, AUGUSTA, MAINE 04333-0051
PHONE (207) 624-6050 FAX (207) 624-6063 TTY 1-888-577-6690

(Rev. Dec. 28, 2005)

Printed under appropriation: 01094H1010012

Attachment A

Schedule of Liquidated Damages

Liquidated damages (a fixed amount set forth in the contract) agreed to by the owner and the contractor are intended to compensate the owner for unexcused delay in the performance of the contract. The parties agree that the purpose of the liquidated damages schedule below is to establish, in advance, a reasonable estimate of the damages that would be incurred by the owner if there is an unexcused delay, or a breach of contract, which causes the work to be extended beyond the contractual substantial completion date. This agreement of liquidated damages by the parties is made to establish the reasonableness of them to the actual damages an owner may have incur due to unexcused delays by the contractor, even though the actual damages may be an uncertain amount and unprovable.

The specific per diem rates for Liquidated Damages are **\$675 /Day**. By executing the Contract, the Contractor acknowledges that such an amount is not a penalty and that the daily amount set forth in the Contract is a reasonable per diem forecast of damages incurred by the Owner due to the Contractor's failure to complete the Work within the Contract Time.

Original Contract Amount		Per Diem Amount of Liquidated Damages
From	To	
More Than	and Including	
0	\$100,000	\$500
\$100,000	\$300,000	\$675
\$300,000	\$500,000	\$750
\$500,000	\$1,000,000	\$825
\$1,000,000	\$2,000,000	\$1,000
\$2,000,000	\$4,000,000	\$1,250
\$4,000,000	and more	\$1,500

**THIS DOCUMENT MUST BE CLEARLY POSTED AT THE PERTAINING STATE FUNDED PREVAILING WAGE
CONSTRUCTION SITE**

State of Maine
Department of Labor
Bureau of Labor Standards
Wage and Hour Division
Augusta, Maine 04333-0045
Telephone (207) 623-7906

Wage Determination - In accordance with 26 MRSA §1301 et. seq., this is a determination by the Bureau of Labor Standards, of the fair minimum wage rate to be paid laborers and workers employed on the below titled project.

Title of Project -----Portland Science Building Lab Upgrades - 6100240

Location of Project -Portland, Cumberland County

2015 Fair Minimum Wage Rates
Building 2 Cumberland County
(other than 1 or 2 family homes)

Occupation Title	Minimum			Occupation Title	Minimum		
	Wage	Benefit	Total		Wage	Benefit	Total
Asbestos/Lead Removal Worker	\$12.00	\$0.00	\$12.00	Ironworker - Reinforcing	\$20.00	\$1.23	\$21.23
Backhoe Loader Operator	\$18.00	\$2.23	\$20.23	Ironworker - Structural	\$22.65	\$6.06	\$28.71
Bricklayer	\$22.25	\$2.33	\$24.58	Laborers (Incl. Helpers & Tenders)	\$13.25	\$0.60	\$13.85
Bulldozer Operator	\$18.00	\$2.77	\$20.77	Laborer - Skilled	\$16.29	\$1.76	\$18.05
Carpenter	\$20.00	\$2.98	\$22.98	Loader Operator - Front-End	\$17.00	\$2.68	\$19.68
Carpenter - Acoustical	\$14.88	\$2.19	\$17.07	Mechanic- Maintenance	\$22.50	\$3.69	\$26.19
Carpenter - Rough	\$17.92	\$1.36	\$19.28	Mechanic- Refrigeration	\$22.00	\$3.80	\$25.80
Cement Mason/Finisher	\$17.50	\$1.44	\$18.94	Millwright	\$23.50	\$3.54	\$27.04
Communication Equip Installer	\$24.81	\$3.57	\$28.38	Oil/Fuel Burner Servicer & Installer (Licensed)	\$23.50	\$3.35	\$26.85
Concrete Pump Operator	\$19.00	\$3.35	\$22.35	Painter	\$15.00	\$0.00	\$15.00
Crane Operator <15 Tons	\$20.00	\$1.41	\$21.41	Paver Operator	\$20.00	\$2.26	\$22.26
Crane Operator =>15 Tons)	\$24.50	\$4.81	\$29.31	Pipe/Steam/Sprinkler Fitter	\$23.00	\$2.90	\$25.90
Crusher Plant Operator	\$18.65	\$3.62	\$22.27	Plumber (Licensed)	\$24.45	\$3.09	\$27.54
Dry-Wall Applicator	\$21.50	\$1.89	\$23.39	Plumber Helper/Trainee (Licensed)	\$19.60	\$2.59	\$22.19
Dry-Wall Taper & Finisher	\$22.30	\$1.86	\$24.16	Propane & Natural Gas Servicer & Inst	\$24.00	\$3.10	\$27.10
Earth Auger Operator	\$22.50	\$8.14	\$30.64	Rigger	\$19.00	\$5.52	\$24.52
Electrician - Licensed	\$25.22	\$5.49	\$30.71	Roller Operator - Pavement	\$18.75	\$5.25	\$24.00
Electrician Helper/Cable Puller (Licensed)	\$16.12	\$3.61	\$19.73	Roofer	\$16.30	\$1.64	\$17.94
Elevator Constructor/Installer	\$52.32	\$32.82	\$85.14	Sheet Metal Worker	\$16.00	\$5.22	\$21.22
Excavator Operator	\$18.00	\$1.87	\$19.87	Sider	\$16.00	\$1.73	\$17.73
Fence Setter	\$15.63	\$2.39	\$18.02	Stone Mason	\$14.50	\$0.29	\$14.79
Flagger	\$9.00	\$0.00	\$9.00	Tile Setter	\$21.50	\$4.28	\$25.78
Floor Layer	\$17.00	\$0.79	\$17.79	Truck Driver - Light	\$17.00	\$1.46	\$18.46
Glazier	\$19.82	\$1.92	\$21.74	Truck Driver - Medium	\$13.75	\$0.39	\$14.14
Grader/Scraper Operator	\$20.00	\$4.90	\$24.90	Truck Driver - Heavy	\$14.50	\$1.17	\$15.67
HVAC	\$25.00	\$3.07	\$28.07	Truck Driver - Tractor Trailer	\$15.92	\$2.73	\$18.65
Insulation Installer	\$19.00	\$2.23	\$21.23				

The Laborer classifications include a wide range of work duties. Therefore, if any specific occupation to be employed on this project is not listed in this determination, call the Bureau of Labor Standards at the above number for further clarification.

Welders are classified in the trade to which the welding is incidental.

Apprentices - The minimum wage rate for registered apprentices are those set forth in the standards and policies of the Maine State Apprenticeship and Training Council for approved apprenticeship programs.

Posting of Schedule - Posting of this schedule is required in accordance with 26 MRSA §1301 et. seq., by any contractor holding a State contract for construction valued at \$50,000 or more and any subcontractors to such a contractor.

Appeal - Any person affected by the determination of these rates may appeal to the Commissioner of Labor by filing a written notice with the Commissioner stating the specific grounds of the objection within ten (10) days from the filing of these rates with the Secretary of State.

Determination No: B2-042-2015

Filing Date: March 2, 2015

Expiration Date: 12-31-2015

A true copy

Attest:

Pamela D. Megathlin
Pamela D Megathlin
Director
Bureau of Labor Standards

BLS 424BU (R2015) (Building 2 Cumberland)

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.01 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.

1.02 SUMMARY

- A. This Section includes the following:
 - 1. Roles and Responsibilities.
 - 2. Work covered by the Contract Documents.
 - 3. Type of the Contract.
 - 4. Work schedule.
 - 5. Work under other contracts.
 - 6. Use of premises.
 - 7. Owner's occupancy requirements.
 - 8. Work restrictions.
 - 9. Specification formats and conventions.
- B. Related Sections include the following:
 - 1. Division 01 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.03 ROLES AND RESPONSIBILITIES

- A. Owner: University of Maine System for the University of Southern Maine.
- B. Architect:

1.04 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification:
 - 1. Project Location:
 - 2. Description:

1.05 TYPE OF CONTRACT

- A. Project will be constructed under a single prime contract, design bid build.

1.06 WORK SCHEDULE

- A. Substantial completion date for the work:
 - 1. The building and site shall be substantially complete as indicated in the contract documents.
- B. Final completion, including completion of interior punch list items shall be done as indicated in the contract documents.

- C. College Break Schedule: not used:

1.07 WORK UNDER OTHER CONTRACTS

- A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract. Coordinate the Work of this Contract with work performed under separate contracts.
- B. Concurrent Work: Owner will award separate contract(s) for the following construction operations at Project site. Those operations will be conducted simultaneously with work under this Contract.
 - 1. TAB.
 - 2. Security.

1.08 OWNER-FURNISHED PRODUCTS

- A. Owner will furnish products indicated and /or as specified. The Work includes providing support systems to receive Owner's equipment.
 - 1. Owner will arrange for and deliver Shop Drawings, Product Data, and Samples to Contractor.
 - 2. Owner will arrange and pay for delivery of Owner-furnished items according to Contractor's Construction Schedule.
 - 3. After delivery, Owner will inspect delivered items for damage. Contractor shall be present for and assist in Owner's inspection.
 - 4. If Owner-furnished items are damaged, defective, or missing, Owner will arrange for replacement.
 - 5. Owner will arrange for manufacturer's field services and for delivery of manufacturer's warranties to Contractor.
 - 6. Owner will furnish Contractor the earliest possible delivery date for Owner-furnished products. Using Owner-furnished earliest possible delivery dates, Contractor shall designate delivery dates of Owner-furnished items in Contractor's Construction Schedule.
 - 7. Contractor shall review Shop Drawings, Product Data, and Samples and return them to Architect noting discrepancies or anticipated problems in use of product.
 - 8. Contractor is responsible for receiving, unloading, and handling Owner-furnished items at Project site.
 - 9. Contractor is responsible for protecting Owner-furnished items from damage during storage and handling, including damage from exposure to the elements.
 - 10. If Owner-furnished items are damaged as a result of Contractor's operations, Contractor shall repair or replace them.
 - 11. Contractor shall install and otherwise incorporate Owner-furnished items into the Work.

1.09 USE OF PREMISES

- A. General: Contractor shall have limited use of premises for construction operations as indicated on Drawings by the Contract limits.
- B. Use of Site: Limit use of premises to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 - 1. Owner Occupancy: Allow for Owner occupancy of rooms and facilities adjacent to the work and use by the public.

2. Driveways and Entrances: Keep driveways parking, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- C. Use of Existing Building: Maintain existing building in a weather tight condition throughout construction period. Repair damage caused by construction operations. Protect building and its occupants during construction period.
- D. **Campus Tobacco Use Policy: A tobacco-free campus has been established at The University of Southern Maine to provide a healthy working and learning environment for the entire campus community.**
 1. The University of Southern Maine is a tobacco-free campus. This policy applies to faculty, staff, students, contractors, vendors and visitors. The use of tobacco and all smoking products is not permitted on any university-owned property, which includes but is not limited to, buildings, university grounds, parking areas, campus walkways, recreational and sporting facilities, and university or personally-owned, rented or leased vehicles.
 2. Tobacco use by definition includes the possession of any lighted tobacco products, or the use of any type of smokeless tobacco, including but not limited to chew, snuff, snus, electronic cigarettes, and all other nicotine delivery devices that are non-FDA approved as cessation products.
 3. It is the shared responsibility of all members of the campus community to respect and abide by this policy. The successful implementation of this policy depends on the courtesy and cooperation of the entire campus community.

1.10 OWNER'S OCCUPANCY REQUIREMENTS

- A. Full Owner Occupancy: Owner will occupy adjacent site and existing building during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits, unless otherwise indicated.
 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
 2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.
- B. Owner Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed areas of building, before Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and partial occupancy shall not constitute acceptance of the total Work.
 1. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied before Owner occupancy.
 2. Contractor shall obtain a Certificate of Occupancy from authorities having jurisdiction before Owner occupancy.
 3. Before partial Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On

occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of building.

4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of building.

1.11 WORK RESTRICTIONS

- A. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 1. Notify Architect and Owner not less than three days in advance of proposed utility interruptions.
 2. Do not proceed with utility interruptions without Owner's written permission.
 3. Shutdowns shall be scheduled during after hours, or during semester breaks, when the facility is not occupied.

1.12 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 50-division format and CSI/CSC's "2004 MasterFormat" numbering system.
 1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
 2. Division 1: Sections in Division 1 govern the execution of the Work of all Sections in the Specifications.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
 - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.01 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.

1.02 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections include the following:
 - 1. Division 01 Section "Unit Prices" for administrative requirements for using unit prices.
 - 2. Division 01 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

1.03 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."

1.04 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal Requests issued by Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
 - 2. Within 20 days after receipt of Proposal Request or earlier as specified in Proposal Request issued, 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 quotes on supplier's and subcontractor's letterhead for the requested change.
 - e. 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 time before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Architect.

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

C. Proposal Request Form: Use AIA Document G709 for Proposal Requests, or format as approved by the Owner.

1.05 ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, base each Change Order proposal on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
1. Include installation costs in purchase amount only where indicated as part of the allowance.
 2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
 3. Submit substantiation of a change in scope of work, if any, claimed in Change Orders related to unit-cost allowances.
 4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.
- B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the Purchase Order amount or Contractor's handling, labor, installation, overhead, and profit. Submit claims within 21 days of receipt of the Change Order or Construction Change Directive authorizing work to proceed. Owner will reject claims submitted later than 21 days after such authorization.
1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.
 2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

1.06 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Proposal Request, Architect will issue a University of Maine Change Order form for signatures of Owner and Contractor.

1.07 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

1.01 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.

1.02 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections include the following:
 - 1. Division 1 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 2. Division 1 Section "Unit Prices" for administrative requirements governing use of unit prices.
 - 3. Division 1 Section "Construction Progress Documentation" for administrative requirements governing preparation and submittal of Contractor's Construction Schedule and Submittals Schedule.
 - 4. Division 1 Section "Operation and Maintenance Data" for concurrent submittal of Preliminary Operation and Maintenance Summary with schedule of values submittal.

1.03 DEFINITIONS

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

1.04 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
 - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with Continuation Sheets.
 - b. Submittals Schedule.
 - c. Contractor's Construction Schedule.
 - 2. Submit the Schedule of Values to Architect at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
 - a. Submit Schedule of Values to the Architect in electronic format for review, comment and approval by the Owner.
 - 3. Subschedules: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values correlated with each phase of payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.

1. Cover Sheet 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.
 - f. Certification that Record Drawings have been updated and verified.
 - g. Certification that LEED documentation submittals and post purchase letter for all materials included in the Payment Application have been received and are on file, and LEED Progress Report is attached.
 - h. Certification that IDAT (Integrated Deliverables and Testing) procedures have been coordinated and completed for applicable items included in the Payment Application.
2. Submit draft of Continuation Sheets.
3. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of the Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value.
 - 1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
4. 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, providing at least one line item for each Specification Section. Provide several line items for principal subcontract amounts, where appropriate.
 - a. For each line item, provide a sublist breakdown as follows:
 - 1) Material.
 - 2) Labor.
 - 3) IDAT (Integrated Deliverables and Testing).
5. For Division 15 work, provide the following additional line item breakdown of the mechanical subcontractor's work for each Application for Payment.
 - a. Ductwork Systems.
 - b. HVAC Piping Systems.
 - c. HVAC Equipment.
 - d. HVAC Controls.
 - e. Plumbing, including fixtures and piping.
6. Documentation: Submit proper documentation for the amounts being requisitioned from subcontractors and material suppliers with each Application for Payment.
7. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
8. 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 specified, include evidence of insurance or bonded warehousing.
 - b. Only major long lead delivery items may be considered for off-site storage (Example: Long lead custom mechanical unit). Standard order and production

materials and products shall be delivered to the site before including in Application of Payment on such items.

9. 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.
10. Allowances: Provide a separate line item in the Schedule of Values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
11. Each item in the Schedule of Values and Applications for Payment shall be complete.
 - 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.
12. 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.

- C. The Contractor shall furnish to the Architect at the beginning of the project an expected monthly requisition estimate for the Owner's use in planning funding.

1.05 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: Progress Payment Applications shall be submitted to Architect not less than 7 days before monthly progress meeting. The period covered by each Application for Payment is one month, ending on the last day of the month.
 1. Submit electronic copy to Architect and to Owner for review and comment at least 7 days before monthly progress meeting. Upon receipt of review comments, prepare notarized paper copies and transmit for signing at the progress meeting.
- C. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets form for Applications for Payment.
 1. With each application, submit LEED Progress Report per Section "LEED Requirements."
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
 2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Transmittal: Submit 3 signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
 2. Submit one electronic copy of Application for Payment.

- F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 2. When an application shows completion of an item, submit final or full waivers.
 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
 5. Waiver Forms: Submit waivers of lien on University of Maine System Wavier of Lien form, executed in a manner acceptable to Owner.
- G. Record Drawing Updates: With each Application of Payment, record documents shall be maintained and current for all trades, available for viewing at a central location.
- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of Values.
 3. Contractor's Construction Schedule (preliminary if not final).
 4. Products list.
 5. Schedule of unit prices.
 6. Submittals Schedule (preliminary if not final).
 7. List of Contractor's staff assignments.
 8. List of Contractor's principal consultants.
 9. Copies of building permits and other required 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.
- I. Progress Applications for Payment: Administrative actions and submittals that must precede or coincide with submittal of progress Applications for Payment include the following:
1. Contractor's Construction Schedule update.
 2. Submittals for Work being requisitioned for are complete and approved.
 3. Submit list of completed tests, checklists, commissioning, reports, IDAT and similar requirements for the work are submitted and in compliance with the Contract Documents.
 4. Minutes of previous month's progress meeting have been distributed.
 5. Record drawings are current.
- J. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion less retainage, 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.

- K. 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, record documents, operation and maintenance data, and demonstration and training.
 2. Evidence of completion of IDAT (Integrated Deliverables and Testing).
 3. Mechanical commissioning completed and all systems in full compliance.
 4. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 5. Updated final statement, accounting for final changes to the Contract Sum.
 6. University of Maine System - Certificate of Completion.
 7. University of Maine System - Waiver of Lien.
 8. Separate Releases of Waivers of Liens from Subcontractors and material and equipment suppliers.
 9. AIA Document G707, "Consent of Surety to Final Payment."
 10. Evidence that claims have been settled.
 11. Submission of Waste Reporting Sheets and Waste Handling Certificates.
 12. 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.
 13. 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

1.01 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.

1.02 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. Coordination Drawings.
 - 2. Administrative and supervisory personnel.
 - 3. Project meetings.
- B. Related Sections include the following:
 - 1. Division 01 Section "Construction Progress Documentation" for preparing and submitting Contractor's Construction Schedule.
 - 2. Division 01 Section "Execution Requirements" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 - 3. Division 01 Section "Closeout Procedures" for coordinating Contract closeout.

1.03 COORDINATION

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
 - 4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical. Coordinate location of pipes, conduits, ducts and similar items in confined areas to assure proper fit and access. Contractor is responsible for handling interferences created by the work of subcontractors (example, sprinkler pipe interfering with installation of duct work; duct work interfering with installation of tight fixtures).
- B. Coordinate with contractors doing work for the Owner under separate contracts.
- C. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's Construction Schedule.
 2. Preparation of the Schedule of Values.
 3. Installation and removal of temporary facilities and controls.
 4. Delivery and processing of submittals.
 5. Progress meetings.
 6. Preinstallation conferences.
 7. Project closeout activities.
 8. Startup and adjustment of systems.
 9. Project closeout activities.
- E. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.

1.04 SUBMITTALS

- A. Coordination Drawings: Prepare Coordination Drawings as determined by the Contractor and subcontractors, if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.
1. Content: Project-specific information, drawn accurately to scale. Do not base Coordination Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:
 - a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
 - b. Indicate required installation sequences.
 - c. Indicate dimensions shown on the Contract Drawings and make specific note of dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect for resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
- B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
1. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

1.05 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

- A. General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.

1. Include special personnel required for coordination of operations with other contractors.

1.06 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: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.

- B. Preconstruction Conference: Schedule a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.
 1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Phasing.
 - c. Critical work sequencing and long-lead items.
 - d. Designation of key personnel and their duties.
 - e. Procedures for processing field decisions and Change Orders.
 - f. Procedures for requests for interpretations (RFIs).
 - g. Procedures for testing and inspecting.
 - h. Procedures for processing Applications for Payment.
 - i. Distribution of the Contract Documents.
 - j. Submittal procedures.
 - k. LEED requirements.
 - l. Integrated Deliverables and Testing (IDAT).
 - m. Preparation of Record Documents.
 - n. Use of the premises.
 - o. Work restrictions.
 - p. Owner's occupancy requirements.
 - q. Responsibility for temporary facilities and controls.
 - r. Construction waste management and recycling.
 - s. Parking availability.
 - t. Office, work, and storage areas.
 - u. Equipment deliveries and priorities.
 - v. First aid.
 - w. Security.
 - x. Progress cleaning.
 - y. Working hours.
 - z. USM campus operational protocols and procedures.

3. Minutes: Record and distribute meeting minutes.
 - a. Include action items and responsible party.
- 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. The Contract Documents.
 - b. Options.
 - c. Related requests for interpretations (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.
 - z. Record drawing process.
 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 - a. Include action items and responsible party.
 4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
 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. Monthly Progress Meetings: Conduct progress meetings at monthly intervals. Coordinate dates of meetings with preparation of payment requests.
1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these

- meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. 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. Application for Payment: Contractor shall bring copy of Application for Payment to meeting. Review Application for Payment and required attachments, including LEED Progress Report, record drawing and documents status, waivers of mechanic's liens, list of completed tests, checklists, commissioning, reports, IDAT and similar requirements for the work are submitted and in compliance with the Contract Documents.
 - c. 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) Work hours.
 - 10) Hazards and risks.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Status of correction of deficient items.
 - 14) Field observations.
 - 15) Requests for interpretations (RFIs).
 - 16) Status of proposal requests.
 - 17) Pending changes.
 - 18) Status of Change Orders.
 - 19) Pending claims and disputes.
 - 20) Documentation of information for payment requests.
 3. Minutes: Record and distribute the meeting minutes.
 - a. Include action items and responsible party.
 4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
 - 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.
- E. Coordination/Progress Meetings: Conduct Project coordination/progress meetings at weekly intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.

1. Attendees: In addition to representatives of Owner, 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 conference shall be familiar with Project and authorized to conclude matters relating to the Work
2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to Combined Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - b. Schedule Updating: Revise Combined Contractor's Construction Schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
 - c. Review present and future needs of each contractor present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Work hours.
 - 10) Hazards and risks.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Change Orders.
3. Conduct coordination meetings with the mechanical, plumbing, sprinkler and electrical trades. Before the trades start work in an area of the building, review structural clearances and locations of ducts, pipes, conduits, light fixtures, equipment and other items that affect location and proper fit. Prepare coordination drawings where limited space availability necessitates maximum utilization of space for efficient installation of different components. Verify depths and clearances before fabrication of ductwork.
4. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.
 - a. Include action items and responsible party.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.01 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.

1.02 SUMMARY

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Preliminary Construction Schedule.
 - 2. Contractor's Construction Schedule.
 - 3. Submittals Schedule.
 - 4. Field condition reports.
 - 5. Special reports.
- B. Related Sections include the following:
 - 1. Division 1 Section "Payment Procedures" for submitting the Schedule of Values.
 - 2. Division 1 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes.
 - 3. Division 1 Section "Submittal Procedures" for submitting schedules and reports.
 - 4. Division 1 Section "Quality Requirements" for submitting a schedule of tests and inspections.
 - 5. Division 1 Section "Integrated Deliverables and Testing (IDAT)" for submitting checklists, schedules and reports.

1.03 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 activities are activities on the critical path. They must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.
- B. Cost Loading: The allocation of the Schedule of Values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum, unless otherwise approved by Architect.
- C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

- E. Event: The starting or ending point of an activity.
- F. Float: The measure of leeway in starting and completing an activity.
 - 1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
 - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
 - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- G. Fragnet: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.
- H. Major Area: A story of construction, a separate building, or a similar significant construction element.
- I. Milestone: A key or critical point in time for reference or measurement.
- J. Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.
- K. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

1.04 SUBMITTALS

- A. Submittals Schedule: Submit three copies of schedule. Arrange the following information in a tabular format:
 - 1. Scheduled date for first submittal.
 - 2. Specification Section number and title.
 - 3. Submittal category (action or informational).
 - 4. Name of subcontractor.
 - 5. Description of the Work covered.
 - 6. Scheduled date for Architect's final release or approval.
- B. Preliminary Construction Schedule: Submit two copies.
 - 1. Approval of cost-loaded preliminary construction schedule will not constitute approval of Schedule of Values for cost-loaded activities.
- C. Contractor's Construction Schedule: Submit two copies of initial schedule, large enough to show entire schedule for entire construction period.
- D. Field Condition Reports: Submit two copies at time of discovery of differing conditions.
- E. Special Reports: Submit two copies at time of unusual event.

1.05 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.

- B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
 - 1. Secure time commitments for performing critical elements of the Work from parties involved.
 - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.01 SUBMITTALS SCHEDULE

- A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
 - 1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
 - 2. Initial Submittal: Submit concurrently with preliminary network diagram. Include submittals required during the first 60 days of construction. List those required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
 - 3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.
 - 4. The Owner will review the schedule of submittals and identify the submittals that they want to receive a copy of at the same time that the Architect's copies are sent out.

2.02 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Final Completion.
 - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
 - 1. Procurement Activities: Include procurement process activities for long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 - 2. Submittal Review Time: Include review and resubmittal times indicated in Division 1 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
 - 3. Startup and Testing Time: Include times for startup and testing.
 - 4. Integrated Deliverables and Testing (IDAT): Include adequate time and activities for IDAT requirements.
 - 5. Mechanical Commissioning: Include adequate time and activities for mechanical commissioning activities. Coordinate milestones, events and duration of activities with Owner's Commissioning Agent.

6. 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.
- 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 by Owner: Include a separate activity for each portion of the Work performed by Owner.
 3. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Division 1 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
 - D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Mechanical Commissioning, Substantial Completion, and Final Completion.

2.03 BROAD SCOPE MILESTONE SCHEDULE

- A. Submit a separate general broad scope schedule to provide a basic progress report for the Owner's use with at least ten (10) appropriate items. Examples of broad scope line items to include are: Site Work, Cast-In-Place Concrete, Framing, Rough MEP, Building Envelope, Interior Finishes, Exterior Finishes, Final MEP, Commissioning, 2 Week IAQ Flush Out, Certificate of Occupancy, LEED Documentation Progress. Update schedule on a monthly basis for submission at project meetings.

2.04 REPORTS

- A. Field 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 interpretation. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.05 SPECIAL REPORTS

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

PART 3 - EXECUTION

3.01 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
 - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 - 3. As the Work progresses, indicate Actual Completion percentage for each activity.

- B. Distribution: Distribute copies of approved schedule to Architect, 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.

END OF SECTION 013200

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 Requirements:
 - 1. Section 012900 "Payment Procedures" for submitting Applications for Payment and the schedule of values.
 - 2. Section 013200 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
 - 3. Section 017823 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
 - 4. 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."

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

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect's Digital Data Files: Electronic digital data files of the Contract Drawings will be provided by Architect for Contractor's use in preparing submittals.
 1. Architect will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawings and Project record drawings.
 - a. Architect makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
- 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 reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow 15 days for review of each resubmittal.
- D. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
 2. Name file with submittal number or other unique identifier, including revision identifier.
 - 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. Transmittal Form for Electronic Submittals: Use software-generated form from electronic project management software acceptable to Owner, containing the following information:
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect.
 - d. Name of Construction Manager.
 - e. Name of Contractor.
 - f. Name of firm or entity that prepared submittal.
 - g. Names of subcontractor, manufacturer, and supplier.
 - h. Category and type of submittal.
 - i. Submittal purpose and description.
 - j. Specification Section number and title.
 - k. Specification paragraph number or drawing designation and generic name for each of multiple items.
 - l. Drawing number and detail references, as appropriate.
 - m. Location(s) where product is to be installed, as appropriate.
 - n. Related physical samples submitted directly.
 - o. Indication of full or partial submittal.
 - p. Transmittal number, numbered consecutively.
 - q. Submittal and transmittal distribution record.
 - r. Other necessary identification.
 - s. Remarks.

- E. Options: Identify options requiring selection by Architect.
- F. Deviations and Additional Information: 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.
- G. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 - 1. Note date and content of previous submittal.
 - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 - 3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
- H. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- I. Use for Construction: Retain complete copies of submittals on Project site. Use only final action 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 copy of file as an electronic Project record document file.
 - 2. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - a. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated.
 - b. Provide a notarized statement on original paper copy certificates and certifications where indicated.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams showing factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 5. Submit Product Data before or concurrent with Samples.
 6. Submit Product Data in the following format:
 - a. PDF electronic file.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based on Architect's digital data drawing files is otherwise permitted.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
 2. Submit Shop Drawings in the following format:
 - a. PDF electronic file.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.

2. Identification: 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.
 - e. Specification paragraph number and generic name of each item.
 3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
 4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
 5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
 6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit three sets of Samples. Architect will retain two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a project record sample.
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
 2. Manufacturer and product name, and model number if applicable.
 3. Number and name of room or space.
 4. Location within room or space.
 5. Submit product schedule in the following format:
 - a. PDF electronic file.
- F. Coordination Drawing Submittals: Comply with requirements specified in Section 013100 "Project Management and Coordination."
- G. Contractor's Construction Schedule: Comply with requirements specified in Section 013200 "Construction Progress Documentation."
- H. Application for Payment and Schedule of Values: Comply with requirements specified in Section 012900 "Payment Procedures."
- I. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 017700 "Closeout Procedures."
- J. Maintenance Data: Comply with requirements specified in Section 017823 "Operation and Maintenance Data."
- K. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- L. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
- M. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- N. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- O. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- P. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- Q. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

- R. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- S. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - 1. Name of evaluation organization.
 - 2. Date of evaluation.
 - 3. Time period when report is in effect.
 - 4. Product and manufacturers' names.
 - 5. Description of product.
 - 6. Test procedures and results.
 - 7. Limitations of use.
- T. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- U. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- V. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- W. IDAT
- X. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

2.2 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF electronic file, signed and sealed by the

responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Project Closeout and Maintenance Material Submittals: See requirements in Section 017700 "Closeout Procedures."
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

- A. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions 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 unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Submittals not required by the Contract Documents ~~will~~ ~~may~~ be returned by the Architect without action.

END OF SECTION 013300

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.

1.4 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Thomson Gale's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."
- B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web 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 (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
AATCC	American Association of Textile Chemists and Colorists www.aatcc.org	(919) 549-8141
ABAA	Air Barrier Association of America www.airbarrier.org	(866) 956-5888
ABMA	American Bearing Manufacturers Association www.abma-dc.org	(202) 367-1155
ACI	American Concrete Institute www.concrete.org	(248) 848-3700
ACPA	American Concrete Pipe Association www.concrete-pipe.org	(972) 506-7216
AEIC	Association of Edison Illuminating Companies, Inc. (The) www.aeic.org	(205) 257-2530
AF&PA	American Forest & Paper Association www.afandpa.org	(800) 878-8878 (202) 463-2700
AGA	American Gas Association www.aga.org	(202) 824-7000
AHAM	Association of Home Appliance Manufacturers www.aham.org	(202) 872-5955
AHRI	Air-Conditioning, Heating, and Refrigeration Institute, The www.ahrinet.org	(703) 524-8800
AI	Asphalt Institute	(859) 288-4960

	www.asphaltinstitute.org	
AIA	American Institute of Architects (The) www.aia.org	(800) 242-3837 (202) 626-7300
AISC	American Institute of Steel Construction www.aisc.org	(800) 644-2400 (312) 670-2400
AISI	American Iron and Steel Institute www.steel.org	(202) 452-7100
AITC	American Institute of Timber Construction www.aitc-glulam.org	(303) 792-9559
ALSC	American Lumber Standard Committee, Incorporated www.alsc.org	(301) 972-1700
AMCA	Air Movement and Control Association International, Inc. www.amca.org	(847) 394-0150
ANSI	American National Standards Institute www.ansi.org	(202) 293-8020
AOSA	Association of Official Seed Analysts, Inc. www.aosaseed.com	(405) 780-7372
APA	APA - The Engineered Wood Association www.apawood.org	(253) 565-6600
APA	Architectural Precast Association www.archprecast.org	(239) 454-6989
API	American Petroleum Institute www.api.org	(202) 682-8000
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
ATIS	Alliance for Telecommunications Industry Solutions www.atis.org	(202) 628-6380
AWCMA	American Window Covering Manufacturers Association (Now WCMA)	
AWCI	Association of the Wall and Ceiling Industry www.awci.org	(703) 534-8300
AWI	Architectural Woodwork Institute www.awinet.org	(571) 323-3636
AWPA	American Wood Protection Association (Formerly: American Wood Preservers' Association) www.awpa.com	(205) 733-4077
AWS	American Welding Society www.aws.org	(800) 443-9353 (305) 443-9353
AWWA	American Water Works Association www.awwa.org	(800) 926-7337 (303) 794-7711
BHMA	Builders Hardware Manufacturers Association www.buildershardware.com	(212) 297-2122
BIA	Brick Industry Association (The) www.bia.org	(703) 620-0010
BICSI	BICSI, Inc. www.bicsi.org	(800) 242-7405 (813) 979-1991
BIFMA	BIFMA International (Business and Institutional Furniture Manufacturer's Association International) www.bifma.com	(616) 285-3963
BISSC	Baking Industry Sanitation Standards Committee www.bissc.org	(866) 342-4772
CCC	Carpet Cushion Council www.carpetcushion.org	(610) 527-3880
CDA	Copper Development Association www.copper.org	(800) 232-3282 (212) 251-7200
CEA	Canadian Electricity Association www.canelect.ca	(613) 230-9263
CEA	Consumer Electronics Association	(866) 858-1555

	www.ce.org	(703) 907-7600
CFFA	Chemical Fabrics & Film Association, Inc. www.chemicalfabricsandfilm.com	(216) 241-7333
CGA	Compressed Gas Association www.cganet.com	(703) 788-2700
CIMA	Cellulose Insulation Manufacturers Association www.cellulose.org	(888) 881-2462 (937) 222-2462
CISCA	Ceilings & Interior Systems Construction Association www.cisca.org	(630) 584-1919
CISPI	Cast Iron Soil Pipe Institute www.cispi.org	(423) 892-0137
CLFMI	Chain Link Fence Manufacturers Institute www.chainlinkinfo.org	(301) 596-2583
CPA	Composite Panel Association www.pbmdf.com	(703) 724-1128
CRI	Carpet and Rug Institute (The) www.carpet-rug.com	(800) 882-8846 (706) 278-3176
CRRC	Cool Roof Rating Council www.coolroofs.org	(866) 465-2523 (510) 485-7175
CRSI	Concrete Reinforcing Steel Institute www.crsi.org	(847) 517-1200 (800) 328-6306
CRRC	Cool Roof Rating Council www.coolroofs.org	(866) 465-2523 (510) 485-7175
CSA	Canadian Standards Association www.csa.ca	(800) 463-6727 (416) 747-4000
CSA	CSA International (Formerly: IAS - International Approval Services) www.csa-international.org	(866) 797-4272 (416) 747-4000
CSI	Construction Specifications Institute (The) www.csinet.org	(800) 689-2900 (703) 684-0300
CSSB	Cedar Shake & Shingle Bureau www.cedarbureau.org	(604) 820-7700
CTI	Cooling Technology Institute (Formerly: Cooling Tower Institute) www.cti.org	(281) 583-4087
DHI	Door and Hardware Institute www.dhi.org	(703) 222-2010
ECA	Electrical Components Association	(703)907-8024

	www.ec-central.org	
EIA	Electronic Industries Alliance www.eia.org	(703) 907-7500
EIMA	EIFS Industry Members Association www.eima.com	(800) 294-3462 (770) 968-7945
EJCDC	Engineers Joint Contract Documents Committee http://content.asce.org/ejcdc/	(703) 295-6000
EJMA	Expansion Joint Manufacturers Association, Inc. www.ejma.org	(914) 332-0040
ESD	ESD Association (Electrostatic Discharge Association) www.esda.org	(315) 339-6937
ETL SEMCO	Intertek ETL SEMCO (Formerly: ITS - Intertek Testing Service NA) www.intertek-etlsemko.com	(800) 967-5352
FIBA	Federation Internationale de Basketball (The International Basketball Federation) www.fiba.com	41 22 545 00 00
FIVB	Federation Internationale de Volleyball (The International Volleyball Federation) www.fivb.ch	41 21 345 35 35
FM Approvals	FM Approvals LLC www.fmglobal.com	(781) 762-4300
FM Global	FM Global (Formerly: FMG - FM Global) www.fmglobal.com	(401) 275-3000
FRSA	Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc. www.floridarooft.com	(407) 671-3772
FSA	Fluid Sealing Association www.fluidsealing.com	(610) 971-4850
FSC	Forest Stewardship Council www.fsc.org	49 228 367 66 0
GA	Gypsum Association www.gypsum.org	(301) 277-8686
GANA	Glass Association of North America www.glasswebsite.com	(785) 271-0208
GRI	(Part of GSI)	
GS	Green Seal	(202) 872-6400

	www.greenseal.org	
GSI	Geosynthetic Institute www.geosynthetic-institute.org	(610) 522-8440
HI	Hydronics Institute www.gamanet.org	(908) 464-8200
HI/GAMA	Hydronics Institute/Gas Appliance Manufacturers Association Division of Air-Conditioning, Heating, and Refrigeration Institute (AHRI) www.ahrinet.org	(908) 464-8200
HMMA	Hollow Metal Manufacturers Association (Part of NAAMM)	
HPVA	Hardwood Plywood & Veneer Association www.hpva.org	(703) 435-2900
HPW	H. P. White Laboratory, Inc. www.hpwhite.com	(410) 838-6550
IAPSC	International Association of Professional Security Consultants www.iapsc.org	(515) 282-8192
ICBO	International Conference of Building Officials www.iccsafe.org	(888) 422-7233
ICEA	Insulated Cable Engineers Association, Inc. www.icea.net	(770) 830-0369
ICRI	International Concrete Repair Institute, Inc. www.icri.org	(847) 827-0830
ICPA	International Cast Polymer Association www.icpa-hq.org	(703) 525-0320
IEC	International Electrotechnical Commission www.iec.ch	41 22 919 02 11
IEEE	Institute of Electrical and Electronics Engineers, Inc. (The) www.ieee.org	(212) 419-7900
IES	Illuminating Engineering Society of North America www.iesna.org	(703) 525-0320
IEST	Institute of Environmental Sciences and Technology www.iest.org	(847) 255-1561
IGMA	Insulating Glass Manufacturers Alliance www.igmaonline.org	(613) 233-1510
ILI	Indiana Limestone Institute of America, Inc. www.iliai.com	(812) 275-4426
ISA	Instrumentation, Systems, and Automation Society, The	(919) 549-8411

	www.isa.org	
ISO	International Organization for Standardization www.iso.ch	41 22 749 01 11
ISSFA	International Solid Surface Fabricators Association www.issfa.net	(877) 464-7732 (801) 341-7360
ITS	Intertek Testing Service NA (Now ETL SEMCO)	
ITU	International Telecommunication Union www.itu.int/home	41 22 730 51 11
KCMA	Kitchen Cabinet Manufacturers Association www.kcma.org	(703) 264-1690
LGSEA	Light Gauge Steel Engineers Association www.arcat.com	(202) 263-4488
LMA	Laminating Materials Association (Now part of CPA)	
LPI	Lightning Protection Institute www.lightning.org	(800) 488-6864
MBMA	Metal Building Manufacturers Association www.mbma.com	(216) 241-7333
MCA	Metal Construction Association www.metalconstruction.org	(847) 375-4718
MFMA	Maple Flooring Manufacturers Association, Inc. www.maplefloor.org	(888) 480-9138
MFMA	Metal Framing Manufacturers Association, Inc. www.metalframingmfg.org	(312) 644-6610
MH	Material Handling (Now MHIA)	
MHIA	Material Handling Industry of America www.mhia.org	(800) 345-1815 (704) 676-1190
MIA	Marble Institute of America www.marble-institute.com	(440) 250-9222
MPI	Master Painters Institute www.paintinfo.com	(888) 674-8937 (604) 298-7578
MSS	Manufacturers Standardization Society of The Valve and Fittings Industry Inc. www.mss-hq.com	(703) 281-6613
NAAMM	National Association of Architectural Metal Manufacturers www.naamm.org	(630) 942-6591

NACE	NACE International (National Association of Corrosion Engineers International) www.nace.org	(800) 797-6223 (281) 228-6200
NADCA	National Air Duct Cleaners Association www.nadca.com	(202) 737-2926
NAGWS	National Association for Girls and Women in Sport www.aahperd.org/nagws/	(800) 213-7193, ext. 453
NAIMA	North American Insulation Manufacturers Association www.naima.org	(703) 684-0084
NBGQA	National Building Granite Quarries Association, Inc. www.nbgqa.com	(800) 557-2848
NCAA	National Collegiate Athletic Association (The) www.ncaa.org	(317) 917-6222
NCMA	National Concrete Masonry Association www.ncma.org	(703) 713-1900
NCTA	National Cable & Telecommunications Association www.ncta.com	(202) 222-2300
NEBB	National Environmental Balancing Bureau www.nebb.org	(301) 977-3698
NECA	National Electrical Contractors Association www.necanet.org	(301) 657-3110
NeLMA	Northeastern Lumber Manufacturers' 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
NFHS	National Federation of State High School Associations www.nfhs.org	(317) 972-6900
NFPA	NFPA (National Fire Protection Association) www.nfpa.org	(800) 344-3555 (617) 770-3000
NFRC	National Fenestration Rating Council www.nfrc.org	(301) 589-1776
NGA	National Glass Association www.glass.org	(866) 342-5642 (703) 442-4890
NHLA	National Hardwood Lumber Association	(800) 933-0318

	www.natlhardwood.org	(901) 377-1818
NLGA	National Lumber Grades Authority www.nlga.org	(604) 524-2393
NOFMA	NOFMA: The Wood Flooring Manufacturers Association (Formerly: National Oak Flooring Manufacturers Association) www.nofma.org	(901) 526-5016
NOMMA	National Ornamental & Miscellaneous Metals Association www.nomma.org	(888) 516-8585
NRCA	National Roofing Contractors Association www.nrca.net	(800) 323-9545 (847) 299-9070
NRMCA	National Ready Mixed Concrete Association www.nrmca.org	(888) 846-7622 (301) 587-1400
NSF	NSF International (National Sanitation Foundation International) www.nsf.org	(800) 673-6275 (734) 769-8010
NSSGA	National Stone, Sand & Gravel Association www.nssga.org	(800) 342-1415 (703) 525-8788
NTMA	National Terrazzo & Mosaic Association, Inc. (The) www.ntma.com	(800) 323-9736 (540) 751-0930
NWFA	National Wood Flooring Association www.nwfa.org	(800) 422-4556 (636) 519-9663
PCI	Precast/Prestressed Concrete Institute www.pci.org	(312) 786-0300
PDI	Plumbing & Drainage Institute www.pdionline.org	(800) 589-8956 (978) 557-0720
PGI	PVC Geomembrane Institute http://pgi-tp.cee.uiuc.edu	(217) 333-3929
PTI	Post-Tensioning Institute www.post-tensioning.org	(248) 848-3180
RCSC	Research Council on Structural Connections www.boltcouncil.org	
RFCI	Resilient Floor Covering Institute www.rfci.com	(706) 882-3833
RIS	Redwood Inspection Service www.redwoodinspection.com	(925) 935-1499
SAE	SAE International www.sae.org	(877) 606-7323 (724) 776-4841
SCAQMD	South Coast Air Quality Management District	(909) 396-2000

	www.aqmd.com	
SCTE	Society of Cable Telecommunications Engineers www.scte.org	(800) 542-5040 (610) 363-6888
SDI	Steel Deck Institute www.sdi.org	(847) 458-4647
SDI	Steel Door Institute www.steeldoor.org	(440) 899-0010
SEFA	Scientific Equipment and Furniture Association www.sefalabs.com	(877) 294-5424 (516) 294-5424
SEI/ASCE	Structural Engineering Institute/American Society of Civil Engineers (See ASCE)	
SIA	Security Industry Association www.siaonline.org	(866) 817-8888 (703) 683-2075
SJI	Steel Joist Institute www.steeljoist.org	(843) 626-1995
SMA	Screen Manufacturers Association www.smacentral.org	(561) 533-0991
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association www.smacna.org	(703) 803-2980
SMPTE	Society of Motion Picture and Television Engineers www.smppte.org	(914) 761-1100
SPFA	Spray Polyurethane Foam Alliance (Formerly: SPI/SPFD - The Society of the Plastics Industry, Inc.; Spray Polyurethane Foam Division) www.sprayfoam.org	(800) 523-6154
SPIB	Southern Pine Inspection Bureau (The) www.spib.org	(850) 434-2611
SPRI	Single Ply Roofing Industry www.spri.org	(781) 647-7026
SSINA	Specialty Steel Industry of North America www.ssina.com	(800) 982-0355 (202) 342-8630
SSPC	SSPC: The Society for Protective Coatings www.sspc.org	(877) 281-7772 (412) 281-2331
STI	Steel Tank Institute www.steeltank.com	(847) 438-8265
SWI	Steel Window Institute www.steelwindows.com	(216) 241-7333

SWPA	Submersible Wastewater Pump Association www.swpa.org	(847) 681-1868
TCA	Tilt-Up Concrete Association www.tilt-up.org	(319) 895-6911
TCNA	Tile Council of North America, Inc. www.tileusa.com	(864) 646-8453
TEMA	Tubular Exchanger Manufacturers Association www.tema.org	(914) 332-0040
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
TPI	Turfgrass Producers International www.turfgrassod.org	(800) 405-8873 (847) 649-5555
TRI	Tile Roofing Institute www.tilerroofing.org	(312) 670-4177
UL	Underwriters Laboratories Inc. www.ul.com	(877) 854-3577 (847) 272-8800
UNI	Uni-Bell PVC Pipe Association www.uni-bell.org	(972) 243-3902
USAV	USA Volleyball www.usavolleyball.org	(888) 786-5539 (719) 228-6800
USGBC	U.S. Green Building Council www.usgbc.org	(800) 795-1747
USITT	United States Institute for Theatre Technology, Inc. www.usitt.org	(800) 938-7488 (315) 463-6463
WASTEC	Waste Equipment Technology Association www.wastec.org	(800) 424-2869 (202) 244-4700
WCLIB	West Coast Lumber Inspection Bureau www.wclib.org	(800) 283-1486 (503) 639-0651
WCMA	Window Covering Manufacturers Association www.wcmanet.org	(212) 297-2122
WDMA	Window & Door Manufacturers Association (Formerly: NWWDA - National Wood Window and Door Association)	(800) 223-2301 (312) 321-6802

www.wdma.com

WI	Woodwork Institute (Formerly: WIC - Woodwork Institute of California) www.wicnet.org	(916) 372-9943
WMMPA	Wood Moulding & Millwork Producers Association www.wmmpa.com	(800) 550-7889 (530) 661-9591
WSRCA	Western States Roofing Contractors Association www.wsrca.com	(800) 725-0333 (650) 570-5441
WWPA	Western Wood Products Association www.wwpa.org	(503) 224-3930

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

DIN	Deutsches Institut für Normung e.V. www.din.de	49 30 2601-0
IAPMO	International Association of Plumbing and Mechanical Officials www.iapmo.org	(909) 472-4100
ICC	International Code Council www.iccsafe.org	(888) 422-7233
ICC-ES	ICC Evaluation Service, Inc. www.icc-es.org	(800) 423-6587 (562) 699-0543

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

COE	Army Corps of Engineers www.usace.army.mil	(202) 761-0011
CPSC	Consumer Product Safety Commission www.cpsc.gov	(800) 638-2772 (301) 504-7923
DOC	Department of Commerce www.commerce.gov	(202) 482-2000
DOD	Department of Defense http://dodssp.daps.dla.mil	(215) 697-6257
DOE	Department of Energy www.energy.gov	(202) 586-9220
EPA	Environmental Protection Agency www.epa.gov	(202) 272-0167

FAA	Federal Aviation Administration www.faa.gov	(866) 835-5322
FCC	Federal Communications Commission www.fcc.gov	(888) 225-5322
FDA	Food and Drug Administration www.fda.gov	(888) 463-6332
GSA	General Services Administration www.gsa.gov	(800) 488-3111
HUD	Department of Housing and Urban Development www.hud.gov	(202) 708-1112
LBL	Lawrence Berkeley National Laboratory www.lbl.gov	(510) 486-4000
NCHRP	National Cooperative Highway Research Program (See TRB)	
NIST	National Institute of Standards and Technology www.nist.gov	(301) 975-6478
OSHA	Occupational Safety & Health Administration www.osha.gov	(800) 321-6742 (202) 693-1999
PBS	Public Buildings Service (See GSA)	
PHS	Office of Public Health and Science http://www.hhs.gov/ophs/	(202) 690-7694
RUS	Rural Utilities Service (See USDA)	(202) 720-9540
SD	State Department www.state.gov	(202) 647-4000
TRB	Transportation Research Board http://gulliver.trb.org	(202) 334-2934
USDA	Department of Agriculture www.usda.gov	(202) 720-2791
USP	U.S. Pharmacopeia www.usp.org	(800) 227-8772
USPS	Postal Service www.usps.com	(202) 268-2000

- E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

ADAAG	Americans with Disabilities Act (ADA) 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
DOD	Department of Defense Military Specifications and Standards Available from Department of Defense Single Stock Point http://dodssp.daps.dla.mil	(215) 697-2664
DSCC	Defense Supply Center Columbus (See FS)	
FED-STD	Federal Standard (See FS)	
FS	Federal Specification Available from Department of Defense Single Stock Point http://dodssp.daps.dla.mil/ Available from Defense Standardization Program www.dsp.dla.mil	(215) 697-2664
	Available from General Services Administration www.gsa.gov	(202) 619-8925
	Available from National Institute of Building Sciences www.wbdg.org/ccb	(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
F.	State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.	
CBHF	State of California, Department of Consumer Affairs Bureau of Home Furnishings and Thermal Insulation www.dca.ca.gov/bhfti	(800) 952-5210 (916) 574-2041

CCR	California Code of Regulations www.calregs.com	(916) 323-6815
CDHS	California Department of Health Services www.dhcs.ca.gov	(916) 445-4171
CDPH	California Department of Public Health, Indoor Air Quality Section www.cal-iaq.org	
CPUC	California Public Utilities Commission www.cpuc.ca.gov	(415) 703-2782
TFS	Texas Forest Service Forest Resource Development http://txforestservation.tamu.edu	(979) 458-6606

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section includes requirements for temporary facilities and controls, including temporary utilities, support facilities, and security and protection facilities.
- B. Temporary utilities include, but are not limited to, the following:
 - 1. Water service.
 - 2. Sanitary facilities, including toilets, and drinking-water facilities.
 - 3. Heating facilities.
 - 4. Ventilation.
 - 5. Electric power service.
 - 6. Lighting.
 - 7. Telephone service.
 - 8. Internet service.
- C. Support facilities include, but are not limited to, the following:
 - 1. Waste disposal facilities.
 - 2. Field office.
 - 3. Lifts and hoists.
 - 4. Construction aids and miscellaneous services and facilities.
 - 5. Snow removal.
- D. Security and protection facilities include, but are not limited to, the following:
 - 1. Environmental protection.
 - 2. Tree and plant protection.
 - 3. Perimeter enclosure fence for the site.
 - 4. Security enclosure and lockup.
 - 5. Barricades, warning signs, and lights.
 - 6. Covered walkways.
 - 7. Temporary enclosures.
 - 8. Fire protection.
- E. Related Sections include the following:
 - 1. Division 01 Section "Submittal Procedures" for procedures for submitting copies of implementation and termination schedule and utility reports.
 - 2. Division 01 Section "LEED Requirements" for additional LEED requirements.
 - 3. Division 01 Section "Construction Waste Management" for handling and processing construction debris.
 - 4. Division 01 Section "Execution Requirements" for progress cleaning requirements.

5. Divisions 02 through 33 for temporary heat, ventilation, and humidity requirements for products in those Sections.

1.03 USE CHARGES

1. Electric Power Service Water Service and Heat: The use of existing power, water and heat will be allowed for Work.

1.04 QUALITY ASSURANCE

- A. The Contractor is responsible for the implementation, monitoring, and maintenance of job site safety program for the duration of the contract.

1.05 PROJECT CONDITIONS

- A. Temporary Utilities: At earliest feasible time, when acceptable to Owner, change over from use of temporary service to use of permanent service.
 1. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.
- B. Conditions of Use: The following conditions apply to use of temporary services and facilities by all parties engaged in the Work:
 1. Keep temporary services and facilities clean and neat.
 2. Relocate temporary services and facilities as required by progress of the Work.
- C. Restrict use of noise-making tools and equipment to hours that will minimize complaints from persons or firms near the site. Construction noise from machinery, equipment, construction traffic, hammering and similar loud noises shall be restricted to the hours of 7:30 a.m. to 7:00 p.m. Obey State and local noise ordinances.
 1. Comply with Owner's requirements during hours when classes are being held.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. General: Provide new materials. Undamaged, previously used materials in serviceable condition may be used if approved by Architect. Provide materials suitable for use intended.
- B. Lumber and Plywood: Comply with requirements in Division 6 Section "Rough Carpentry."
- C. Tarpaulins: Fire-resistive labeled with flame-spread rating of 15 or less.
- D. Water: Potable.

2.02 EQUIPMENT

- A. General: Provide equipment suitable for use intended.
- B. Field Offices: Use of space within second floor being renovated will be permitted.

- C. Fire Extinguishers: Hand carried, portable, UL rated. Provide class and extinguishing agent as indicated or a combination of extinguishers of NFPA-recommended classes for exposures.
 - 1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.
- D. Self-Contained Toilet Units: Single-occupant units of chemical, aerated recirculation, or combustion type; vented; fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.
- E. Drinking-Water Fixtures: Containerized, tap-dispenser, bottled-water drinking-water units, including paper cup supply.
- F. Heating Equipment: Owner authorizes use of permanent heating system.
- G. Electrical Outlets: Properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-V plugs into higher-voltage outlets; equipped with ground-fault circuit interrupters, reset button, and pilot light.
- H. Lamps and Light Fixtures: Provide general service incandescent lamps of wattage required for adequate illumination. Provide guard cages or tempered-glass enclosures where exposed to breakage. Provide exterior fixtures where exposed to moisture.
- I. Security Fence: Perimeter security fencing shall be minimum 4 feet high, orange tensar fencing with post supports to maintain position. Provide access and entry control gates for vehicle traffic and workers as necessary.

PART 3 - EXECUTION

3.01 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.
 - 1. Coordinate with the Architect and Owner at the preconstruction meeting.
- B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.02 TEMPORARY UTILITY INSTALLATION

- A. Water Service: Obtain water required for the work from location designated by the Owner.
- B. Electrical Service: Provide required power chords and connect to existing power supply.
- C. Sanitary Facilities: Provide temporary toilets and drinking-water fixtures. Comply with regulations and health codes for type, number, location, operation, and maintenance of fixtures and facilities.
 - 1. Disposable Supplies: Provide toilet tissue, paper towels, paper cups, and similar disposable materials for each facility. Maintain adequate supply. Provide covered waste containers for disposal of used material.

2. Toilets: Install self-contained toilet units. Shield toilets to ensure privacy.
 3. Drinking-Water Facilities: Provide bottled-water, drinking-water units.
 4. Use of the Owner's existing toilet facilities will not be permitted.
- D. Heating: Heating will be by existing heating system within the facility. Provide temporary protection to reduce heat loss for the work where existing construction is disturbed at exterior wall openings.
- E. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
- F. Telephone Service: Provide temporary cellular telephone service with voice mail throughout construction period.
- G. Internet Service: Provide laptop computer service for daily use at the site. Wireless internet connection is available at the site for the contractor's use..

3.03 SUPPORT FACILITIES INSTALLATION

- A. Construction and Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Containerize and clearly label hazardous, dangerous, or unsanitary waste materials separately from other waste. Comply with Division 1 Section "Execution Requirements" for progress cleaning requirements.
1. Provide separate containers, clearly labeled, for each type of waste material to be deposited.
 2. Comply with Section "Construction Waste Management."
- B. Contractor's Field Office: Contractor will be permitted to work out of the second floor area being renovated. Keep area clean and orderly
1. The Contractor is responsible for cleaning of their floors, including access routes to the office area, and emptying trash.
- C. Lifts and Hoists: Provide facilities for hoisting materials and personnel. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

3.04 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects. Avoid using tools and equipment that produce harmful noise. Restrict use of noisemaking tools and equipment to hours that will minimize complaints from persons or firms near Project site.
- B. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from construction damage. Protect tree root systems from damage.

- C. Security Fence: Before work begins, install an enclosure fence at exterior construction area where work occurs. Provide access and entry control gates for vehicle traffic and workers as necessary. Fencing shall be such to limit access to the work area by pedestrian traffic around the site. Install in a manner that will prevent people, dogs, and other animals from easily entering the site, except by the entrance gates.
1. Locate fence so as to not hinder site work or progress on the building. Relocate without additional expense as needed during progress of the work.
 2. Provide signage to warn people to “keep out” and area is dangerous to non-construction personnel. Locate signs as recommended by AGC and USM requirements.
- D. Security Enclosure and Lockup: Install substantial temporary enclosure around partially completed areas of the building. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.
- E. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erecting structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and public of possible hazard. Where appropriate and needed, provide lighting, including flashing red or amber lights.
- F. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from unauthorized entry, exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
1. Where heating is needed and permanent enclosure is not complete, provide insulated temporary enclosures. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.
- G. Temporary Dust Partitions:
1. Provide temporary dust partitions isolating the work from occupied spaces before starting any demolition and remove after work is completed. Obtain approval from Architect before removal of partitions.
 2. Construct temporary dust partitions out of metal studs and 1/2" fire-retardant plywood on one side. Seal all gaps and around perimeter with duct tape. Temporary doors for partitions shall be 3'-0" x 6'-8" hollow core doors with standard mortise hardware, closers, weatherstripping and keyed locksets to match Owner's. Insulate partition to provide noise protection to occupied areas.
 3. All temporary dust partitions in place less than 10 days may be fire-retardant vinyl and adequately supported sealed with duct tape.
 4. Hang vinyl around area while stud and plywood temporary partition is being constructed.
 5. Insulate and weatherproof temporary partitions and doors exposed to exterior and exposed to unheated spaces.
- H. Temporary Fire Protection: Until fire-protection needs are supplied by permanent facilities, install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241. Comply with USM campus requirements.
1. Provide fire extinguishers, installed on walls on mounting brackets, visible and accessible from space being served, with sign mounted above.
 - a. Field Offices: Class A stored-pressure water-type extinguishers.
 - b. Other Locations: Class ABC dry-chemical extinguishers or a combination of extinguishers of NFPA-recommended classes for exposures.

- c. Locate fire extinguishers where convenient and effective for their intended purpose; provide not less than one extinguisher on each floor at or near each usable stairwell.
 - 2. Store combustible materials in containers in fire-safe locations.
 - 3. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire-protection facilities, stairways, and other access routes for firefighting. Prohibit smoking in hazardous fire-exposure areas.
 - 4. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition.
 - 5. Permanent Fire Protection: At earliest feasible date in each area of Project, complete installation of permanent fire-protection facility, including connected services, and place into operation and use. Instruct key personnel on use of facilities.
 - 6. Develop and supervise an overall fire-prevention and first-aid fire-protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
- I. Covered Walkway: Erect a structurally adequate, protective covered walkway for passage of persons at exits from the building with potential danger from falling objects. Comply with regulations of authorities having jurisdiction.

3.05 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage caused by freezing temperatures and similar elements.
 - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
 - 2. Snow removal: Provide snow removal necessary to do the work and maintain access to materials and temporary facilities
- C. Flooring Protection: Protect flooring against mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during construction period. Use protection methods indicated or recommended by flooring manufacturer.
 - 1. Cover flooring with undyed, untreated building paper at high traffic areas until inspection for Substantial Completion.
 - 2. Do not move heavy and sharp objects directly over flooring. Place plywood or hardboard panels over flooring and under objects while they are being moved. Slide or roll objects over panels without moving panels.
- D. Restoration of Roadways and Pavement: Roadways, pavements and curbs that are broken, damaged, settled, or otherwise defective as a result of receiving, handling, storage of materials or the performance of any work under this Contract, shall be fully restored to the satisfaction of the authorities having jurisdiction.
- E. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may

have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are the property of Contractor. Owner reserves right to take possession of Project identification signs.
2. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements in Division 1 Section "Closeout Procedures."

END OF SECTION 015000

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Requirements:
 - 1. Section 012500 "Substitution Procedures" for requests for substitutions.
 - 2. Section 014200 "References" for applicable industry standards for products specified.

1.3 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.4 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.

2. Engineer's Action: If necessary, Engineer will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Engineer will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
 - a. Form of Approval: As specified in Section 013300 "Submittal Procedures."
 - b. Use product specified if Engineer does not issue a decision on use of a comparable product request within time allocated.
- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 013300 "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.
 1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
 2. If a dispute arises between contractors over concurrently selectable but incompatible products, Engineer will determine which products shall be used.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.
- C. Storage:
 1. Store products to allow for inspection and measurement of quantity or counting of units.
 2. Store materials in a manner that will not endanger Project structure.
 3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
 4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
 5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
 6. Protect stored products from damage and liquids from freezing.

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
 - 1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 - 2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
 - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 - 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
 - 3. See other Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Section 017700 "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
 - 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 - 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 - 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 - 4. Where products are accompanied by the term "as selected," Engineer will make selection.
 - 5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
 - 6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.
- B. Product Selection Procedures:
 - 1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 - 2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 - 3. Products:

- a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered.
4. Manufacturers:
 - a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered.
 5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration: Engineer will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Engineer may return requests without action, except to record noncompliance with these requirements:
 1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 3. Evidence that proposed product provides specified warranty.
 4. List of similar installations for completed projects with project names and addresses and names and addresses of Engineers 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.
- B. Related Requirements:
 - 1. Section 011000 "Summary" for limits on use of Project site.
 - 2. Section 013300 "Submittal Procedures" for submitting surveys.
 - 3. 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 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 Engineer of locations and details of cutting and await directions from Engineer before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection
 - 2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
 - 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

Engineer'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.

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 Engineer for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 - 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 - 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- B. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. 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 Contractor, submit a request for information to Engineer.

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.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Engineer.
 - 2. Allow for building movement, including thermal expansion and contraction.
 - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.4 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. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of work to be cut.
- D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements in Section 011000 "Summary."
- F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.
- G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 - 4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
 - 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 - 6. Proceed with patching after construction operations requiring cutting are complete.
- H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
 - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
 - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.

- a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
- a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.
- I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.5 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
- 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
 - a. Use containers intended for holding waste materials of type to be stored.
- 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.

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."

END OF SECTION 017300

SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

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. Salvaging nonhazardous demolition and construction waste.
 - 2. Recycling nonhazardous demolition and construction waste.
 - 3. Disposing of nonhazardous demolition and construction waste.
 - 4. Recycling of DEP-Regulated Universal waste.
- B. Related Requirements:
 - 1. Section 024119 "Selective Demolition" for disposition of waste resulting from partial demolition of buildings, structures, and site improvements.
 - 2. Refer to drawings for additional information.

1.3 DEFINITIONS

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Reused or Salvaged: Recovery of demolition or construction waste and subsequent sale, donation, or reuse in another facility or incorporated into the Work.
- F. Universal Waste: Any waste designated by the Maine Department of Environmental Protection as Universal Waste i.e. fluorescent lamps, ballasts, thermostats and other lead and mercury containing devices. Information can be found on the DEP's website:
<http://www.maine.gov/dep/index.html>

- G. USM Waste Minimization Policy: This policy and additional Information on recycling and waste can be found on the USM Recycling Website:
<http://www.usm.maine.edu/sustainability/recycling>

1.4 PERFORMANCE REQUIREMENTS

- A. General: Practice efficient waste management in the use of materials in the course of the Work. Use all reasonable means to divert construction and demolition waste from landfills and incinerators by sorting prior to leaving the jobsite. Facilitate recycling and salvage of materials. All waste must be disposed of at facilities that operate in accordance with all local, state, and federal waste regulations. Documentation of compliance can be requested by the University of Southern Maine at any time.

1.5 SUBMITTALS

- A. Submit 'Anticipated Project Waste Sheet' before commencement of work.
- B. Submit 'Waste Reporting Sheet' monthly with each Pay Requisition during the course of the project and prior to Final Requisition.
 - 1. Include the following information on Waste Reporting Sheet:
 - a. Date of disposal
 - b. Type of material(s)
 - c. Method(s) of disposal: recycled, reused/salvaged, landfilled, incinerated.
 - d. Weight(s): attach copies of scale tickets to form (see below)
- C. Copies of scale tickets from waste facilities, including transfer and processing facilities, for each haul must be attached to monthly 'Project Waste Sheet' on which the waste is listed.
- D. Copies of Certificates of Recycling from DEP-approved consolidators for all hauls over the course of the project which involved Universal Waste must be attached to final Waste Reporting Sheet at conclusion of project.
- E. Copy of Certificate of Refrigerant Recovery must be attached to Waste Reporting Sheet on which device is listed. Refrigerant Recovery must be performed by an EPA-approved Refrigerant Recovery Technician.

1.6 QUALITY ASSURANCE

- A. Contractors must designate someone in their employ (a direct paid employee of the general contractor) to be the contact for waste reporting for the duration of the project.
- B. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.
- C. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.

1. For any questions or clarifications of waste handling procedures contact the USM project manager directly.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 RECYCLING / SALVAGING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

- A. General: Recycle paper and beverage containers used by on-site workers in accordance with USM Waste Minimization policy.
- B. Preparation of Waste: Prepare and maintain recyclable and salvageable waste materials according to recycling or reuse facility requirements. Maintain materials free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to the recycling or reusing process.
- C. Procedures: Separate recyclable and salvageable waste from other waste materials, trash, and debris. Sort recyclable waste by type at Project site to the maximum extent practical.
 1. Provide appropriately marked containers or bins for controlling recyclable waste until removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
 2. Inspect containers and bins for contamination and remove contaminated materials if found.

3.2 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged/reused or recycled, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

END OF SECTION 017419



Anticipated Project Waste Sheet

Building, Campus: _____ Project Description: _____

Company Name: _____ Project Number: _____

Designated Contact: _____ Phone: _____ Date: _____

List types of waste materials anticipated throughout the duration of the project. Include demolition waste, bulky waste, product packaging, and anything generated that will need to be disposed of. Complete a second sheet if additional space is necessary. Include estimates of quantities, if able. In the second column describe proposed method of disposal, if known. In the third column estimate when the waste will be generated over the duration of the project.

Waste Materials / Quantities	Method of Disposal	Week # / Date

Questions: contact Steve Sweeney, Resource Recovery Supervisor, USM Facilities Management: (207) 780-4160



Waste Reporting Sheet

Building, Campus: _____ Description of Project: _____

Company Name: _____ Project Number: _____

Designated Contact: _____ Phone: _____ Date: _____

This form must be filled out and submitted monthly with each Pay Requisition throughout the duration of the project and once prior to Final Requisition. Attach all scale tickets for items listed on the form.

Disposal: Recycled, Reused, Salvaged, Donated, Incinerated, Landfilled. Include packaging material.

Project waste generated:

Date	Material	Weight	Disposal/ Destination

Questions: contact Steve Sweeney, Resource Recovery Supervisor, USM Facilities Management: (207) 780-4160

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.01 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.

1.02 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Inspection procedures.
 - 2. Warranties.
 - 3. Final cleaning.
- B. Related Sections include the following:
 - 1. Division 01 Section "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
 - 2. Division 01 Section "Execution Requirements" for progress cleaning of Project site.
 - 3. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
 - 4. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 5. Divisions 02 through 33 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.03 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Advise Owner of pending insurance changeover requirements.
 - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 5. Prepare and submit Project Record Documents, operation and maintenance manuals.
 - 6. Submit final checklists, schedule and reports in accordance with the document titled "Integrated Deliverables and Testing (IDAT)."
 - 7. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
 - 8. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 - 9. Complete startup testing of systems.
 - 10. Submit test/adjust/balance records.
 - 11. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 - 12. Advise Owner of changeover in heat and other utilities.
 - 13. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
 - 14. Complete final cleaning requirements, including touchup painting.
 - 15. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
 - 16. Submit initial draft copy of operation and maintenance manuals at least 15 days before requesting inspection for Substantial Completion.

- 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. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 - 2. Results of completed inspection will form the basis of requirements for Final Completion.

1.04 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
 - 1. Submit a final Application for Payment according to Division 1 Section "Payment Procedures."
 - 2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 - 3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 - 4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
 - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.05 INSPECTION FEES

- A. If the Architect Performs Reinspections Due to Failure of the Work to Comply with the Claims of Status of Completion Made by the Contractor, Or, Should the Contractor fail to complete the work, Or, Should the Contractor fail to promptly correct warranty items or work later found to be deficient:
 - 1. Owner will compensate Architect for such additional services.
 - 2. Owner will deduct the amount of such compensation from the final payment to the Contractor.
- B. If the Work is not completed by the date set in the Agreement, and the Architect needs to perform additional Contract Administrative and on site observation duties:
 - 1. Owner will compensate Architect for such additional services.
 - 2. Owner will deduct the amount of such compensation from the final payment to the Contractor.

1.06 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
 - 1. Organize list of spaces in sequential order.
 - 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.

1.07 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 in the contract documents.
 - 1. Unless indicated otherwise, all warranties shall commence on the date of Substantial Completion.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 - 1. Submit final warranties as a package for the entire project, assembled and identified as described below.
 - 2. Bind warranties and bonds in heavy-duty, D-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents but not greater than 2 inches, and sized to receive 8-1/2-by-11-inch paper. Do not over fill D-ring, allowing 1/2-inch space for future additions.
 - 3. 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.
 - 4. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
 - 5. Electronic Media: Submit copy of warranty binder on CD-R in .PDF format. Bookmark based on the table of contents, and for each warranty within each section.
- D. Provide additional electronic media copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.01 MATERIALS

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

PART 3 - EXECUTION

3.01 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.

- e. Remove snow and ice to provide safe access to building.
- f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
- g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
- h. Sweep concrete floors broom clean in unoccupied spaces.
- i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
- j. Resilient flooring shall be scrubbed and cleaned with cleaner recommended by the flooring manufacturer just prior to occupation by Owner. No-wax floors shall be buffed in accordance with flooring manufacturer's requirements.
- k. Floors to receive wax shall be waxed just prior to occupation by Owner. Waxing shall consist of three coats, properly buffed to a uniform sheen. Work shall be done by a floor care subcontractor. Coordinate selection of wax with flooring manufacturer and Owner's maintenance program.
- l. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
- m. Remove labels that are not permanent.
- n. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
- o. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
- p. Replace parts subject to unusual operating conditions.
- q. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
- r. Replace disposable air filters and clean permanent air filters that are exposed to the work. Clean exposed surfaces of diffusers, registers, and grills.
- s. Clean ducts, blowers, and coils if units were operated without filters during construction.
- t. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
- u. Leave Project clean and ready for occupancy.

- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 017700

SECTION 017823 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.01 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.

1.02 SUMMARY

- A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Operation and maintenance documentation directory.
 - 2. Operation manuals for systems, subsystems, and equipment.
 - 3. Maintenance manuals for the care and maintenance of products, materials, and finishes, systems and equipment.
- B. Related Sections include the following:
 - 1. Division 01 Section "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
 - 2. Division 01 Section "Closeout Procedures" for submitting operation and maintenance manuals.
 - 3. Division 01 Section "Project Record Documents" for preparing Record Drawings for operation and maintenance manuals.
 - 4. Divisions 02 through 33 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

1.03 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.

1.04 SUBMITTALS

- A. Initial Submittal: Submit 2 draft copies of each manual at least 15 days before requesting inspection for Substantial Completion. Include a complete operation and maintenance directory. Architect will review concurrently with Owner for comment. Architect will return copy of draft and mark whether general scope and content of manual are acceptable.
- B. Final Submittal: Submit 2 copies of each manual in final form at least 15 days before final inspection. Architect will review concurrently with Owner for comment. Architect will return copy with comments after final inspection.
 - 1. Correct or modify each manual to comply with comments. Submit copies of each corrected manual within 15 days of receipt of Architect's comments.

- C. Preliminary Operation and Maintenance Manual Summary: Submit two copies concurrently with the submittal of the Schedule of Values in accordance with Division 01 section, "Submittal Procedures."

1.05 COORDINATION

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

PART 2 - PRODUCTS

2.01 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."

2.02 MANUALS, GENERAL

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
 - 1. Title page.
 - 2. Table of contents.
 - 3. Manual contents.
- B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:
 - 1. Subject matter included in manual.
 - 2. Name and address of Project.
 - 3. Name and address of Owner.
 - 4. Date of submittal.
 - 5. Name, address, and telephone number of Contractor and primary subcontractors.

6. Name and address of Architect.
 7. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
1. Binders: Heavy-duty, D-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents but not greater than 2 inches, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets. Do not over fill D-ring, allowing 1/2-inch space for future additions.
 - a. If two 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. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
 3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.
 4. Supplementary Text: Prepared on 8-1/2-by-11-inch white bond paper.
 5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. Maximum size of drawings to be included in the binders shall not exceed 11-by-17-inch. 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 submit envelopes with manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.
- E. Electronic Media: Submit one copy of each complete manual, including Record Shop Drawings and Product Data on CD-R in .PDF format. Bookmark based on the specifications table of contents and manual dividers.
- F. Follow ASHRAE Guideline 4 - 2008 in the preparation of operating and maintenance documentation.

2.03 OPERATION MANUALS

- A. Content: Daily operations and management of systems and equipment. In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
1. System, subsystem, and equipment descriptions.
 2. Performance and design criteria if Contractor is delegated design responsibility.
 3. Operating standards.
 4. Operating procedures.
 5. Operating logs.
 6. Wiring diagrams.
 7. Control diagrams.
 8. 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.
 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.

2.04 PRODUCT MAINTENANCE MANUAL

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

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

2.05 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
 - 1. Standard printed maintenance instructions and bulletins.
 - 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
 - 3. Identification and nomenclature of parts and components.
 - 4. List of items recommended to be stocked as spare parts.
- D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
 - 1. Test and inspection instructions.
 - 2. Troubleshooting guide.
 - 3. Precautions against improper maintenance.

4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 5. Aligning, adjusting, and checking instructions.
 6. Demonstration and training videotape, if available.
- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
 2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.
- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
- H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
1. Include procedures to follow and required notifications for warranty claims.

PART 3 - EXECUTION

3.01 MANUAL PREPARATION

- A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.
- B. 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.
- C. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- D. 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.
- E. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
- F. 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.
- G. Comply with Division 1 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 017823

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 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.

1.02 SUMMARY

- A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.
 - 4. Record Shop Drawings.
- B. Related Sections include the following:
 - 1. Division 01 Section "Closeout Procedures" for general closeout procedures.
 - 2. Divisions 02 through 33 Sections for specific requirements for Project Record Documents of the Work in those Sections.

1.03 SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit copies of Record Drawings as follows:
 - a. Submit one set(s) of marked-up Record Prints
- B. Record Specifications: Submit one hard copy and one copy on electronic media of Project's Specifications, including addenda and contract modifications.
- C. Record Shop Drawings and Product Data: Submit one hard copy and one copy on electronic media of each Product Data submittal.
 - 1. Where Record Shop Drawings and Product Data is required as part of operation and maintenance manuals, submit marked-up Shop Drawings and Product Data as an insert in manual instead of submittal as Record Shop Drawings and Product Data. Insert typewritten pages indicating drawing titles, descriptions of contents, and Record Shop Drawings and Product Data locations that are part of operation and maintenance manuals.
 - 2. Electronic Media: In addition to paper copy, submit record copy of record Shop Drawings and Product Data specification on CD-R in .PDF format. Bookmark Product Data based on the table of contents.
- D. Directories: Material supplier directory and subcontractor directory.+

PART 2 - PRODUCTS

2.01 RECORD DRAWINGS

- A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.
 - 1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.

- b. Accurately record information in an understandable drawing technique.
- c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
- 2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. 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 or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
- 4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
- 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
- 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

- B. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
 - 1. Record Prints: Organize Record Prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.

2.02 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, change orders 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.
 - 6. Electronic Media: Submit record copy of record specification on CD-R in .PDF format. Bookmark based on the table of contents.

2.03 RECORD SHOP DRAWINGS AND PRODUCT DATA

- A. Preparation: Mark Shop Drawings and Product Data to indicate the actual product installation where installation varies substantially from that indicated in Shop Drawings and 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.

4. Bind product data in heavy-duty, D-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents but not greater than 2 inches, and sized to receive 8-1/2-by-11-inch paper. Do not over fill D-ring, allowing 1/2 inch space for future additions.
5. Provide heavy paper dividers with plastic-covered tabs for each specification section with product data. Mark tab to identify the specification section. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
6. Identify each binder on the front and spine with the typed or printed title "PRODUCT DATA," Project name, and name of Contractor.
7. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. Maximum size of drawings to be included in the binders shall not exceed 11-by-17-inch. 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 submit envelopes with manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.
8. Electronic Media: Submit record copy of marked-up Shop Drawings and Product Data on CD-R in .PDF format. Bookmark based on the table of contents, and for each Shop Drawings and Product Data within each section. Where Record Shop Drawings and Product Data is required as part of operation and maintenance manuals, submit electronic media of marked-up Shop Drawings and Product Data as part of manual instead of submittal as Record Shop Drawings and Product Data.

2.04 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- B. Subcontractor Directory: Name, address and telephone number for all major subcontractors, organized by specification section.
- C. Material Supplier Directory: Name, address and telephone number for major material suppliers, organized by specification section.

PART 3 - EXECUTION

3.01 RECORDING AND MAINTENANCE

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

END OF SECTION 017839

SECTION 017900 - DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
 - 1. Demonstration of operation of systems, subsystems, and equipment.
 - 2. Training in operation and maintenance of systems, subsystems, and equipment.
- B. Related Sections include the following:
 - 1. Division 01 Section "Project Management and Coordination" for requirements for preinstruction conferences.
 - 2. Divisions 02 through 33 Sections for specific requirements for demonstration and training for products in those Sections.

1.3 SUBMITTALS

- A. Attendance Record: For each training session, submit list of participants.

1.4 QUALITY ASSURANCE

- A. Demonstrator and Instructor Qualifications: A factory-authorized service representative, complying with requirements in Division 1 Section "Quality Requirements," experienced in operation and maintenance procedures and training.

1.5 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations.
- B. Coordinate providing notification of dates, times, length of instruction time, and training content.
- C. Coordinate content of training with content of approved operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 INSTRUCTION PROGRAM

- A. Program: Develop an instruction program that includes individual training for each system and equipment not part of a system, as required by individual Specification Sections, and as follows:

1. Conveying systems, including elevators .
 2. HVAC systems equipment.
 3. Lighting equipment and controls.
- B. Training Modules: Include instruction as applicable for the following:
1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
 - a. System, subsystem, and equipment descriptions.
 - b. Performance and design criteria if Contractor is delegated design responsibility.
 - c. Operating standards.
 - d. Regulatory requirements.
 - e. Equipment function.
 - f. Operating characteristics.
 - g. Limiting conditions.
 - h. Performance curves.
 2. Documentation: Review the following items in detail:
 - a. Operations and maintenance manuals.
 - b. Project Record Documents.
 - c. Warranties and bonds.
 - d. Maintenance service agreements and similar continuing commitments.
 3. Emergencies: Include the following, as applicable:
 - a. Instructions on meaning of warnings, trouble indications, and error messages.
 - b. Instructions on stopping.
 - c. Shutdown instructions for each type of emergency.
 - d. Operating instructions for conditions outside of normal operating limits.
 - e. Sequences for electric or electronic systems.
 - f. Special operating instructions and procedures.
 4. Operations: Include the following, as applicable:
 - a. Instructions on meaning of warnings, trouble indications, and error messages.
 - b. Startup procedures.
 - c. Equipment or system break-in procedures.
 - d. Routine and normal operating instructions.
 - e. Regulation and control procedures.
 - f. Control sequences.
 - g. Safety procedures.
 - h. Instructions on stopping.
 - i. Normal and emergency shutdown instructions.
 - j. Operating procedures for system, subsystem, or equipment failure.
 - k. Seasonal and weekend operating instructions.
 - l. Required sequences for electric or electronic systems.
 - m. Special operating instructions and procedures.
 5. Adjustments: Include the following:
 - a. Alignments.
 - b. Checking adjustments.
 - c. Noise and vibration adjustments.
 - d. Economy and efficiency adjustments.
 6. Troubleshooting: Include the following:
 - a. Diagnostic instructions.
 - b. Test and inspection procedures.
 7. Maintenance: Include the following:
 - a. Inspection procedures.
 - b. Types of cleaning agents to be used and methods of cleaning.

- c. List of cleaning agents and methods of cleaning detrimental to product.
- d. Procedures for routine cleaning
- e. Procedures for preventive maintenance.
- f. Procedures for routine maintenance.
- g. Instruction on use of special tools.
- 8. Repairs: Include the following:
 - a. Diagnosis instructions.
 - b. Repair instructions.
 - c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - d. Instructions for identifying parts and components.
 - e. Review of spare parts needed for operation and maintenance.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Assemble materials necessary for instruction.
- B. Set up instructional equipment at instruction location.

3.2 INSTRUCTION

- A. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
 - 1. Owner will furnish Contractor with names and positions of participants.
- B. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
 - 1. Schedule training with Owner with at least fifteen days' advance notice.

END OF SECTION 017900

SECTION 024119 - SELECTIVE STRUCTURE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Demolition and removal of selected portions of building or structure.
 - 2. Demolition and removal of selected site elements.
 - 3. Salvage of existing items to be reused or recycled.
- B. See Division 01 Section "Construction Waste Management and Disposal" for disposal of demolished materials.

1.2 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Detach items from existing construction and deliver them to Owner
- C. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.
- D. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.3 SUBMITTALS

- A. Schedule of Selective Demolition Activities: Indicate detailed sequence of selective demolition and removal work, with starting and ending dates for each activity, interruption of utility services, use of elevator and stairs, and locations of temporary partitions and means of egress.
- B. Pre-demolition Photographs Show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by selective demolition operations.
- C. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.
 - 1. Comply with submittal requirements in Division 01 Section "Construction Waste Management and Disposal."

1.4 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.
- B. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.
- C. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- D. Standards: Comply with ANSI A10.6 and NFPA 241.
- E. Pre-demolition Conference: Conduct conference at Project site.

1.5 PROJECT CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
 - 1. Hazardous materials will be removed by Owner before start of the Work.
 - 2. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Owner will remove hazardous materials under a separate contract.
- E. Hazardous Materials: It is unknown whether hazardous materials will be encountered in the Work.
 - 1. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Owner will remove hazardous materials under a separate contract.
- F. 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.

1.6 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.
- E. Survey of Existing Conditions: Record existing conditions by use of measured drawings and preconstruction photographs
- F. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems: Maintain services/systems indicated to remain and protect them against damage during selective demolition operations.
- B. Service/System Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
 - 1. Arrange to shut off indicated utilities with utility companies.
 - 2. If services/systems are required to be removed, relocated, or abandoned, before proceeding with selective demolition provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
 - 3. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing.

3.3 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Comply with requirements for access and protection specified in Division 01 Section "Temporary Facilities and Controls."
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
- C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

3.4 SELECTIVE DEMOLITION

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - 1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
 - 2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 - 3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.
 - 4. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 - 5. Dispose of demolished items and materials promptly. Comply with requirements in Division 01 Section "Construction Waste Management and Disposal."
- B. Reuse of Building Elements: Project has been designed to result in end-of-Project rates for reuse of building elements as follows. Do not demolish building elements beyond what is indicated on Drawings without Architect's approval.
- 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 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. Paint equipment to match new equipment.
2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

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. General: Except for items or materials indicated to be recycled, reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.

1. Comply with requirements specified in Division 01 Section "Construction Waste Management and Disposal."

B. Burning: Do not burn demolished materials.

C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.6 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 061000 - ROUGH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Framing with dimension lumber.
 - 2. Wood blocking and nailers.
 - 3. Wood furring

1.2 SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product.
 - 1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements.
- B. Material Certificates: For dimension lumber specified to comply with minimum allowable unit stresses. Indicate species and grade selected for each use and design values approved by the American Lumber Standards Committee Board of Review.
- C. Research/Evaluation Reports: For the following, showing compliance with building code in effect for Project:
 - 1. Wood-preservative-treated wood.
 - 2. Fire-retardant-treated wood.
 - 3. Engineered wood products.
 - 4. Power-driven fasteners.
 - 5. Powder-actuated fasteners.
 - 6. Expansion anchors.
 - 7. Metal framing anchors.

1.3 QUALITY ASSURANCE

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.

2. For exposed lumber indicated to receive a stained or natural finish, mark grade stamp on end or back of each piece.

2.2 DIMENSION LUMBER FRAMING

- A. Maximum Moisture Content: 19 percent

2.3 MISCELLANEOUS LUMBER

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
 1. Blocking.
 2. Nailers.
 3. Cants.
 4. Furring.
- B. For items of dimension lumber size, provide Construction or No. 2.
- C. For concealed boards, provide lumber with **19** percent maximum moisture content

2.4 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified.
 1. Where rough carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M
- B. Power-Driven Fasteners: NES NER-272.
- C. Bolts: Steel bolts complying with ASTM A 307, Grade A (ASTM F 568M, Property Class 4.6); with ASTM A 563 (ASTM A 563M) hex nuts and, where indicated, flat washers.

2.5 METAL FRAMING ANCHORS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
- C. Galvanized Steel Sheet: Hot-dip, zinc-coated steel sheet complying with ASTM A 653/A 653M, G60 (Z180) coating designation.

2.6 MISCELLANEOUS MATERIALS

- A. Sill-Sealer Gaskets: Glass-fiber-resilient insulation, fabricated in strip form, for use as a sill sealer; 1-inch (25-mm) nominal thickness, compressible to 1/32 inch (0.8 mm); selected from manufacturer's standard widths to suit width of sill members indicated.

PART 3 - EXECUTION

3.1 INSTALLATION

- 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 furring, nailers, blocking, and similar supports to comply with requirements for attaching other construction.
- B. Framing Standard: Comply with AF&PA's "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- C. Framing with Engineered Wood Products: Install engineered wood products to comply with manufacturer's written instructions.
- D. Metal Framing Anchors: Install metal framing to comply with manufacturer's written instructions.
- E. Do not splice structural members between supports, unless otherwise indicated.
- F. Comply with AWWPA M4 for applying field treatment to cut surfaces of preservative-treated lumber.
- G. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
 - 1. NES NER-272 for power-driven fasteners.
 - 2. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.
 - 3. Table 23-II-B-1, "Nailing Schedule," and Table 23-II-B-2, "Wood Structural Panel Roof Sheathing Nailing Schedule," in ICBO's Uniform Building Code.
 - 4. Table 2305.2, "Fastening Schedule," in BOCA's BOCA National Building Code.
 - 5. Table 2306.1, "Fastening Schedule," in SBCCI's Standard Building Code.
 - 6. Table R602.3(1), "Fastener Schedule for Structural Members," and Table R602.3(2), "Alternate Attachments," in ICC's International Residential Code for One- and Two-Family Dwellings.
 - 7. Table 602.3(1), "Fastener Schedule for Structural Members," and Table 602.3(2), "Alternate Attachments," in ICC's International One- and Two-Family Dwelling Code.

3.2 PROTECTION

- A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

UNIVERSITY OF SOUTHERN MAINE
Portland, Maine

ISSUED FOR CONSTRUCTION
March 27, 2015

END OF SECTION 061000

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.
- B. Related Sections:
 - 1. Division 09 Section "Gypsum Board" for acoustic joint sealing for perimeter joints.

1.3 SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.
- B. Samples for Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.
- C. Joint-Sealant Schedule: Include the following information:
 - 1. Joint-sealant application, joint location, and designation.
 - 2. Joint-sealant manufacturer and product name.
 - 3. Joint-sealant formulation.
 - 4. Joint-sealant color.
- D. Product Certificates: For each kind of joint sealant and accessory, from manufacturer.
- E. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, indicating that sealants comply with requirements.
- F. Warranties: Sample of special warranties.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has specialized in installing joint sealants similar in material, design, and extent to those indicated for this Project and whose work has resulted in joint-sealant installations with a record of successful in-service performance.

1.5 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.
 - 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.

1.6 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 years from date of Substantial Completion.
- B. Special Manufacturer's Warranty: Manufacturer's standard form in which joint-sealant manufacturer agrees to furnish joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Warranty Period: Five years from date of Substantial Completion.

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: Provide sealants and sealant primers for use inside the weatherproofing system that comply with the following limits for VOC content when calculated according to 40 CFR 59, Part 59, Subpart D (EPA Method 24):
 - 1. Architectural Sealants: 250 g/L.
 - 2. Sealant Primers for Nonporous Substrates: 250 g/L.
 - 3. Sealant Primers for Porous Substrates: 775 g/L.
- C. Suitability for Contact with Food: Where sealants are indicated for joints that will come in repeated contact with food, provide products that comply with 21 CFR 177.2600.
- D. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

2.2 SILICONE JOINT SEALANTS

- A. Sealant Type 1: Mildew-Resistant, Single-Component, Acid-Curing Silicone Joint Sealant: ASTM C 920, Type S, Grade NS, Class 25, for Use NT.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Dow Corning Corporation; 786(VOC 33) (Food)
 - b. GE Advanced Materials - Silicones; Sanitary SCS1700.
 - c. Tremco Incorporated; Tremsil 200 Sanitary (VOC 1).

2.3 LATEX JOINT SEALANTS

- A. Sealant Type 2: 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 (VOC 41).
 - b. Bostik, Inc.; Chem-Calk 600.
 - c. Pecora Corporation; AC-20 (VOC 31).
 - d. Tremco Incorporated; Tremflex 834.

2.4 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:
 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.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install 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.
- D. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
 1. Remove excess sealant from surfaces adjacent to joints.
 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not

discolor sealants or adjacent surfaces.

3. Provide concave joint profile per Figure 8A in ASTM C 1193, unless otherwise indicated.
 - 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. Perimeter Joints Between Interior Wall Surfaces and Frames of Interior Doors and Windows.
 1. Latex Joint Sealant: Sealant Type 1.
 2. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.
- B. Vertical Joints on Exposed Surfaces of Walls and Partitions.
 1. Latex Joint Sealant: Sealant Type 1.
 2. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.
- C. Joints between Plumbing Fixtures and Walls and Floors and Between Countertops and Walls.
 1. Silicone Joint Sealant: Sealant Type 2.
 2. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.
- D. Interior Joints for Which No Other Sealant is Indicated.
 1. Latex Joint Sealant: Sealant Type 1.
 2. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

END OF SECTION 079200

SECTION 081113- HOLLOW METAL FRAMES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Standard hollow metal frames.
- B. Related Sections:
 - 1. Division 08 Section "Door Hardware" for door hardware for hollow metal doors.
 - 2. Division 09 Sections "Interior Painting" for field painting hollow metal doors and frames.

1.3 DEFINITIONS

- A. Minimum Thickness: Minimum thickness of base metal without coatings.
- B. Standard Hollow Metal Work: Hollow metal work fabricated according to ANSI/SDI A250.8.

1.4 SUBMITTALS

- A. General: Submittals for doors, frames, and door hardware shall be made concurrently.
- B. Product Data: For each type of product indicated. Include construction details, material descriptions, core descriptions, fire-resistance rating, and finishes.
- C. Shop Drawings: Include the following:
 - 1. Elevations of each frame design.
 - 2. Frame details for each frame type, including dimensioned profiles and metal thicknesses.
 - 3. Details of each different wall opening condition.
 - 4. Details of anchorages, joints, field splices, and connections.
 - 5. Details of accessories.
- D. Schedule: Provide a schedule of 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 door hardware schedule.
- E. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for each type of hollow metal frame assembly.

1.5 QUALITY ASSURANCE

- A. Source Limitations: Obtain hollow metal work from single source from single manufacturer.

1.6 REGULATORY REQUIREMENTS:

- A. Comply with the Americans with Disabilities Act (ADA) and with code provisions as adopted by authorities having jurisdiction.
 - 1. Doors: Provide doors as required by accessibility regulations and requirements of authorities having jurisdiction. These include, but are not limited to, the following:
 - a. Clear Width: 32 inches min. (815 mm) with door 90 degrees open.
 - b. Maneuvering Clearances: Refer to Code for various side and approach clearances.
 - 2. Notify Architect of details or specifications not conforming to code.
- B. Preinstallation Conference: Conduct conference at Project site.
 - 1. Inspect and discuss condition of substrate and other preparatory work performed by other trades.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver hollow metal work palletized, wrapped, or crated to provide protection during transit and Project-site storage. Do not use non-vented plastic.
 - 1. Provide additional protection to prevent damage to finish of factory-finished units.
- B. Deliver welded frames with two removable spreader bars across bottom of frames, tack welded to jambs and mullions.
- C. Store hollow metal work under cover at Project site. Place in stacks of five units maximum in a vertical position with heads up, spaced by blocking, on minimum 4-inch- high wood blocking. Do not store in a manner that traps excess humidity.

1.8 PROJECT CONDITIONS

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

1.9 COORDINATION

- A. Coordinate installation of anchorages for hollow metal frames. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors. Deliver such items to Project site in time for installation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by the following:

1. Republic Doors and Frames.
155 Republic Drive
McKenzie, TN 38201

Or approved equal

2.2 MATERIALS

- A. Cold-Rolled Steel Sheet: ASTM A 1008/A 1008M, Commercial Steel (CS), Type B; suitable for exposed applications.
- B. Hot-Rolled Steel Sheet: ASTM A 1011/A 1011M, Commercial Steel (CS), Type B; free of scale, pitting, or surface defects; pickled and oiled.
- C. Frame Anchors: ASTM A 591/A 591M, Commercial Steel (CS), 40Z coating designation; mill phosphatized.
- D. Inserts, Bolts, and Fasteners: Hot-dip galvanized according to ASTM A 153/A 153M.
- E. Powder-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.
- A. Mineral-Fiber Insulation: ASTM C 665, Type I (blankets without membrane facing); consisting of fibers manufactured from slag or rock wool with 6- to 12-lb/cu. ft. density; with maximum flame-spread and smoke-development indexes of 25 and 50, respectively; passing ASTM E 136 for combustion characteristics.

2.3 STANDARD HOLLOW METAL FRAMES

- A. General: Comply with ANSI/SDI A250.8 and with details indicated for type and profile.
- B. Interior Frames: Fabricated from cold-rolled steel sheet unless metallic-coated sheet is indicated.
1. Fabricate frames with mitered or coped corners.
 2. Fabricate frames as face welded.
 3. Frames to be 16 gauge with baked on primer ready for field paint.
- C. Hardware Reinforcement: Fabricate according to ANSI/SDI A250.6 with reinforcement plates from same material as frames.

2.4 FRAME ANCHORS

- A. Jamb Anchors:
 - 1. Masonry Type: Adjustable strap-and-stirrup or T-shaped anchors to suit frame size, not less than 0.042 inch thick, with corrugated or perforated straps not less than 2 inches wide by 10 inches long; or wire anchors not less than 0.177 inch thick.
 - 2. Stud-Wall Type: Designed to engage stud, welded to back of frames; not less than 0.042 inch thick.
 - 3. Postinstalled Expansion Type for In-Place Concrete or Masonry: Minimum 3/8-inch-diameter bolts with expansion shields or inserts. Provide pipe spacer from frame to wall, with throat reinforcement plate, welded to frame at each anchor location.
- B. Floor Anchors: Formed from same material as frames, not less than 0.042 inch thick, and as follows:
 - 1. Monolithic Concrete Slabs: Clip-type anchors, with two holes to receive fasteners.

2.5 ACCESSORIES

- A. Ceiling Struts: Minimum 1/4-inch-thick by 1-inch- wide steel.
- B. Grout Guards: Formed from same material as frames, not less than 0.016 inch thick.

2.6 FABRICATION

- A. General: Fabricate steel door and frame units to comply with ANSI A250.8 and to be rigid, neat in appearance, and free from defects including warp and buckle. Where practical, fit and assemble units in manufacturer's plant. Clearly identify work that cannot be permanently factory assembled before shipment, to assure proper assembly at Project site.
- B. Exposed Fasteners: Unless otherwise indicated, provide countersunk flat or oval heads for exposed hex socket screws and bolts.
- C. Hollow Metal Frames: Where frames are fabricated in sections due to shipping or handling limitations, provide alignment plates or angles at each joint, fabricated of same thickness metal as frames.
 - 1. Frames of 0.053-inch- (1.3-mm-) (16 gage) thick steel sheet for:
 - a. Wood doors.
 - 2. Welded Frames: Weld flush face joints continuously; grind, fill, dress, and make smooth, flush, and invisible.
 - 3. Provide countersunk, flat- or oval-head exposed hex socket screws and bolts for exposed fasteners unless otherwise indicated.
 - 4. Grout Guards: Weld guards to frame at back of hardware mortises in frames to be grouted.
 - 5. Floor Anchors: Weld anchors to bottom of jambs and mullions with at least four spot welds per anchor.

6. Jamb Anchors: Provide number and spacing of anchors as follows:
 - a. Stud-Wall Type: Locate anchors not more than 18 inches from top and bottom of frame. Space anchors not more than 32 inches o.c. and as follows:
 - 1) Three anchors per jamb up to 60 inches high.
 - 2) Four anchors per jamb from 60 to 90 inches high.
 - 3) Five anchors per jamb from 90 to 96 inches high.
 - 4) Five anchors per jamb plus 1 additional anchor per jamb for each 24 inches or fraction thereof above 96 inches high.
 - 5) Two anchors per head for frames above 42 inches wide and mounted in metal-stud partitions.
 - b. Postinstalled Expansion Type: Locate anchors not more than 6 inches from top and bottom of frame. Space anchors not more than 26 inches o.c.
 7. Door Silencers: Drill stops to receive door silencers as follows. Keep holes clear during construction.
 - a. Single-Door Frames: Drill stop in strike jamb to receive three door silencers.
 - b. Double-Door Frames: Drill stop in head jamb to receive two door silencers.
- D. Hardware Preparation: Factory prepare hollow metal work to receive templated mortised hardware; include cutouts, reinforcement, mortising, drilling, and tapping according to the Door Hardware Schedule and templates furnished as specified in Division 08 Section "Door Hardware."
1. Locate hardware as indicated, or if not indicated, according to ANSI/SDI A250.8.
 1. Reinforce doors and frames to receive nontemplated, mortised and surface-mounted door hardware.
 2. Full hinge cut-outs for non-handed doors will not be acceptable.
 3. Comply with applicable requirements in ANSI/SDI A250.6 and ANSI/DHI A115 Series specifications for preparation of hollow metal work for hardware.

2.7 STEEL FINISHES

- A. Steel Surface Preparation: Clean surfaces to comply with SSPC-SP 1, "Solvent Cleaning"; remove dirt, oil grease or other contaminants that could impair paint bond. Remove mill scale and rust from uncoated steel; comply with SSPC-SP 3, "Power Tool Cleaning," or SSPC-SP 6 /NACE No. 3, "Commercial Blast Cleaning."
- B. Prime Finish: Apply manufacturer's standard primer immediately after cleaning and pretreating.
 1. Shop Primer: Manufacturer's standard, fast-curing, lead- and chromate-free primer complying with ANSI/SDI A250.10 acceptance criteria; 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. Examine roughing-in for embedded and built-in anchors to verify actual locations before frame installation.
- C. For the record, prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Remove welded-in shipping spreaders installed at factory. Restore exposed finish by grinding, filling, and dressing, as required to make repaired area smooth, flush, and invisible on exposed faces.
- B. Prior to installation, adjust and securely brace welded hollow metal frames for squareness, alignment, twist, and plumbness to the following tolerances:
 - 1. Squareness: Plus or minus 1/16 inch, measured at door rabbet on a line 90 degrees from jamb perpendicular to frame head.
 - 2. Alignment: Plus or minus 1/16 inch, measured at jambs on a horizontal line parallel to plane of wall.
 - 3. Twist: Plus or minus 1/16 inch, measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall.
 - 4. Plumbness: Plus or minus 1/16 inch, measured at jambs on a perpendicular line from head to floor.
- C. Drill and tap doors and frames to receive nontemplated, 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 Frames: Install hollow metal frames of size and profile indicated. Comply with ANSI/SDI A250.11.
 - 1. Set frames accurately in position, plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is complete, remove temporary braces, leaving surfaces smooth and undamaged.
 - a. At fire-protection-rated openings, install frames according to NFPA 80.
 - b. Where frames are fabricated in sections because of shipping or handling limitations, field splice at approved locations by welding face joint continuously;

- grind, fill, dress, and make splice smooth, flush, and invisible on exposed faces.
 - c. Install frames with removable glazing stops located on secure side of opening.
 - d. Install door silencers in frames before grouting.
 - e. Remove temporary braces necessary for installation only after frames have been properly set and secured.
 - f. Check plumbness, squareness, and twist of frames as walls are constructed. Shim as necessary to comply with installation tolerances.
 - g. Field apply bituminous coating to backs of frames that are filled with grout containing antifreezing agents.
2. Floor Anchors: Provide floor anchors for each jamb and mullion that extends to floor, and secure with postinstalled expansion anchors.
- a. Floor anchors may be set with powder-actuated fasteners instead of postinstalled expansion anchors if so indicated and approved on Shop Drawings.
3. Metal-Stud Partitions: Solidly pack mineral-fiber insulation behind frames.
4. Installation Tolerances: Adjust hollow metal door frames for squareness, alignment, twist, and plumb to the following tolerances:
- a. Squareness: Plus or minus 1/16 inch, measured at door rabbet on a line 90 degrees from jamb perpendicular to frame head.
 - b. Alignment: Plus or minus 1/16 inch, measured at jambs on a horizontal line parallel to plane of wall.
 - c. Twist: Plus or minus 1/16 inch, measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall.
 - d. Plumbness: Plus or minus 1/16 inch, measured at jambs at floor.

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. Remove grout and other bonding material from hollow metal work immediately after installation.
- C. Prime-Coat Touchup: Immediately after erection, sand smooth rusted or damaged areas of prime coat and apply touchup of compatible air-drying, rust-inhibitive primer.

END OF SECTION 081113

SECTION 081416- FLUSH WOOD DOORS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Solid-core doors with wood-veneer faces.
 - 2. Factory finishing flush wood doors.
 - 3. Factory fitting flush wood doors to frames and factory machining for hardware.

1.3 SUBMITTALS

- A. General: Submittals for doors, frames and door hardware shall be made concurrently.
- B. Product Data: For each type of door indicated. Include details of core and edge construction and trim for openings. Include factory-finishing specifications.
- C. Shop Drawings: Indicate location, size, and hand of each door; elevation of each kind of door; construction details not covered in Product Data; location and extent of hardware blocking; and other pertinent data.
 - 1. Indicate dimensions and locations of mortises and holes for hardware.
 - 2. Indicate dimensions and locations of cutouts.
 - 3. Indicate doors to be factory finished and finish requirements.
 - 4. Indicate fire-protection ratings for fire-rated doors.
- D. Samples for Verification:
 - 1. Factory finishes applied to actual door face materials, approximately 8 by 10 inches, for each material and finish.
- E. Warranty: Sample of special warranty.

1.4 QUALITY ASSURANCE

- A. Source Limitations: Obtain flush wood doors from single manufacturer.

- B. Quality Standard: In addition to requirements specified, comply with WDMA I.S.1-A, "Architectural Wood Flush Doors."
- C. Pre-installation Conference: Conduct conference at Project site.
 - 1. Inspect and discuss condition of substrate and other preparatory work performed by other trades. Correct deficiencies before starting installation of doors.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Comply with requirements of referenced standard and manufacturer's written instructions.
- B. Package doors individually in plastic bags or cardboard cartons.
- C. Mark each door on top and bottom rail with opening number used on Shop Drawings.

1.6 PROJECT CONDITIONS

- A. Environmental Limitations: Do not deliver or install doors until spaces are enclosed and weather tight, wet work in spaces is complete and dry, and HVAC system is operating and maintaining ambient temperature and humidity conditions at occupancy levels during the remainder of the construction period.

1.7 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace doors that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Warping (bow, cup, or twist) more than 1/4 inch in a 42-by-84-inch section.
 - b. Telegraphing of core construction in face veneers exceeding 0.01 inch in a 3-inch span.
 - 2. Warranty shall also include installation and finishing that may be required due to repair or replacement of defective doors.
 - 3. Warranty Period for Solid-Core Interior Doors: Life of installation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by the following:
 - 1. Lambton Doors. –Or approved equal

2.2 DOOR CONSTRUCTION, GENERAL

- A. WDMA I.S.1-A Performance Grade: Extra Heavy Duty.
- B. Low-Emitting Materials: Fabricate doors with adhesives and composite wood products that do not contain urea formaldehyde.

2.3 VENEERED-FACED DOORS FOR TRANSPARENT FINISH

- A. Interior Solid-Core Doors: 5 ply construction with 1/16" hardwood cross banding.
 - 1. Grade: Premium, with Grade A faces.
 - 2. Species: Oak
 - 3. Cut: Plain Sliced
 - 4. Match between Veneer Leaves: Slip match.
 - 5. Assembly of Veneer Leaves on Door Faces: Running match.
 - 6. Pair and Set Match: Provide for doors hung in same opening.
 - 7. Exposed Vertical Edges: Same species as faces.
 - 8. Core: solid core
 - 9. Construction: Five plies. Stiles and rails are bonded to core, then entire unit abrasive planed before veneering.

2.4 FABRICATION

- A. Factory fit doors to suit frame-opening sizes indicated. Comply with clearance requirements of referenced quality standard for fitting unless otherwise indicated.
 - 1. Comply with requirements in NFPA 80 for fire-rated doors.
- B. Factory machine doors for hardware that is not surface applied. Locate hardware to comply with DHI-WDHS-3. Comply with final hardware schedules, door frame Shop Drawings, DHI A115-W series standards, and hardware templates.
 - 1. Coordinate with hardware mortises in metal frames to verify dimensions and alignment before factory machining.
- C. Openings: Cut and trim openings through doors in factory.

2.5 FACTORY FINISHING

- A. General: Comply with referenced quality standard for factory finishing. Complete fabrication, including fitting doors for openings and machining for hardware that is not surface applied, before finishing.
 - 1. Finish faces, all four edges, edges of cutouts, and mortises. Stains and fillers may be omitted on bottom edges, edges of cutouts, and mortises.

- B. Finish doors at factory.
- C. Transparent Finish:
 - 1. Grade: Premium.
 - 2. Finish: WDMA TR-4 conversion varnish or TR-6 catalyzed polyurethane.
 - 1. Staining: As selected by Architect from manufacturer's full range.
 - 2. Effect: Semi-filled finish, produced by applying an additional finish coat to partially fill the wood pores.
 - 3. Sheen: Satin.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine doors and installed door frames before hanging doors.
 - 1. Verify that frames comply with indicated requirements for type, size, location, and swing characteristics and have been installed with level heads and plumb jambs.
 - 2. Verify hardware preparation of door for specified door hardware.
 - 3. Reject doors with defects.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Hardware: For installation, see Division 08 Section "Door Hardware."
- B. Installation Instructions: Install doors to comply with manufacturer's written instructions and the referenced quality standard, and as indicated.
- C. Factory-Fitted Doors: Align in frames for uniform clearance at each edge.
- D. Factory-Finished Doors: Restore finish before installation if fitting or machining is required at Project site.

3.3 ADJUSTING

- A. Operation: Rehang or replace doors that do not swing or operate freely.
- B. Finished Doors: Replace doors that are damaged or that do not comply with requirements. Doors may be repaired or refinished if work complies with requirements and shows no evidence of repair or refinishing.

END OF SECTION 081416

SECTION 087100- DOOR HARDWARE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes:
 - 1. Mechanical door hardware for swinging doors.
- B. Related Sections:
 - 1. Division 08 Section "Flush Wood Doors".
 - 2. Division 08 Section "Hollow Metal Frames"

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated. Include construction and installation details, material descriptions, dimensions of individual components and profiles, and finishes.
- B. Shop Drawings: Details of electrified door hardware, indicating the following:
- C. Samples for Verification: Submit minimum 2-by-4-inch plate Samples of each type of finish required, except primed finish.
- D. Other Submittals:
 - 1. 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.
 - a. Submittal Sequence: Submit door hardware schedule concurrent with submissions of Product Data, Samples, and Shop Drawings. Coordinate submission of door hardware schedule with scheduling requirements of other work to facilitate the fabrication of other work that is critical in Project construction schedule.
 - b. Format: Comply with scheduling sequence and vertical format in DHI's "Sequence and Format for the Hardware Schedule." Double space entries, and number and date each page.
 - c. Format: Use same scheduling sequence and format and use same door numbers as in the Contract Documents.
 - d. Content: Include the following information:

- 1) Identification number, location, hand, fire rating, size, and material of each door and frame.
 - 2) Locations of each door hardware set, cross-referenced to Drawings on floor plans and to door and frame schedule.
 - 3) Complete designations, including name and manufacturer, type, style, function, size, quantity, function, and finish of each door hardware product.
 - 4) Description of electrified door hardware sequences of operation and interfaces with other building control systems.
 - 5) Fastenings and other pertinent information.
 - 6) Explanation of abbreviations, symbols, and codes contained in schedule.
 - 7) Mounting locations for door hardware.
 - 8) List of related door devices specified in other Sections for each door and frame.
2. 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.
- E. Product Certificates: For electrified door hardware, from the manufacturer.
1. Certify that door hardware approved for use on types and sizes of labeled fire-rated doors complies with listed fire-rated door assemblies.
- F. Product Test Reports: For compliance with accessibility requirements, based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified testing agency, for door hardware on doors located in accessible routes.
- G. Maintenance Data: For each type of door hardware to include in maintenance manuals. Include final hardware and keying schedule.
- H. Warranty: Special warranty specified in this Section.
- 1.4 QUALITY ASSURANCE
- A. Installer Qualifications: An experienced installer who has completed door hardware similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
- B. Architectural Hardware Consultant Qualifications: A person who is experienced in providing consulting services for door hardware installations that are comparable in material, design, and extent to that indicated for this Project and who is currently certified by DHI as follows:
1. For door hardware, an Architectural Hardware Consultant (AHC).
- C. Source Limitations: Obtain each type of door hardware from a 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.

- D. 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.
- E. 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.
 - 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. Comply with the following maximum opening-force requirements:
 - a. Interior, Non-Fire-Rated Hinged Doors: 5 lbf applied perpendicular to door.
 - b. Sliding or Folding Doors: 5 lbf applied parallel to door at latch.
 - 3. Bevel raised thresholds with a slope of not more than 1:2. Provide thresholds not more than 1/2 inch high.
 - 4. Adjust door closer sweep periods so that, from an open position of 70 degrees, the door will take at least 3 seconds to move to a point 3 inches from the latch, measured to the leading edge of the door.
- F. Keying Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Incorporate keying conference decisions into final keying schedule after reviewing door hardware keying system including, but not limited to, the following:
 - 1. Preliminary key system schematic diagram.
 - 2. Requirements for key control system.
 - 3. Requirements for access control.
 - 4. Coordination with Owner's electronic access control contractor.
 - 5. Address for delivery of keys.
- G. 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 required testing, inspecting, and certifying procedures.

1.5 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 final cylinders and keys to Owner by registered mail or overnight package service.

1.6 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. Security: Coordinate installation of door hardware, keying, and access control with Owner's security consultant.

1.7 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which 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: One year from date of Substantial Completion, unless otherwise indicated.
 - a. Manual Closers: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 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 named manufacturers' products.
- B. Designations: Requirements for design, grade, function, finish, size, and other distinctive qualities of each type of door hardware are indicated in Part 3 "Door Hardware Schedule" Article. Products are identified by using door hardware designations, as follows:
 - 1. Named Manufacturers' Products: Manufacturer and product designation are listed for each door hardware type required for the purpose of establishing minimum requirements. Manufacturers' names are abbreviated in Part 3 "Door Hardware Schedule" Article.
 - 2. References to BHMA Designations: Provide products complying with these designations and requirements for description, quality, and function.

2.2 HINGES, GENERAL

- A. Quantity: Provide the following, unless otherwise indicated:

1. Two Hinges: For doors with heights up to 60 inches.
 2. Three Hinges: For doors with heights 61 to 90 inches.
 3. Four Hinges: For doors with heights 91 to 120 inches.
 4. For doors with heights more than 120 inches, provide 4 hinges, plus 1 hinge for every 30 inches of door height greater than 120 inches.
- B. Template Requirements: Except for hinges and pivots to be installed entirely (both leaves) into wood doors and frames, provide only template-produced units.
- C. Hinge Weight: Unless otherwise indicated, provide the following:
1. Entrance Doors: Heavy-weight hinges.
 2. Doors with Closers: Antifriction-bearing hinges.
 3. Interior Doors: Antifriction-bearing hinges.
- D. Hinge Base Metal: Unless otherwise indicated, provide the following:
1. Exterior Hinges: Stainless steel, with stainless-steel pin.
 2. Interior Hinges: Steel, with steel pin.
 3. Hinges for Fire-Rated Assemblies: Steel, with steel pin.
- E. Hinge Options: Where indicated in door hardware sets or on Drawings:
1. Nonremovable Pins: Provide set screw in hinge barrel that, when tightened into a groove in hinge pin, prevents removal of pin while door is closed; for outswinging exterior doors and outswinging corridor doors with locks.
 2. Corners: Square.
- F. Fasteners: Comply with the following:
1. Machine Screws: For metal doors and frames. Install into drilled and tapped holes.
 2. Wood Screws: For wood doors and frames.
 3. Threaded-to-the-Head Wood Screws: For fire-rated wood doors.
 4. Screws: Phillips flat-head; machine screws (drilled and tapped holes) for metal doors and wood screws for wood doors and frames. Finish screw heads to match surface of hinges.

2.3 HINGES

- A. Butts and Hinges: BHMA A156.1.
- B. Template Hinge Dimensions: BHMA A156.7.
- C. Available Manufacturers:
 1. Ives BB 4 1/2" x 4 1/2" US26 D (3670 and smaller)
 2. Ives HD BB 5" x 4 1/2" US26 D (3670 and larger)

2.4 MECHANICAL LOCKS AND LATCHES

- A. Lock Functions: As indicated in door hardware schedule.

- B. Lock Throw: Comply with testing requirements for length of bolts required for labeled fire doors, and as follows:
 - 1. Bored Locks: Minimum 1/2-inch latchbolt throw.
- C. Lock Backset: 2-3/4 inches, unless otherwise indicated.
- D. Lock Trim:
 - 1. Levers: Cast.
 - 2. Escutcheons (Roses): Forged.
- 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.

2.5 BORED LOCKS AND LATCHES

- A. Manufacturers: Subject to compliance with requirements, provide the following:
 - 1. Mechanical Locks and Latches:
 - a. Yale 5400 Series, GB keyway 6-pin with removable core.
- B. Auxiliary Locks: BHMA Grade 1.
- C. Lock Trim: 06A
- D. Lock Functions: Lock functions as indicated in the hardware schedule shall be as follows:

FUNCTION

- (1) (utility)
- (2) (office)
- (3) (passage)
- (4) (classroom)
- (5) (entrance)
- (6) (privacy)

2.6 LOCK CYLINDERS

- A. Lock Cylinders: Tumbler type, constructed from brass or bronze, stainless steel, or nickel silver.
 - 1. Manufacturer: GB keyway 6-pin with removable core.
 - 2. Locks to be supplied by the University. Manufacturer information is to be provided to the University Locksmith. Construction cores and keys will become the property of the

University.

2.7 KEYING

A. Keying System:

1. Keyed Alike: Key all cylinders to same change key.
2. Provide construction cylinders for contractor use. Remove when directed by Owner.

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: Provide the following quantity of keys cut with keying as directed. Provide the following:
 - a. Cylinder Keys: Three each cylinder.
 - b. Master Keys: Ten per cut.
 - c. Cylinder Change Keys: Five.
 - d. Blanks: One per cylinder.

2.8 OPERATING TRIM

A. Operating Trim: BHMA A156.6; stainless steel, unless otherwise indicated.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. IVES Hardware; an Ingersoll-Rand company.
 - b. Rockwood Manufacturing Company

B. Door Pulls, 1 inch diameter.

1. Size: ADA compliant, unless indicated otherwise, provide 10 inches center to center, with 3 1/2 inch projection and 2 1/2 inch clearance.
 - a. Mount pull below door cylinders height, typically.
2. Available Products:
 - a. IVES Hardware; an Ingersoll-Rand Company; 8103EZ.
 - b. Rockwood, 111

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.

- B. Manufacturers: Subject to compliance with requirements, provide products by the following:
 - 1. Surface-Mounted Closers:
 - a. LCN Closers; an Ingersoll-Rand Company (LCN), 4041 Series.
- C. Accessibility Requirements: Where handles, pulls, latches, locks, and other operating devices are indicated to comply with accessibility requirements, comply with the U.S. Architectural & Transportation Barriers Compliance Board's "Americans with Disabilities Act (ADA), Accessibility Guidelines for Buildings and Facilities (ADAAG)."
 - 1. Comply with the following maximum opening-force requirements:
 - a. Interior, Non-Fire-Rated Hinged Doors: 5 lbf (22.2 N) applied perpendicular to door.
- D. Size of Units: Unless otherwise indicated, 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.
- E. Wall Stops: Wall type bumpers with concealed type flange shall be used where ever possible.
- F. Floor Stops: Where wall type bumpers cannot be used, provide dome type, floor mounted stops of the proper height.
- G. Silencers for Metal Door Frames: BHMA A156.16, Grade 1; neoprene or rubber, minimum diameter 1/2 inch; fabricated for drilled-in application to frame.

2.10 METAL PROTECTIVE TRIM UNITS

- A. Size: 1-1/2 inches less than door width on push side and 1/2 inch less than door width on pull side, by height specified in door hardware sets.
- B. Fasteners: Manufacturer's standard machine or self-tapping screws.
- C. Metal Protective Trim Units: BHMA A156.6; beveled top and 2 sides; fabricated from the following material:
 - 1. Material: 18 GA. US32D B35.
 - 2. Available Manufacturers:
 - a. Rockwood Manufacturing Company (RM).

2.11 FABRICATION

- A. Manufacturer's Nameplate: Do not provide products that have manufacturer's name or trade name displayed in a visible location except in conjunction with required fire-rated labels and as

otherwise approved by Architect.

1. Manufacturer's identification is permitted on rim of lock cylinders only.
- B. Base Metals: Produce door hardware units of base metal indicated, fabricated by forming method indicated, using manufacturer's standard metal alloy, composition, temper, and hardness. Furnish metals of a quality equal to or greater than that of specified door hardware units and BHMA A156.18.
- C. Fasteners: Provide door hardware manufactured to comply with published templates prepared for machine, wood, and sheet metal screws. Provide screws that comply with commercially recognized industry standards for application intended, except aluminum fasteners are not permitted. Provide Phillips flat-head screws with finished heads to match surface of door hardware, unless otherwise indicated.
1. Concealed Fasteners: For door hardware units that are exposed when door is closed, except for units already specified with concealed fasteners. Do not use through bolts for installation where bolt head or nut on opposite face is exposed unless it is the only means of securely attaching the door hardware. Where through bolts are used on hollow door and frame construction, provide sleeves for each through bolt.
 2. Fire-Rated Applications:
 - a. Wood or Machine Screws: For the following:
 - 1) Hinges mortised to doors or frames; use threaded-to-the-head wood screws for wood doors and frames.
 - 2) Strike plates to frames.
 - 3) Closers to doors and frames.
 3. Spacers or Sex Bolts: For through bolting of hollow-metal doors.
 4. Fasteners for Wood Doors: Comply with requirements in DHI WDHS.2, "Recommended Fasteners for Wood Doors."
 5. Gasketing Fasteners: Provide noncorrosive fasteners for exterior applications and elsewhere as indicated.

2.12 FINISHES

- A. Provide finishes complying with BHMA A156.18 as indicated in door hardware schedule.
- B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.
- D. Provide the following finishes:

1.	Butts and Hinges:	26D
2.	Continuous Gear Hinges	28
3.	Locks & Lock Trim:	26D
4.	Exit Devices:	32D
5.	Door Controls - Closers:	Sprayed Alum. Finish
6.	Door Stops	26D/32D
7.	Threshold	Aluminum
8.	Kickplates	32D
9.	Pulls	32D

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.
- B. Wood Doors: Comply with DHI WDHS.5 "Recommended Hardware Reinforcement Locations for Mineral Core Wood Flush Doors."

3.3 INSTALLATION

- A. Mounting Heights: Mount door hardware units at heights to comply with the following unless otherwise indicated or required to comply with governing regulations.
 - 1. Standard Steel Doors and Frames: ANSI/SDI A250.8.
 - 2. Wood Doors: DHI WDHS.3, "Recommended Locations for Architectural Hardware for Wood Flush Doors."
- B. Install each door hardware item to comply with manufacturer's written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work specified in Division 09 Sections. Do not install surface-mounted items until finishes have been completed on substrates involved.

1. Set units level, plumb, and true to line and location. Adjust and reinforce attachment substrates as necessary for proper installation and operation.
 2. Drill and countersink units that are not factory prepared for anchorage fasteners. Space fasteners and anchors according to industry standards.
- C. Hinges: Install types and in quantities indicated in door hardware schedule but not fewer than the number recommended by manufacturer for application indicated or one hinge for every 30 inches of door height, whichever is more stringent, unless other equivalent means of support for door, such as spring hinges or pivots, are provided.
- D. Thresholds: Set thresholds for exterior doors and other doors indicated in full bed of sealant complying with requirements specified in Division 07 Section "Joint Sealants."
- E. Stops: Provide wall stops for doors unless floor or other type stops are indicated in door hardware schedule. Do not mount floor stops where they will impede traffic.
- F. Door Bottoms: Apply to bottom of door, forming seal with threshold or floor 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 FINAL KEYING

- A. Owner will install final cylinders.

3.7 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain door hardware and door hardware finishes. Refer to Division 01 Section "Demonstration and Training."

3.8 DOOR HARDWARE SCHEDULE

- A. The hardware sets listed below indicate the items of hardware required for each opening. It is the bidder's responsibility to accurately furnish the proper quantities, items, sizes, weights and functions as required by the plans and specifications. If an opening has, through error, been omitted from the following hardware sets, it shall be the bidder's responsibility to supply hardware of equivalent quality and quantity, as that which is specified for a comparable opening.

Hardware Set 1 - Utility Function

Door Nos.: 266C, 266D, 266E

Each to Have: Hinges, Lockset (Utility Function), Stop, Armor Plate, 6" SS flush bolt top and bottom of left side door.

END OF SECTION 087100

SECTION 092216- NON-STRUCTURAL METAL FRAMING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:

1. Non-load-bearing steel framing systems for interior gypsum board assemblies.
2. Suspension systems for interior gypsum ceilings, soffits, and grid

systems. B. Related Requirements:

1. Division 05 Section "Cold Formed Metal Framing" for structural light gage metal framing.
2. Division 09 Section "Gypsum Board" for panels.

1.3 SUBMITTALS

- A. Product Data: For each type of

product. B. Evaluation Reports:

1. For dimpled steel studs and runners, from ICC-ES.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Steel Framing and Furring:
 - a. Clark Western Building Systems, UltraSteel™ Framing.
 - b. Dietrich Industries, Inc., UltraSteel™ Framing.
 - c. MarinoWare; Division of Ware Ind.
 - d. National Gypsum Company.
 - e. Super Stud Building Products, Inc.
 - f. The Steel Network, Inc.
 - g. Unimast, Inc.

2.2 FRAMING SYSTEMS

- A. Framing Members, General: Comply with ASTM C 754 for conditions indicated.
1. Steel Sheet Components: Comply with ASTM C 645 requirements for metal unless otherwise indicated.
 2. Protective Coating: ASTM A 653/A 653M, G40 (Z120), hot-dip galvanized or equivalent per ASTM A1003.
- B. Studs and Runners: ASTM C 645. Use either steel studs and runners or dimpled steel studs and runners.
1. Steel Studs and Runners:
 - a. Minimum Base-Metal Thickness: As indicated on Drawings or not less than 0.018 inch (0.45 mm).
 - b. Depth: As indicated on Drawings.
 2. Dimpled Steel Studs and Runners:
 - a. Minimum Base-Metal Thickness: As indicated on Drawings or not less than 0.015 inch (.38 mm).
 - b. Depth: As indicated on Drawings.
- C. Slip-Type Head Joints: Where indicated, provide one of the following:
1. Single Long-Leg Runner System: ASTM C 645 top runner with 2-inch- deep flanges in thickness not less than 0.027 inch (0.68 mm), installed with studs friction fit into top runner and with continuous bridging located within 12 inches of the top of studs to provide lateral bracing.
 2. Double-Runner System: ASTM C 645 top runners, inside runner with 2-inch-deep flanges in thickness not less than thickness of studs and fastened to studs, and outer runner in thickness not less than 0.027 inch (0.68 mm) and sized to friction fit inside runner.
 3. Deflection Track: Steel sheet top runner manufactured to prevent cracking of finishes applied to interior partition framing resulting from deflection of structure above; in thickness not less than indicated for studs and in width to accommodate depth of studs.
 - 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) Dietrich Metal Framing; SLP-TRK Slotted Deflection Track.
 - 2) Steel Network Inc. (The); VertiClip SLD or VertiTrack VTD Series.
 - 3) Superior Metal Trim; Superior Flex Track System
- (SFT). D. Hat-Shaped, Rigid Furring Channels: ASTM C 645.
1. Minimum Base-Metal Thickness 0.033 inch (0.84 mm).
 2. Depth: 7/8 inch (22.2 mm).
- E. Z-Shaped Furring: With slotted or nonslotted web, face flange of 1-1/4 inches (32 mm),

wall attachment flange of 7/8 inch (22 mm), minimum uncoated-metal thickness of 0.018 inch (0.45 mm), and depth required to fit insulation thickness indicated.

2.3 SUSPENSION SYSTEMS

- A. Tie Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, 0.062-inch- diameter wire, or double strand of 0.048-inch- diameter wire.
- B. Wire Hangers: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, 0.16 inch in diameter.
- C. Flat Hangers: Steel sheet, 1 by 3/16 inch by length indicated.
- D. Furring Channels (Furring Members):
 - 1. Cold-Rolled Channels: 0.053-inch uncoated-steel thickness, with minimum 1/2-inch- wide flanges, 3/4 inch deep.
 - 2. Steel Studs and Runners: ASTM C 645.
 - a. Minimum Base-Metal Thickness: 0.018 inch.
 - b. Depth: 1-5/8 inches.
 - 3. Dimpled Steel Studs and Runners: ASTM C 645.
 - a. Minimum Base-Metal Thickness: 0.015 inch.
 - b. Depth: 1-5/8 inches.
 - 4. Hat-Shaped, Rigid Furring Channels: ASTM C 645, 7/8 inch deep.
 - a. Minimum Base-Metal Thickness: 0.018 inch.
- E. Grid Suspension System for Gypsum Board Ceilings: ASTM C 645, direct-hung system composed of main beams and cross-furring members that interlock.
 - 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. Armstrong World Industries, Inc.; Drywall Grid Systems.
 - b. Chicago Metallic Corporation; Drywall Grid System.
 - c. USG Corporation; Drywall Suspension System.

2.4 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced installation standards.
 - 1. Fasteners for Metal Framing: Of type, material, size, corrosion resistance, holding power, and other properties required to fasten steel members to substrates.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and substrates, with Installer present, and including welded hollow-metal frames, cast-in anchors, and structural framing, for compliance with requirements and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Suspended Assemblies: Coordinate installation of suspension systems with installation of overhead structure to ensure that inserts and other provisions for anchorages to building structure have been installed to receive hangers at spacing required to support the Work and that hangers will develop their full strength.
 - 1. Furnish concrete inserts and other devices indicated to other trades for installation in advance of time needed for coordination and construction.

3.3 INSTALLATION, GENERAL

- A. Installation Standard: ASTM C 754.
 - 1. Gypsum Board Assemblies: Also comply with requirements in ASTM C 840 that apply to framing installation.
- B. Install supplementary framing, and blocking to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, or similar construction.
- C. Install bracing at terminations in assemblies.
- D. Do not bridge building control and expansion joints with non-load-bearing steel framing members. Frame both sides of joints independently.

3.4 INSTALLING FRAMED ASSEMBLIES

- A. Install framing system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.
 - 1. Single-Layer Application: 16 inches o.c. unless otherwise indicated.
 - 2. Multilayer Application: 16 inches o.c. unless otherwise indicated.
- B. Where studs are installed directly against exterior masonry walls or dissimilar metals at exterior walls, install isolation strip between studs and exterior wall.
- C. Install studs so flanges within framing system point in same direction.
- D. Install tracks (runners) at floors and overhead supports. Extend framing full height to structural supports or substrates above suspended ceilings except where partitions are indicated to terminate at suspended ceilings. Continue framing around ducts penetrating partitions above ceiling.
 - 1. Slip-Type Head Joints: Where framing extends to overhead structural supports, install

- to produce joints at tops of framing systems that prevent axial loading of finished assemblies.
2. Door Openings: Screw vertical studs at jambs to jamb anchor clips on door frames;
install runner track section (for cripple studs) at head and secure to jamb studs.
 - a. Install two full height 0.312 inch (0.79 mm) (20 gage) studs at each jamb unless otherwise indicated.
 - b. Install cripple studs at head adjacent to each jamb stud, with a minimum 1/2-inch clearance from jamb stud to allow for installation of control joint in finished assembly.
 - c. Extend jamb studs through suspended ceilings and attach to underside of overhead structure.
 - d. Provide 2 nested 0.312 inch (0.79 mm) (20 gage) studs below head track at head of opening at all door pairs.
 3. Other Framed Openings: Frame openings other than door openings the same as required for door openings unless otherwise indicated. Install framing below sills of openings to match framing required above door heads.
 4. Partitions Supporting Tile Finish: For partitions to be finished with ceramic tile, provide 20 gage studs at not less than 16" on center. For lobby wall to support ceramic tile, provide 16 gauge studs indicated under Division 5.
- E. Direct Furring:
1. Screw to framing.
 2. Attach to concrete or masonry with stub nails, screws designed for masonry attachment, or powder-driven fasteners spaced 24 inches o.c.
- F. Z-Furring Members:
1. Except at exterior corners, securely attach narrow flanges of furring members to wall with concrete stub nails, screws designed for masonry attachment, or powder-driven fasteners spaced 24 inches (610 mm) o.c.
 2. At exterior corners, attach wide flange of furring members to wall with short flange extending beyond corner; on adjacent wall surface, screw-attach short flange of furring channel to web of attached channel. At interior corners, space second member no more than 12 inches (305 mm) from corner and cut insulation to fit.
- G. 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.

3.5 INSTALLING SUSPENSION SYSTEMS

- A. Install suspension system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.
1. Hangers: 48 inches o.c.

2. Carrying Channels (Main Runners): 48 inches o.c.
 3. Furring Channels (Furring Members): 16 inches o.c.
- B. Isolate suspension systems from building structure where they abut or are penetrated by building structure to prevent transfer of loading imposed by structural movement.
- C. Suspend hangers from building structure as follows:
1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structural or suspension system.
 - a. Splay hangers only where required to miss obstructions and offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.
 2. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with locations of hangers required to support standard suspension system members, install supplemental suspension members and hangers in the form of trapezes or equivalent devices.
 - a. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced installation standards.
 3. Wire Hangers: Secure by looping and wire tying, either directly to structures or to inserts, eye screws, or other devices and fasteners that are secure and appropriate for substrate, and in a manner that will not cause hangers to deteriorate or otherwise fail.
 - a. Do not attach wire hangers to metal deck, piping, or conduits as noted below.
 4. Flat Hangers: Secure to structure, including intermediate framing members, by attaching to inserts, eye screws, or other devices and fasteners that are secure and appropriate for structure and hanger, and in a manner that will not cause hangers to deteriorate or otherwise fail.
 5. Do not attach hangers to steel roof deck.
 6. Do not attach hangers to permanent metal forms. Furnish cast-in-place hanger inserts that extend through forms.
 7. Do not connect or suspend steel framing from ducts, pipes, or conduit.
- D. Seismic Bracing: Sway-brace suspension systems with hangers used for support.
- E. Grid Suspension Systems: Attach perimeter wall track or angle where grid suspension systems meet vertical surfaces. Mechanically join main beam and cross-furring members to each other and butt-cut to fit into wall track.
- F. Installation Tolerances: Install suspension systems that are level to within 1/8 inch in 12 feet measured lengthwise on each member that will receive finishes and transversely between parallel members that will receive finishes.

END OF SECTION 092216

SECTION 092900- GYPSUM BOARD

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:

1. Interior gypsum wall board.
2. Acoustical

sealant. B. Related

Requirements:

1. Division 6 Section "Rough Carpentry" for wood blocking.
2. Division 09 Section "Non-Structural Metal Framing" for non-structural framing and suspension systems that support gypsum board panels.
3. Division 9 Section "Painting".

1.3 SUBMITTALS

- A. Product Data: For each type of product.
- B. Drawings: Submit drawings indicating locations of control joints.

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, those that are moisture damaged, and those that are mold

damaged.

1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

PART 2 - PRODUCTS

2.1 GYPSUM BOARD, GENERAL

- A. Size: Provide maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.
- B. Regional Materials: Gypsum panel products shall be manufactured within 500 miles (800 km) of Project site from materials that have been extracted, harvested, or recovered, as well as manufactured, within 500 miles (800 km) of Project site.

2.2 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. American Gypsum.
 2. CertainTeed Corp.
 3. Georgia-Pacific Gypsum LLC.
 4. National Gypsum Company.
 5. USG Corporation.
- B. Gypsum Board, Type X: ASTM C 1396/C 1396M.
 1. Thickness: 5/8 inch.
 2. Long Edges: Tapered.

2.3 TRIM ACCESSORIES

- A. Interior Trim: ASTM C 1047.
 1. Material:
 - a. Galvanized or aluminum-coated steel sheet or rolled zinc.
 - b. Trim-Tex, Super Seal Tear Away™ L Bead where abutting exterior metal doors and windows.
 2. Shapes:
 - a. Cornerbead.

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b. LC-Bead: J-shaped; exposed long flange receives joint compound. c. Expansion (control) joint.

- B. Exterior Trim: ASTM C 1047.
1. Material: Hot-dip galvanized steel sheet or rolled zinc.
 2. Shapes:
 - a. Cornerbead: Use at outside corners.
 - b. LC-Bead (J-Bead): Use at exposed panel edges.
 - c. Expansion (Control) Joint: One-piece, rolled zinc with V-shaped slot and removable strip covering slot opening. Use where indicated.

2.4 JOINT TREATMENT MATERIALS

- A. General: Comply with ASTM C 475/C

475M. B. Joint Tape:

1. Interior Gypsum Board: Paper.

- C. Joint Compound for Interior Gypsum Board: For each coat use formulation that is compatible with other compounds applied on previous or for successive coats.

1. Prefilling: At open joints and damaged surface areas, use setting-type taping compound.
2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use setting-type taping or drying-type, all-purpose compound.
 - a. Use setting-type compound for installing paper-faced metal trim accessories.
3. Fill Coat: For second coat, use setting-type, sandable topping or drying-type, all-purpose compound.
4. Finish Coat: For third coat, use drying-type, all-purpose compound.
5. Skim Coat: Not required.

2.5 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 (0.84 to 2.84 mm) thick.
2. Use plated or polymer coated screws at wet locations including showers and building exteriors.

- C. Sound Attenuation Blankets: ASTM C 665, Type I (blankets without membrane facing) produced by combining thermosetting resins with mineral fibers manufactured from glass, slag wool, or rock wool.

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1. Provide material with maximum flame-spread and smoke-developed indices of 10 and 10, respectively; passing ASTM E 136 for combustion characteristics.
 2. Fire-Resistance-Rated Assemblies: Comply with mineral-fiber requirements of assembly.
- D. Acoustical Joint Sealant: Manufacturer's standard nonsag, paintable, nonstaining latex sealant complying with ASTM C 834. Product effectively reduces airborne sound transmission through perimeter joints and openings in building construction as demonstrated by testing representative assemblies according to ASTM E 90.
1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Accumetric LLC; BOSS 824 Acoustical Sound Sealant.
 - b. Grabber Construction Products; Acoustical Sealant GSC.
 - c. Pecora Corporation; AC-20 FTR or AIS-919.
 - d. Specified Technologies, Inc.; Smoke N Sound Acoustical Sealant.
 - e. USG Corporation; SHEETROCK Acoustical Sealant.
 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 ceiling panels across framing to minimize the number of abutting end joints and to avoid abutting end joints in central area of each ceiling. Stagger abutting end joints of adjacent panels not less than one framing member.
 - C. Install panels with face side out. Butt panels together for a light contact at edges and ends with not more than 1/16 inch of open space between panels. Do not force into place.
 - D. Locate edge and end joints over supports, except in ceiling applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Do not place tapered edges against cut edges or ends. Stagger vertical joints on opposite sides of partitions. Do not make joints other than control joints at corners of framed openings.

- E. Form control and expansion joints with space between edges of adjoining gypsum panels.
- F. Cover both faces of support framing with gypsum panels in concealed spaces (above ceilings, etc., except in chases braced internally and where indicated by wall type).
 - 1. Unless concealed application is indicated or required for sound, fire, air, or smoke ratings, coverage may be accomplished with scraps of not less than 8 sq. ft. in area.
 - 2. Fit gypsum panels around ducts, pipes, and conduits.
 - 3. Where partitions intersect structural members projecting below underside of floor/roof slabs and decks, cut gypsum panels to fit profile formed by structural members; allow 1/4- to 3/8-inch- wide joints to install sealant.
- G. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments, except floors. Provide 1/4- to 1/2-inch- wide spaces at these locations and trim edges with edge trim where edges of panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.
- H. Attachment to Steel Framing: Attach panels so leading edge or end of each panel is attached to open (unsupported) edges of stud flanges first.
- I. Acoustic Separations: Seal construction at perimeters, behind control joints, and at openings and penetrations with a continuous bead of acoustical sealant. Install acoustical sealant at both faces of partitions at perimeters and through penetrations. Comply with ASTM C 919 and with manufacturer's written recommendations for locating edge trim and closing off sound-flanking paths around or through assemblies, including sealing partitions above acoustical ceilings.
 - 1. Refer to wall types and to Division 9 Section "Non-Structural Metal Framing". Provide STC-rated assemblies for all partitions.
 - 2. Fire rated sealants may be substituted for acoustic sealants in non-fire rated assemblies.
- J. Install sound attenuation blankets before installing gypsum panels unless blankets are readily installed after panels have been installed on one side.

3.3 APPLYING GYPSUM

BOARD A. Single-Layer

Application:

- 1. On ceilings, apply gypsum panels before wall/partition board application to greatest extent possible and at right angles to framing unless otherwise indicated.
- 2. On partitions/walls, apply gypsum panels vertically (parallel to framing) unless otherwise indicated or required by fire-resistance-rated assembly, and minimize end joints.
 - a. Stagger abutting end joints not less than one framing member in alternate

courses of panels.

3. Fastening Methods: Apply gypsum panels to supports with steel drill screws.

3.4 INSTALLING TRIM ACCESSORIES

- A. General: For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.
- B. Control Joints: Install control joints at locations indicated on Drawings, or if not indicated, 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.
 2. LC-Bead: Use at exposed panel edges.

3.5 FINISHING GYPSUM BOARD

- A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.
- B. Prefill open joints 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 1: Ceiling plenum areas, concealed areas, and where indicated.
 2. Level 2: Not used.
 3. Level 3: Not used.
 4. Level 4: At panel surfaces that will be exposed to view unless otherwise indicated.
 - a. Primer and its application to surfaces are specified in other Division 09 Sections.

3.6 FIELD QUALITY CONTROL

- A. Above-Ceiling Observation: Before Contractor installs gypsum board ceilings, conduct an above-ceiling observation and report deficiencies in the Work observed. Do not proceed with installation of gypsum board to ceiling support framing until deficiencies have been corrected.
 1. Complete the following in areas to receive gypsum board ceilings before gypsum:
 - a. Temporary lighting sufficient for work. Refer to Division 1 Section "Temporary Facilities and Controls".

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- b. Installation, insulation, and leak and pressure testing of water piping systems.
- c. Installation of air-duct systems.
- d. Installation of air devices.
- e. Installation of mechanical system control-air tubing.
- f. Installation of ceiling support framing.
- g. Installation of Through Penetration Firestop Systems for other than gypsum systems.

3.7 PROTECTION

- A. Protect adjacent surfaces from drywall compound and promptly remove from floors and other non-drywall surfaces. Repair surfaces stained, marred, or otherwise damaged during drywall application.
- B. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.
- C. Remove and replace panels that are wet, moisture damaged, and mold damaged.
 - 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
 - 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION
092900

SECTION 095123- ACOUSTICAL TILE CEILINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Acoustical tiles for ceilings.
 - 2. Concealed suspension systems.
- 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 Verification: For each component indicated and for each exposed finish required, prepared on Samples of size indicated below.
 - 1. Acoustical Tile: Set of full-size Samples of each type, color, pattern, and texture.
 - 2. Concealed Suspension-System Members: 6-inch- (150-mm-) long Sample of each type.
 - 3. Exposed Moldings and Trim: Set of 6-inch- (150-mm-) long Samples of each type and color.

1.4 INFORMATIONAL SUBMITTALS

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

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 Units: Full-size tiles equal to 2 percent of quantity installed for each color, type, size and pattern installed.
 - 2. Suspension- System Components: Quantity of each concealed grid and exposed component equal to 2 percent of quantity installed.

1.7 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Qualified according to the National Voluntary Laboratory Accreditation Program (NVLAP) for testing indicated.

1.8 DELIVERY, STORAGE, AND HANDLING

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

1.9 FIELD CONDITIONS

- A. Environmental Limitations: Do not install acoustical tile ceilings until spaces are enclosed and weatherproof, wet work in spaces is complete and dry, work above ceilings is complete, and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.
 - 1. Pressurized Plenums: Operate ventilation system for not less than 48 hours before beginning acoustical tile 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 TILES, GENERAL

A. Source Limitations: Obtain all components of acoustical ceiling tile and supporting suspension systems from single source from single manufacturer.

B. Acoustical Tile Standard: Provide manufacturer's standard tiles of configuration indicated that comply with ASTM E 1264 classifications as designated by types, patterns, acoustical ratings, and light reflectances unless otherwise indicated.

1. Mounting Method for Measuring NRC: Type E-400; plenum mounting in which face of test specimen is 15-3/4 inches (400 mm) away from test surface according to ASTM E 795.

C. Acoustical Tile Colors and Patterns: Match appearance characteristics indicated for each product type.

1. Where appearance characteristics of acoustical tiles 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 TILES: (ACT-1)

A. Products: Subject to compliance with requirements, provide Armstrong, Cortega 15/16 Square Lay-in 704.

B. Classification: Provide fire-resistance-rated tiles complying with ASTM E 1264 for type, form, and pattern as follows:

1. Type and Form: Type III, mineral base with painted finish; Form 2, water felted.
2. Pattern: C D (perforated; perforated, small holes and

fissured). C. Color: White.

D. LR: Not less than 0.82.

E. NRC: Not less than

0.55. F. CAC: Not less

than 33.

G. Edge/Joint Detail: Angled

Tegular. H. Thickness: 5/8-inch.

I. Modular Size: 24 by 24 inches.

J. Broad Spectrum Antimicrobial Fungicide and Bactericide Treatment: Provide acoustical tiles 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.

2.4 METAL SUSPENSION SYSTEMS, GENERAL

A. Metal Suspension-System Standard: Provide manufacturer's standard metal suspension systems of types, structural classifications, and finishes indicated that comply with applicable requirements in ASTM C 635/C 635M.

B. Attachment Devices: Size for five times the design load indicated in ASTM C 635/C 635M, Table 1, "Direct Hung," unless otherwise indicated. Comply with seismic design requirements.

1. Anchors in Concrete: Anchors of type and material indicated below, with holes or loops for attaching hangers of type indicated and with capability to sustain, without failure, a load equal to five times that imposed by ceiling construction, as determined by testing according to ASTM E 488 or ASTM E 1512 as applicable, conducted by a qualified testing and inspecting agency.

a. Type: Cast-in-place anchors.

b. Corrosion Protection: Carbon-steel components zinc plated to comply with

ASTM B 633, Class Fe/Zn 5 (0.005 mm) for Class SC 1 service condition.

c. 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 anchors.

C. Wire Hangers, Braces, and Ties: Provide wires complying with the following requirements:

1. Zinc-Coated, Carbon-Steel Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper.
 2. Size: Select wire diameter so its stress at three times hanger design load (ASTM C 635/C 635M, Table 1, "Direct Hung") will be less than yield stress of wire, but provide not less than 0.106-inch- (2.69-mm-) diameter wire.
- D. Hanger Rods or Flat Hangers: Mild steel, zinc coated or protected with rust-inhibitive paint.
- E. Angle Hangers: Angles with legs not less than 7/8 inch (22 mm) wide; formed with 0.04-inch- (1-mm-) thick, galvanized-steel sheet complying with ASTM A 653/A 653M, G90 (Z275) coating designation; with bolted connections and 5/16-inch- (8-mm-) diameter bolts.

2.5 METAL SUSPENSION SYSTEM

- A. Basis-of-Design Product: Subject to compliance with requirements, provide Armstrong, Prelude 15/16" Exposed Tee System (7300 Series) or comparable product by one of the following:
1. Armstrong World Industries, Inc.
 2. CertainTeed Corp.
 3. USG Interiors, Inc.; Subsidiary of USG Corporation.
- B. Direct-Hung, Double-Web Suspension System: Main and cross runners roll formed from and capped with cold-rolled steel sheet, prepainted, electrolytically zinc coated, or hot-dip galvanized according to ASTM A 653/A 653M, G30 (Z90) coating designation.
1. Structural Classification: Intermediate-duty system.
 2. End Condition of Cross Runners: Override (stepped) or butt-edge type.
 3. Face Design: Flat, flush.
 4. Cap Material: Steel cold-rolled sheet.
 5. Cap Finish: Painted white.
 6. Accessories: Install adjustable grid spacer clips at locations of recessed, linear light fixtures to equally space main beams to the required extents. Provide Armstrong GSC12 or equal to coordinate with exposed tee system.

2.6 METAL EDGE MOLDINGS AND TRIM

- A. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings: Armstrong to match ceiling grid system.
- B. Roll-Formed, Sheet-Metal Edge Moldings and Trim: Type and profile indicated or, if not indicated, manufacturer's standard moldings for edges and penetrations complying 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 tile edge details and suspension systems indicated and that match width and configuration of exposed runners unless otherwise indicated.

2.7 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:
 - a. Henkel Corporation; OSI Pro-Series SC-175 Acoustical Sound Sealant.
 - b. Pecora Corporation; AIS-919.
 - c. Tremco, Inc.; Tremco Acoustical Sealant.
- B. Acoustical Sealant for Concealed Joints:
 1. Exposed and Concealed Joints: Nonsag, paintable, nonstaining latex sealant.
 2. Concealed Joints: Nondrying, nonhardening, nonskinning, nonstaining, gunnable, synthetic-rubber sealant.
- C. 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: Nonsag, paintable, nonstaining latex sealant.
 2. Concealed Joints: Nondrying, nonhardening, nonskinning, nonstaining, gunnable, synthetic-rubber sealant.

PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 PREPARATION

- A. Testing Substrates: Before installing adhesively applied tiles on wet-placed substrates such as cast-in-place concrete or plaster, test and verify that moisture level is below tile manufacturer's recommended limits.

- B. Measure each ceiling area and establish layout of acoustical tiles to balance border widths at opposite edges of each ceiling. Avoid using less-than-half-width tiles at borders, and comply with layout shown on reflected ceiling plans.

3.3 INSTALLATION OF SUSPENDED ACOUSTICAL TILE CEILINGS

- A. General: Install acoustical panel ceilings to comply with ASTM C 636/C 636M 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 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. Secure flat, angle, channel, and rod hangers to structure, including intermediate framing members, by attaching to inserts, eye screws, or other devices that are secure and appropriate for both the structure to which hangers are attached and the type of hanger involved. Install hangers in a manner that will not cause them to deteriorate or fail due to age, corrosion, or elevated temperatures.
 - 6. Do not support ceilings directly from permanent metal forms or floor deck. Fasten hangers to cast-in-place hanger inserts, postinstalled mechanical or adhesive anchors, or power-actuated fasteners that extend through forms into concrete.
 - 7. When steel framing does not permit installation of hanger wires at spacing required, install carrying channels or other supplemental support for attachment of hanger wires.
 - 8. Do not attach hangers to steel deck tabs.
 - 9. Do not attach hangers to steel roof deck. Attach hangers to structural members.
 - 10. Space hangers not more than 48 inches (1200 mm) o.c. along each member supported directly from hangers unless otherwise indicated; provide hangers not more than 8 inches (200 mm) from ends of each member.
 - 11. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced standards and publications.

- C. Secure bracing wires to ceiling suspension members and to supports with a minimum of four tight turns. Suspend bracing from building's structural members as required for hangers without attaching to permanent metal forms, steel deck, or steel deck tabs. Fasten bracing wires into concrete with cast-in-place or postinstalled anchors.
- D. Install edge moldings and trim of type indicated at perimeter of acoustical tile ceiling area and where necessary to conceal edges of acoustical tiles.
 - 1. Apply acoustical sealant in a continuous ribbon concealed on back of vertical legs of moldings before they are installed.
and not more than 3 inches (75 mm) from ends, leveling with ceiling suspension system to a tolerance of 1/8 inch in 12 feet (3.2 mm in 3.6 m). 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. Arrange directionally patterned acoustical tiles as follows:
 - 1. As indicated on reflected ceiling plans.
- G. Install acoustical tiles in coordination with suspension system and exposed moldings and trim.
Place splines or suspension-system flanges into kerfed edges so tile-to-tile joints are closed by double lap of material.
 - 1. Fit adjoining tile to form flush, tight joints. Scribe and cut tile for accurate fit at borders and around penetrations through tile.
 - 2. Hold tile field in compression by inserting leaf-type, spring-steel spacers between tile and moldings, spaced 12 inches (305 mm) o.c.
 - 3. Protect lighting fixtures and air ducts to comply with requirements indicated for fire-resistance-rated assembly.

3.4 FIELD QUALITY CONTROL

- A. Special Inspections: Owner reserves the right to engage a qualified special inspector to perform the following special inspections:
 - 1. Compliance of seismic design.
- B. Testing Agency: Owner reserves the right to engage a qualified testing agency to perform tests and inspections and prepare test reports.
- C. Perform the following tests and inspections of completed installations of acoustical tile ceiling

hangers and anchors and fasteners in successive stages and when installation of ceiling suspension systems on each floor has reached 20 percent completion but no tiles have been installed. Do not proceed with installations of acoustical tile ceiling hangers for the next area until test results for previously completed installations of acoustical tile ceiling hangers show compliance with requirements.

1. Within each test area, testing agency will select one of every 10 power-actuated fasteners and postinstalled anchors used to attach hangers to concrete and will test them for 200 lbf (890 N) of tension; it will also select one of every two postinstalled anchors used to attach bracing wires to concrete and will test them for 440 lbf (1957 N) of tension.
 2. When testing discovers fasteners and anchors that do not comply with requirements, testing agency will test those anchors not previously tested until 20 pass consecutively and then will resume initial testing frequency.
- D. Acoustical tile ceiling hangers and anchors and fasteners will be considered defective if they do not pass tests and inspections.
- E. Prepare test and inspection reports.

3.5 CLEANING

- A. Clean exposed surfaces of acoustical tile ceilings, including trim and edge moldings. Comply with manufacturer's written instructions for cleaning and touchup of minor finish damage. Remove and replace tiles and other ceiling components that cannot be successfully cleaned and repaired to permanently eliminate evidence of damage.

END OF SECTION
095123

SECTION 096513- RESILIENT BASE AND
ACCESSORIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
1. Resilient base.
 2. Resilient molding accessories.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples for Verification: For each type of product indicated and for each color, texture, and pattern required in manufacturer's standard-size Samples, but not less than 12 inches (300 mm) long.

1.4 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. Furnish not less than 10 linear feet for every 500 linear feet or fraction thereof, of each type, color, pattern, and size of resilient product installed.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F (10 deg C) or more than 90 deg F (32 deg C).

1.6 FIELD CONDITIONS

- A. Maintain ambient temperatures within range recommended by manufacturer, but not less than 65 deg F (18 deg C) or more than 70 deg F (21 deg C), in spaces to receive resilient

products during the following time periods:

1. 48 hours before installation.
 2. During installation.
 3. 48 hours after installation.
- B. After installation and until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than 65 deg F (18 deg C) or more than 95 deg F (35 deg C).
- C. Install resilient products after other finishing operations, including painting, have been completed.

PART 2 - PRODUCTS

2.1 THERMOSET-RUBBER BASE: (RB-1)

- A. Manufacturers: Subject to compliance with requirements, provide products to match existing.
Available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following::
1. Johnsonite; A Tarkett Company.
 2. Armstrong World Industries; Commercial Flooring Division.
 3. Burke Mercer Flooring Products.
 4. Flexco.
 5. Roppe, Corporation USA.
- B. Product Standard: ASTM F 1861, Type TP (rubber, thermoplastic).
1. Group: I (solid, homogeneous).
 2. Style and Location:
 - a. Style B, Cove: Location per drawings.
 - 1) Profile: Traditional with toe
(coved).
- C. Thickness: 0.125 inch (3.2 mm).
- D. Height: 4 inches (102 mm).
- E. Lengths: Coils in manufacturer's longest available, standard length.
- F. Outside Corners: Preformed.
- G. Inside Corners: Job formed or preformed.
- H. Colors: To be selected by owner/ architect

2.2 VINYL MOLDING ACCESSORY

- A. Manufacturers: Subject to compliance with requirements, provide products from the same manufacturer as resilient base. Product provided must be equal to basis of design product indicated as approved by architect.
 - 1. Basis of Design: Johnsonite; A Tarkett Company.
- B. Description: Vinyl reducer strip for resilient flooring and transition strips
- C. Profile and Dimensions:
 - 1. Sheet Vinyl (SV) to Vinyl Composition Tile (VCT):
 - a. Johnsonite, ADA Compliant Wheeled Traffic Transition CTA-XX-X.
 - b. See finish plan for locations.
- D. Locations: Provide vinyl molding accessories at transitions indicated.
- E. Colors and Patterns: As selected by Architect from full range of industry colors.

2.3 INSTALLATION MATERIALS

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement based or blended hydraulic-cement-based formulation provided or approved by resilient-product manufacturer for applications indicated.
- B. Adhesives: Water-resistant type recommended by resilient-product manufacturer for resilient products and substrate conditions indicated.
 - 1. Adhesives shall have a VOC content of 50 g/L or

less. PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 PREPARATION

- A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.

- B. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound; remove bumps and ridges to produce a uniform and smooth substrate.
- C. Do not install resilient products until they are the same temperature as the space where they are to be installed.
 - 1. At least 48 hours in advance of installation, move resilient products and installation materials into spaces where they will be installed.
- D. Immediately before installation, sweep and vacuum clean substrates to be covered by resilient products.

3.3 RESILIENT BASE INSTALLATION

- A. Comply with manufacturer's written instructions for installing resilient base.
- B. Apply resilient base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.
- C. Install resilient base in lengths as long as practical without gaps at seams and with tops of adjacent pieces aligned.
- D. Tightly adhere resilient base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
- E. Do not stretch resilient base during installation.
- F. On masonry surfaces or other similar irregular substrates, fill voids along top edge of resilient base with manufacturer's recommended adhesive filler material.
- G. Preformed Corners: Install preformed corners before installing straight pieces.
- H. Job-Formed Corners:
 - 1. Outside Corners: Use straight pieces of maximum lengths possible and form with returns not less than 4 inches in length.
 - a. Form without producing discoloration (whitening) at bends.
 - 2. Inside Corners: Use straight pieces of maximum lengths possible and form with returns not less than 4 inches in length.
 - a. Miter corners to minimize open joints.

3.4 RESILIENT ACCESSORY INSTALLATION

- A. Comply with manufacturer's written instructions for installing resilient accessories.
- B. Resilient Molding Accessories: Butt to adjacent materials and tightly adhere to substrates

throughout length of each piece. Install reducer strips at edges of floor covering that would otherwise be exposed.

3.5 CLEANING AND PROTECTION

- A. Comply with manufacturer's written instructions for cleaning and protecting resilient products.
- B. Perform the following operations immediately after completing resilient-product installation:
1. Remove adhesive and other blemishes from exposed surfaces.
 2. Sweep and vacuum horizontal surfaces thoroughly.
 3. Damp-mop horizontal surfaces to remove marks and soil.
- C. Protect resilient products from marks, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.
- D. Cover resilient products subject to wear and foot traffic until Substantial Completion.

END OF SECTION
096513

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. Steel.
 - 2. Gypsum board.
- B. This Section includes surface preparation and field painting of exposed interior items and surfaces.
 - 1. Surface preparation, priming, and finish coats specified in this Section are in addition to shop priming and surface treatment specified in other Sections.
- C. This Section includes exposed items and surfaces with low VOC coatings complying with ME DEP regulations.
- D. Paint exposed surfaces, except where these Specifications indicate that the surface or material is not to be painted or is to remain natural. If an item or a surface is not specifically mentioned, paint the item or surface the same as similar adjacent materials or surfaces. If a color of finish is not indicated, Architect will select from standard colors and finishes available.
 - 1. Painting includes field painting of exposed bare and covered pipes and ducts (including color coding), hangers, exposed steel and iron supports, and surfaces of mechanical and electrical equipment that do not have a factory-applied final finish.
- E. Do not paint prefinished items, concealed surfaces, finished metal surfaces, operating parts, and labels.
 - 1. Prefinished items include the following factory-finished components:
 - a. Architectural woodwork.
 - b. Toilet enclosures.
 - c. Finished mechanical and electrical equipment.
 - d. Light fixtures.
 - 2. Concealed surfaces include walls or ceilings in the following generally inaccessible spaces:
 - a. Furred areas.
 - b. Ceiling plenums.

3. Finished metal surfaces include the following:
 - a. Anodized aluminum.
 - b. Stainless steel.
 - c. Chromium plate.
 - d. Copper and copper alloys.
 - e. Bronze and brass.
4. Operating parts include moving parts of operating equipment and the following:
 - a. Valve and damper operators.
 - b. Linkages.
 - c. Sensing devices.
 - d. Motor and fan shafts.
5. Labels: Do not paint over UL, FMG, or other code-required labels or equipment name, identification, performance rating, or nomenclature plates.

1.3 DEFINITIONS

- A. General: Standard coating terms defined in ASTM D 16 apply to this Section.
 1. Flat refers to a lusterless or matte finish with a gloss range below 15 when measured at an 85-degree meter.
 2. Eggshell refers to low-sheen finish with a gloss range between 20 and 35 when measured at a 60-degree meter.
 3. Semigloss refers to medium-sheen finish with a gloss range between 35 and 70 when measured at a 60-degree meter.
 4. Full gloss refers to high-sheen finish with a gloss range more than 70 when measured at a 60-degree meter.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
 1. Material List: An inclusive list of required coating materials. Indicate each material and cross-reference specific coating, finish system, and application. Identify each material by manufacturer's catalog number and general classification.
 2. Manufacturer's Information: Manufacturer's technical information, including label analysis and instructions for handling, storing, and applying each coating material.
- B. Samples for Verification: For each type of paint system and in each color and gloss of topcoat.

1. Submit Samples on rigid backing, 8 inches (200 mm) square.
2. Apply coats on Samples in steps to show each coat required for system.
3. Label each coat of each Sample.
4. Label each Sample for location and application area.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra paint materials from the same production run as the materials applied and in the quantities described below. Package with protective covering for storage and identify with labels describing contents and corresponding with drawings. Deliver extra materials to Owner.
1. Quantity: Furnish Owner with an additional 5 percent, but not less than 1 gallon of each material and color applied.

1.6 QUALITY ASSURANCE

- A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
1. Architect will select one surface to represent surfaces and conditions for application of each paint system.
 - a. Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft.
 - b. Other Items: Architect will designate items or areas required.
 2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
 3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.
 4. Contractor shall obtain from Owner specific Sherwin Williams formula mix for paint color and finish, for each paint system indicated to ensure compliance with standards.
- B. Applicator Qualifications: A firm or individual experienced in applying paints and coatings similar in material, design, and extent to those indicated for this Project, whose work has resulted in applications with a record of successful in-service performance.
- C. Source Limitations: Obtain appropriate primers for each coating system from the same manufacturer as the finish coats.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to Project site in manufacturer's original, unopened packages and containers bearing manufacturer's name and label and the following information:
1. Product name or title of material.

2. Product description (generic classification or binder type).
3. Manufacturer's stock number, date of manufacture and USM specific color name.
4. Contents by volume, for pigment and vehicle constituents.
5. Application instructions.
6. Color name and number.
7. VOC content.

B. 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. Maintain containers in clean condition, free of foreign materials and residue.

1. Protect from freezing. Keep storage area neat and orderly. Remove oily rags and waste daily.

1.8 PROJECT CONDITIONS

- A. Apply waterborne paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 90 deg F (10 and 32 deg C).
- B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by The Sherwin Williams Company.
- B. Products: Subject to compliance with requirements, available products that may be incorporated into the Work are limited to the products listed in other Part 2 articles for the paint category indicated.

2.2 PAINT, GENERAL

- A. Material Compatibility: Provide primers, and finish-coat materials that are compatible with one another and with the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
- B. Material Quality: Provide manufacturer's best-quality (commercial line) paint material of the various coating types specified that are factory formulated and recommended by manufacturer for application indicated. Paint-material containers not displaying manufacturer's product identification will not be acceptable.
- C. For each coat in a paint system, products shall be recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.

- D. Colors: As indicated in drawings.
- E. VOC Content: Products shall comply with VOC limits of authorities having jurisdiction and, for interior paints and coatings applied at Project site, the following VOC limits, exclusive of colorants added to a tint base, when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
1. Flat Paints and Coatings: 50 g/L.
 2. Nonflat Paints and Coatings: 150 g/L.
 3. Primers, Sealers, and Undercoaters: 200 g/L.
 4. Anticorrosive and Antirust Paints Applied to Ferrous Metals: 250 g/L.
 5. Zinc-Rich Industrial Maintenance Primers: 340 g/L.
 6. Pretreatment Wash Primers: 420 g/L.
 7. Floor Coatings: 100 g/L.
 8. Shellacs, Clear: 730 g/L.
 9. Shellacs, Pigmented: 550 g/L.
- F. Chemical Components of Field-Applied Interior Paints and Coatings: Provide topcoat paints and anti-corrosive and anti-rust paints applied to ferrous metals that comply with the following chemical restrictions; these requirements do not apply to paints and coatings that are applied in a fabrication or finishing shop:
1. Aromatic Compounds: Paints and coatings shall not contain more than 1.0 percent by weight of total aromatic compounds (hydrocarbon compounds containing one or more benzene rings).
 2. Restricted Components: Paints and coatings shall not contain any of the following:
 - a. Acrolein.
 - b. Acrylonitrile.
 - c. Antimony.
 - d. Benzene.
 - e. Butyl benzyl phthalate.
 - f. Cadmium.
 - g. Di (2-ethylhexyl) phthalate.
 - h. Di-n-butyl phthalate.
 - i. Di-n-octyl phthalate.
 - j. 1,2-dichlorobenzene.
 - k. Diethyl phthalate.
 - l. Dimethyl phthalate.
 - m. Ethylbenzene.
 - n. Formaldehyde.
 - o. Hexavalent chromium.
 - p. Isophorone.
 - q. Lead.
 - r. Mercury.
 - s. Methyl ethyl ketone.
 - t. Methyl isobutyl ketone.
 - u. Methylene chloride.
 - v. Naphthalene.
 - w. Toluene (methylbenzene).
 - x. 1,1,1-trichloroethane.
 - y. Vinyl chloride.

2.3 INTERIOR PRIMERS

- A. Interior Gypsum Board Primer: Factory-formulated latex-based primer for interior application.
 - 1. Sherwin Williams; ProMar 200 Zero VOC Latex Primer, B28W2600: Applied at a dry film thickness of not less than 1.5 mils or equal.
- B. Interior Ferrous-Metal Primer: Factory-formulated quick-drying rust-inhibitive metal primer.
 - 1. Sherwin Williams; (Interior Ferrous Metal) Pro Industrial Pro-Cryl Universal Primer, B66-310 Series: Applied at a dry film thickness of not less than 2.0 mils or equal.

2.4 INTERIOR FINISH COATS

- A. Interior Satin/Semi-Gloss Latex Enamel: Factory-formulated latex enamel.
 - 1. Sherwin Williams; ProMar 200 Zero VOC Interior Latex Semi-Gloss, B31-2600 Series: Applied at a dry film thickness of not less than 1.6 mils or equal.
- B. Interior Low-Luster Latex Enamel: Factory-formulated low-luster latex paint.
 - 1. Sherwin Williams; ProMar 200 Zero VOC Interior Latex Eg-Shel, B20-2600 Series: Applied at a dry film thickness of not less than 1.7 mils or equal.
- C. Interior Flat Latex Enamel: Factory-formulated flat latex paint.
 - 1. Sherwin Williams; ProMar 200 Zero VOC Interior Latex Flat, B30-2600 Series: Applied at a dry film thickness of not less than 1.7 mils or equal.

2.5 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 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. Gypsum Board: 12 percent.
- C. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.
- D. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.
- E. Proceed with coating application only after unsatisfactory conditions have been corrected.
 - 1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and paint systems indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is 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.
- A. Steel Substrates: Remove rust, loose mill scale, and shop primer, if any. Clean using methods recommended in writing by paint manufacturer, but not less than the following:
 - 1. SSPC-SP 2, "Hand Tool Cleaning."
 - 2. SSPC-SP 3, "Power Tool Cleaning."
 - 3. SSPC-SP 7/NACE No. 4, "Brush-off Blast Cleaning."
 - 4. SSPC-SP 11, "Power Tool Cleaning to Bare Metal."
- B. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and areas where shop paint is abraded. Paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.

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 equipment rooms:
 - a. Equipment, including panelboards and switch gear.
 - b. Uninsulated metal piping.
 - c. Uninsulated plastic piping.
 - d. Pipe hangers and supports.
 - e. Metal conduit.
 - f. Plastic conduit.
 - g. Tanks that do not have factory-applied final finishes.
 - h. Duct, equipment, and pipe insulation having cotton or canvas insulation covering or other paintable jacket material.
 2. Paint the following work where exposed in occupied spaces:
 - a. Equipment, including panelboards.
 - b. Uninsulated metal piping.
 - c. Uninsulated plastic piping.
 - d. Pipe hangers and supports.
 - e. Metal conduit.

- f. Plastic conduit.
 - g. Duct, equipment, and pipe insulation having cotton or canvas insulation covering or other paintable jacket material.
 - h. Other items as directed by Architect.
3. Paint portions of internal surfaces of metal ducts, without liner, behind air inlets and outlets that are visible from occupied spaces.

3.4 FIELD QUALITY CONTROL

- A. Dry Film Thickness Testing: 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.
- E. Upon substantial completion of project, under no circumstances shall open containers of paint and/or solvents be left behind at the project site.

3.6 INTERIOR PAINTING SCHEDULE

- A. Interior Painting Schedule assumes typically two finish coats over a primer, however it is expected that the Contractor shall provide as many finish coats as required to provide complete coverage of color with no streaks.
- B. Gypsum Board: Provide the following finish systems over interior gypsum board surfaces:
- 1. Ceilings and Soffits; Flat Latex Enamel: Two finish coats over a primer.
 - a. Primer: Interior latex based gypsum board primer.

- b. Finish Coats: Interior flat latex enamel.
- 2. Walls, Typical; Low-Luster Latex Enamel: Two finish coats over a primer.
 - a. Primer: Interior latex based gypsum board primer.
 - b. Finish Coats: Interior low-luster latex enamel.
- C. Ferrous Metal: Provide the following finish systems over ferrous metal:
 - 1. Semigloss Latex Enamel Finish: Two finish coats over a primer.
 - a. Primer: Interior ferrous-metal primer.
 - b. Finish Coats: Interior semi-gloss latex enamel.

END OF SECTION 099123

SECTION 123553.19- WOOD LABORATORY CASEWORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:

1. Wood laboratory casework.
2. Utility-space framing at backs of base cabinets.
3. Filler and closure panels.
4. Laboratory casework system that includes support and utility-space framing, filler and closure panels.
5. Laboratory countertops.
6. Shelves.

- B. Related Requirements:

1. Section 061000 "Rough Carpentry" for wood blocking for anchoring laboratory casework.
2. Section 092216 "Non-Structural Metal Framing" for reinforcements in metal-framed partitions for anchoring laboratory casework.
3. Section 096513 "Resilient Base and Accessories" for resilient base applied to wood laboratory casework.

1.3 DEFINITIONS

- A. Exposed Surfaces of Casework: Surfaces visible when doors and drawers are closed, including bottoms of cabinets more than 48 inches above floor, and visible surfaces in open cabinets or behind glass doors.

1. Ends of cabinets, including those installed directly against walls or other cabinets, are defined as "exposed."
2. Ends of cabinets indicated to be installed directly against and completely concealed by walls or other cabinets are defined as "concealed."

- B. Semiexposed Surfaces of Casework: Surfaces behind opaque doors, such as cabinet interiors, shelves, and dividers; interiors and sides of drawers; and interior faces of doors. Tops of cases 78 inches or more above floor and bottoms of cabinets more than 24 inches but less than 48 inches above floor are defined as semi-exposed.

- C. Concealed Surfaces of Casework: Include sleepers, web frames, dust panels, and other surfaces not usually visible after installation.

- D. MDF: Medium-density fiberboard.

- E. Hardwood Plywood: A panel product composed of layers, or plies, of veneer, or of veneers in combination with lumber core, hardboard core, MDF core, or particleboard core, joined with adhesive and faced both front and back with hardwood veneers.

1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.5 COORDINATION

- A. Coordinate layout and installation of framing and reinforcements for support of laboratory casework.
- B. Coordinate installation of laboratory casework with installation of fume hoods and other laboratory equipment.

1.6 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For laboratory casework. Include plans, elevations, sections, and attachment details.
 - 1. Indicate types and sizes of cabinets.
 - 2. Indicate locations of hardware.
 - 3. Indicate locations and types of service fittings.
 - 4. Indicate locations of blocking and reinforcements required for installing laboratory casework.
 - 5. Include details of utility spaces showing supports for conduits and piping.
 - 6. Include details of support framing system.
 - 7. Indicate locations of and clearances from adjacent walls, doors, windows, other building components, and other laboratory equipment.
 - 8. Include coordinated dimensions for laboratory equipment specified in other Sections.
- C. Samples for Initial Selection: For cabinet finishes and other materials requiring color selection.

1.7 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For manufacturer.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Protect finished surfaces during handling and installation with protective covering of polyethylene film or other suitable material.

1.9 FIELD CONDITIONS

- A. Environmental Limitations: Do not deliver or install laboratory casework until building is enclosed, utility roughing-in and wet work are complete and dry, and temporary HVAC system is operating and maintaining temperature and relative humidity at occupancy levels during the remainder of the construction period.
- B. Locate concealed framing, blocking, and reinforcements that support casework by field measurements before being enclosed, and indicate measurements on Shop Drawings.

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. ALC-Collegedale.
 - 2. Diversified Woodcrafts, Inc.
 - 3. Kewaunee Scientific Corporation.
 - 4. Thermo Fisher Scientific, Inc.
- B. Source Limitations: Obtain laboratory casework from single source from single manufacturer unless otherwise indicated.
 - 1. Obtain countertops, accessories and service fittings from casework manufacturer.
- C. Product Designations: Drawings indicate sizes and configurations of laboratory casework by referencing designated manufacturer's catalog numbers. Other manufacturers' laboratory casework of similar sizes and similar door and drawer configurations and complying with Specifications may be considered. See Section 016000 "Product Requirements."

2.2 PERFORMANCE REQUIREMENTS

- A. System Structural Performance: Laboratory casework and support framing system shall withstand the effects of the following gravity loads and stresses without permanent deformation, excessive deflection, or binding of drawers and doors:
 - 1. Support Framing System: 600 lb/ft.
 - 2. Work Surfaces (Including Tops of Suspended Base Cabinets): 160 lb/ft.
 - 3. Wall Cabinets (Upper Cabinets): 160 lb/ft.
 - 4. Shelves: 40 lb/sq. ft.

2.3 CASEWORK, GENERAL

- A. Casework Product Standard: Comply with SEFA 8 W, "Laboratory Grade Wood Casework."
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. Low-Emitting Materials: Fabricate casework, including countertops, with adhesives and composite wood products containing no urea formaldehyde.
- D. Low-Emitting Materials: Adhesives shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

2.4 WOOD CASEWORK

- A. Design: Reveal overlay with square edges.

1. Provide 1/8-inch reveals between doors and drawers that are adjacent.
- B. Wood Species: white birch
- C. Cut: Plain sliced/sawn.
- D. Matching:
 1. Provide veneers for each elevation from a single flitch, book or slip and running matched.
 - a. Provide continuous matching of adjacent drawer fronts within each cabinet and end matching between drawer fronts of adjacent cabinets.
- E. Grain Direction:
 1. Vertical on both doors and drawer fronts, with continuous vertical matching.
 2. Vertical on doors, horizontal on drawer fronts.
 3. Lengthwise on face frame members.
 4. Vertical on end panels.
 5. Side to side on bottoms and tops of units.
 6. Vertical on knee-space panels.
 7. Horizontal on aprons and table frames.
- F. Exposed Materials:
 1. General: Provide materials that are selected and arranged for compatible grain and color. Do not use materials adjacent to one another that are noticeably dissimilar in color, grain, figure, or natural character markings.
 2. Plywood: Hardwood plywood, either veneer core or particleboard core, made without urea formaldehyde with face veneer of species indicated. Grade A exposed faces, at least 1/50 inch thick, and Grade J crossbands. Provide backs of same species as faces.
 3. Solid Wood: Clear hardwood lumber of species indicated.
- G. Semiexposed Materials:
 1. Solid Wood: Sound hardwood lumber, selected to eliminate appearance defects, of same species as exposed solid wood.
 2. Plywood: Hardwood plywood of any species similar in color and grain to exposed plywood. Grade B faces and Grade J crossbands. Provide backs of same species as faces.
 3. Provide solid wood or hardwood plywood for semiexposed surfaces unless otherwise indicated.
- H. Concealed Materials:
 1. Solid Wood: Any species, with no defects affecting strength or utility.
 2. Plywood: Hardwood plywood. Provide backs of same species as faces.

2.5 COUNTERTOP TABLETOP AND SHELF MATERIALS

- A. Epoxy: Factory-molded, modified epoxy-resin formulation with smooth, nonspecular finish.
 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. Durcon Incorporated.
 - b. Prime industries, inc.
 - c. Thermo Fisher Scientific, Inc.
2. Physical Properties:
- a. Flexural Strength: Not less than 10,000 psi.
 - b. Modulus of Elasticity: Not less than 2,000,000 psi.
 - c. Hardness (Rockwell M): Not less than 100.
 - d. Water Absorption (24 Hours): Not more than 0.02 percent.
 - e. Heat Distortion Point: Not less than 260 deg F.
3. Chemical Resistance: Epoxy-resin material has the following ratings when tested with indicated reagents according to NEMA LD 3, Test Procedure 3.4.5:
- a. No Effect: Acetic acid (98 percent), acetone, ammonium hydroxide (28 percent), benzene, carbon tetrachloride, dimethyl formamide, ethyl acetate, ethyl alcohol, ethyl ether, methyl alcohol, nitric acid (70 percent), phenol, sulfuric acid (60 percent), and toluene.
 - b. Slight Effect: Chromic acid (60 percent) and sodium hydroxide (50 percent).
4. Color: Black.

2.6 FABRICATION

- A. Construction: Provide wood-faced laboratory casework complying with SEFA 8 W.
- B. Tables: Solid-hardwood legs, not less than 2 inches square with solid-hardwood stretchers as needed to comply with product standard. Bolt stretchers to legs and cross-stretchers, and bolt legs to table aprons. Provide leveling device at bottom of each leg.
 1. Leg Shoes: Black vinyl or rubber, open-bottom, slip-on type.
- C. Utility-Space Framing: Steel framing units consisting of two steel slotted channels complying with MFMA-4, not less than 1-5/8 inches square by 0.105-inch nominal thickness, and connected at top and bottom by U-shaped brackets made from 1-1/4-by-1/4-inch steel flat bars. Framing units may be made by welding specified channel material into rectangular frames instead of using U-shaped brackets.
- D. Removable Backs: Provide backs that can be removed from within cabinets at utility spaces.
- E. Filler and Closure Panels: Provide where indicated and as needed to close spaces between cabinets and walls, ceilings, and indicated equipment. Fabricate from same material and with same finish as adjacent exposed cabinet surfaces unless otherwise indicated.
 1. Provide knee-space panels (modesty panels) at spaces between base cabinets, where cabinets are not installed against a wall or where space is not otherwise closed.
 2. Provide utility-space closure panels at spaces between base cabinets where utility space would otherwise be exposed, including spaces below countertops.

3. Provide closure panels at ends of utility spaces where utility space would otherwise be exposed.

2.7 WOOD FINISH

- A. Preparation: Sand lumber and plywood before assembling. Sand edges of doors, drawer fronts, and molded shapes with profile-edge sander. Sand after assembling for uniform smoothness at least equivalent to that produced by 220-grit sanding and without machine marks, cross sanding, or other surface blemishes.
- B. Staining: Remove fibers and dust and apply stain to exposed and semiexposed surfaces as necessary to match approved Samples. Apply stain in a manner that produces a consistent appearance. Apply wash-coat sealer before applying stain to closed-grain wood species.
- C. Chemical-Resistant Finish: Apply laboratory casework manufacturer's standard two-coat, chemical-resistant, transparent finish. Sand and wipe clean between coats. Topcoat(s) may be omitted on concealed surfaces.
 1. Chemical and Physical Resistance of Finish System: Finish complies with acceptance levels of cabinet surface finish tests in SEFA 8 W. Acceptance level for chemical spot test shall be no more than four Level 3 conditions.

2.8 HARDWARE

- A. General: Provide laboratory casework manufacturer's standard, commercial-quality, heavy-duty hardware complying with requirements indicated for each type.
- B. Frameless Concealed Hinges (European Type): BHMA A156.9, Type B01602, 170 degrees of opening. Provide two for doors 48 inches high or less and three for doors more than 48 inches high.
- C. Hinged Door and Drawer Pulls: Solid-aluminum, stainless-steel, or chrome-plated-brass back-mounted pulls. Provide two pulls for drawers more than 24 inches wide.
 1. Design: Wire pulls.
 2. Overall Size: 1-1/4 by 4-1/2 inches
- D. Drawer Slides: Side mounted, epoxy-coated steel, self-closing; designed to prevent rebound when drawers are closed; complying with BHMA A156.9, Type B05091.
 1. Provide Grade 1; for drawers not more than 6 inches high and 24 inches wide.
 2. Provide Grade 1HD-100; for drawers more than 6 inches high or 24 inches wide.
 3. Standard Duty (Grade 1): Full-extension type, with polymer rollers.
 4. Heavy Duty (Grade 1HD-100 and Grade 1HD-200): Full-extension, ball-bearing type.
- E. Drawer Slides: Hardwood runners under centers of drawers with polymer guides fastened to backs of drawers.
- F. Sliding-Door Hardware Sets: Laboratory casework manufacturer's standard, to suit type and size of sliding-door units.
- G. Adjustable Shelf Supports: Powder-coated steel shelf rests complying with BHMA A156.9, Type B04013.

2.9 COUNTERTOPS

- A. Countertops, General: Provide units with smooth surfaces in uniform plane, free of defects. Make exposed edges and corners straight and uniformly beveled. Provide front and end overhang of 1 inch, with continuous drip groove on underside 1/2 inch from edge.
- B. Epoxy Countertops:
 - 1. Countertop Fabrication: Fabricate with factory cutouts for sinks, holes for service fittings and accessories, and butt joints assembled with epoxy adhesive and concealed metal splines.
 - a. Countertop Configuration: As indicated.
 - b. Countertop Construction: Uniform throughout full thickness.
 - c. Product Option: Phenolic-composite countertops may be substituted for epoxy countertops at Contractor's option.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas, with Installer present, for compliance with requirements for installation tolerances, location of reinforcements, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION OF CABINETS

- A. Comply with installation requirements in SEFA 2.3. Install level, plumb, and true; shim as required, using concealed shims. Where laboratory casework abuts other finished work, apply filler strips and scribe for accurate fit, with fasteners concealed where practical. Do not exceed the following tolerances:
 - 1. Variation of Tops of Base Cabinets from Level: 1/16 inch in 10 feet.
 - 2. Variation of Bottoms of Upper Cabinets from Level: 1/8 inch in 10 feet.
 - 3. Variation of Faces of Cabinets from a True Plane: 1/8 inch in 10 feet.
 - 4. Variation of Adjacent Surfaces from a True Plane (Lippage): 1/32 inch.
 - 5. Variation in Alignment of Adjacent Door and Drawer Edges: 1/16 inch.
- B. Utility-Space Framing: Secure to floor with two fasteners at each frame. Fasten to partition framing, wood blocking, or metal reinforcements in partitions and to base cabinets.
- C. Base Cabinets: Fasten cabinets to utility-space framing, partition framing, wood blocking, or reinforcements in partitions, with fasteners spaced not more than 16 inches o.c. Bolt adjacent cabinets together with joints flush, tight, and uniform.
 - 1. Where base cabinets are installed away from walls, fasten to floor at toe space at not more than 24 inches o.c. and at sides of cabinets with not less than two fasteners per side.
- D. Wall Cabinets: Fasten to hanging strips, masonry, partition framing, blocking, or reinforcements in partitions. Fasten each cabinet through back, near top, at not less than 16 inches o.c.
- E. Install hardware uniformly and precisely. Set hinges snug and flat in mortises.
- F. Adjust laboratory casework and hardware so doors and drawers align and operate smoothly

without warp or bind and contact points meet accurately. Lubricate operating hardware as recommended by manufacturer.

3.3 INSTALLATION OF COUNTERTOPS

- A. Comply with installation requirements in SEFA 2.3. Abut top and edge surfaces in one true plane with flush hairline joints and with internal supports placed to prevent deflection. Locate joints only where indicated on Shop Drawings.
- B. Field Jointing: Where possible, make in same manner shop-made joints using dowels, splines, fasteners, adhesives, and sealants recommended by manufacturer. Shop prepare edges for field-made joints.
 - 1. Use concealed clamping devices for field-made joints in plastic-laminate countertops. Locate clamping devices within 6 inches of front and back edges and at intervals not exceeding 24 inches. Tighten according to manufacturer's written instructions to exert a uniform heavy pressure at joints.
- C. Fastening:
 - 1. Secure countertops, except for epoxy countertops, to cabinets with Z-type fasteners or equivalent, using two or more fasteners at each cabinet front, end, and back.
 - 2. Secure epoxy countertops to cabinets with epoxy cement, applied at each corner and along perimeter edges at not more than 48 inches o.c.
 - 3. Where necessary to penetrate countertops with fasteners, countersink heads approximately 1/8 inch and plug hole flush with material equal to countertop in chemical resistance, hardness, and appearance.
- D. Provide required holes and cutouts for service fittings.
- E. Seal unfinished edges and cutouts in plastic-laminate countertops with heavy coat of polyurethane varnish.
- F. Provide scribe moldings for closures at junctures of countertop, curb, and splash with walls as recommended by manufacturer for materials involved. Match materials and finish to adjacent laboratory casework. Use chemical-resistant, permanently elastic sealing compound where recommended by manufacturer.
- G. Carefully dress joints smooth, remove surface scratches, and clean entire surface.

3.4 CLEANING AND PROTECTING

- A. Clean finished surfaces, touch up as required, and remove or refinish damaged or soiled areas to match original factory finish, as approved by Architect.
- B. Protect countertop surfaces during construction with 6-mil plastic or other suitable water-resistant covering. Tape to underside of countertop at a minimum of 48 inches o.c.

END OF SECTION 123553.19

SECTION 220500- BASIC PLUMBING MATERIALS AND METHODS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. The requirements of Section 220000, "Basic Plumbing Requirements" apply to work defined by this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Piping materials and installation instructions common to most piping systems.
 - 2. Transition fittings.
 - 3. Dielectric fittings.
 - 4. Escutcheons.
 - 5. Grout.
 - 6. Plumbing demolition.
 - 7. Equipment installation requirements common to equipment sections.
 - 8. Painting and finishing.
 - 9. Supports and anchorages.
 - 10. Access panels and doors.
- B. Related Sections include the following:
 - 1. Division 3 Section, "Cast-In-Place Concrete."
 - 2. Division 7 Section, "Firestopping."
 - 3. Division 8 Section, "Access Panels."
 - 4. Division 9 Section, "Painting."

1.3 DEFINITIONS

- A. Finished Spaces: Spaces other than plumbing and electrical equipment rooms, furred spaces, pipe and duct shafts, unheated spaces immediately below roof, spaces above ceilings, unexcavated spaces, crawlspace, and tunnels.
- B. Exposed, Interior Installations: Exposed to view indoors. Examples include finished occupied spaces and plumbing equipment rooms.
- C. Concealed, Interior Installations: Concealed from view and protected from physical contact by building occupants. Examples include above ceilings and in duct shafts.

- D. The following are industry abbreviations for rubber materials:
 - 1. EPDM: Ethylene-propylene-diene terpolymer rubber.
 - 2. NBR: Acrylonitrile-butadiene rubber.

1.4 SUBMITTALS

- A. General: See Division 1 for general submittal and product substitution requirements.
- B. Pre-Construction Submittals: Submit the following items prior to commencing with installations.
 - 1. Product Data: For transition fittings, dielectric fittings, plumbing sleeve seals, escutcheons.
 - 2. Welding certificates.

1.5 QUALITY ASSURANCE

- A. Steel Support Welding: Qualify processes and operators according to AWS D1.1/D1.1M, "Structural Welding Code--Steel."
- B. Steel Pipe Welding: Qualify processes and operators according to ASME Boiler and Pressure Vessel Code: Section IX, "Welding and Brazing Qualifications."
 - 1. Comply with provisions in ASME B31 Series, "Code for Pressure Piping."
 - 2. Certify that each welder has passed AWS qualification tests for welding processes involved and that certification is current.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver pipes and tubes with factory-applied end caps. Maintain end caps through shipping, storage, and handling to prevent pipe end damage and to prevent entrance of dirt, debris, and moisture.
- B. Store plastic pipes protected from direct sunlight. Support to prevent sagging and bending.

1.7 COORDINATION

- A. Arrange for pipe spaces, chases, slots, and openings in building structure during progress of construction, to allow for plumbing installations.
- B. Coordinate installation of required supporting devices and set sleeves in poured-in-place concrete and other structural components as they are constructed.
- C. Coordinate requirements for access panels and doors for plumbing items requiring access that are concealed behind finished surfaces. Access panels and doors are specified in Division 8 Section "Access Doors and Frames."
 - 1. Provide access panels per the requirements of Division 8 Sections. Installation of the panels to be as directed by the General Contractor / Construction Manager.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the manufacturers listed below.
- B. AWWA Transition Couplings:
 - 1. Cascade Waterworks Mfg. Co.
 - 2. Dresser Industries, Inc.; DMD Div.
 - 3. Ford Meter Box Company, Incorporated (The); Pipe Products Div.
 - 4. JCM Industries.
 - 5. Smith-Blair, Inc.
 - 6. Viking Johnson.
- C. Plastic-to-Metal Transition Fittings:
 - 1. Eslon Thermoplastics.
- D. Plastic-to-Metal Transition Adaptors:
 - 1. Thompson Plastics, Inc.
- E. Plastic-to-Metal Transition Unions:
 - 1. NIBCO, Inc.
- F. Flexible Transition Couplings for Underground Non-pressure Drainage Piping:
 - 1. Cascade Waterworks Mfg. Co.
 - 2. Fernco, Inc.
 - 3. Mission Rubber Company.
 - 4. Plastic Oddities, Inc.
- G. Dielectric Flanges:
 - 1. Capitol Manufacturing Co.
 - 2. Central Plastics Company.
 - 3. Epco Sales, Inc.
 - 4. Watts Industries, Inc.; Water Products Div.
- H. Dielectric Flange Kits:
 - 1. Advance Products & Systems, Inc.
 - 2. Calpico, Inc.
 - 3. Central Plastics Company.
 - 4. Pipeline Seal and Insulator, Inc.
- I. Dielectric Couplings:
 - 1. Calpico, Inc.
 - 2. Lochinvar Corp.
- J. Dielectric Nipples:

1. Perfection Corp.
2. Precision Plumbing Products, Inc.
3. Sioux Chief Manufacturing Co., Inc.
4. Victaulic Co. of America.

2.2 PIPE, TUBE, AND FITTINGS

- A. Refer to individual Division 22 piping Sections for pipe, tube, and fitting materials and joining methods.
- B. Pipe Threads: ASME B1.20.1 for factory-threaded pipe and pipe fittings.

2.3 JOINING MATERIALS

- A. Refer to individual Division 22 piping Sections for special joining materials not listed below.
- B. Pipe-Flange Gasket Materials: Suitable for chemical and thermal conditions of piping system contents.
 1. ASME B16.21, nonmetallic, flat, asbestos-free, 1/8-inch maximum thickness unless thickness or specific material is indicated.
 - a. Full-Face Type: For flat-face, Class 125, cast-iron and cast-bronze flanges.
 - b. Narrow-Face Type: For raised-face, Class 250, cast-iron and steel flanges.
 2. AWWA C110, rubber, flat face, 1/8 inch thick, unless otherwise indicated; and full-face or ring type, unless otherwise indicated.
- C. Flange Bolts and Nuts: ASME B18.2.1, carbon steel, unless otherwise indicated.
- D. Plastic, Pipe-Flange Gasket, Bolts, and Nuts: Type and material recommended by piping system manufacturer, unless otherwise indicated.
- E. Solder Filler Metals: ASTM B 32, lead-free alloys. Include water-flushable flux according to ASTM B 813.
- F. Brazing Filler Metals: AWS A5.8/A5.8M, BCuP Series, copper-phosphorus alloys for general-duty brazing, unless otherwise indicated; and AWS A5.8/A5.8M, BAg1, silver alloy for refrigerant piping, unless otherwise indicated.
- G. Welding Filler Metals: Comply with AWS D10.12M/D10.12 for welding materials appropriate for wall thickness and chemical analysis of steel pipe being welded.
- H. Fiberglass Pipe Adhesive: As furnished or recommended by pipe manufacturer.

2.4 TRANSITION FITTINGS

- A. AWWA Transition Couplings: Same size as, and with pressure rating at least equal to and with ends compatible with, piping to be joined.
 - 1. Aboveground Pressure Piping: Pipe fitting.
- B. Plastic-to-Metal Transition Fittings: One-piece fitting with manufacturer's Schedule 80 equivalent dimensions; one end with threaded brass insert, and one solvent-cement-joint end.
- C. Plastic-to-Metal Transition Adaptors: One-piece fitting with manufacturer's SDR 11 equivalent dimensions; one end with threaded brass insert, and one solvent-cement-joint end.
- D. Plastic-to-Metal Transition Unions: MSS SP-107, four-part union. Include brass end, solvent-cement-joint end, rubber O-ring, and union nut.
- E. Flexible Transition Couplings for Underground Nonpressure Drainage Piping: ASTM C 1173 with elastomeric sleeve, ends same size as piping to be joined, and corrosion-resistant metal band on each end.

2.5 DIELECTRIC FITTINGS

- A. Description: Combination fitting of copper alloy and ferrous materials with threaded, solder-joint, plain, or weld-neck end connections that match piping system materials.
- B. Insulating Material: Suitable for system fluid, pressure, and temperature.
- C. Dielectric Flanges: Factory-fabricated, companion-flange assembly, for 150- or 300-psig minimum working pressure as required to suit system pressures.
- D. Dielectric-Flange Kits: Companion-flange assembly for field assembly. Include flanges, full-face- or ring-type neoprene or phenolic gasket, phenolic or polyethylene bolt sleeves, phenolic washers, and steel backing washers.
 - 1. Separate companion flanges and steel bolts and nuts shall have 150- or 300-psig minimum working pressure where required to suit system pressures.
- E. Dielectric Couplings: Galvanized-steel coupling with inert and noncorrosive, thermoplastic lining; threaded ends; and 300-psig minimum working pressure at 225 deg F.
- F. Dielectric Nipples: Electroplated steel nipple with inert and noncorrosive, thermoplastic lining; plain, threaded, or grooved ends; and 300-psig minimum working pressure at 225 deg F.

2.6 ESCUTCHEONS

- A. Description: Manufactured wall and ceiling escutcheons and floor plates, with an ID to closely fit around pipe, tube, and insulation of insulated piping and an OD that completely covers opening. Escutcheon finishes to be as follows:
 - 1. Finished area, exposed to view: Polished chrome-plated.

2. Unfinished areas: Rough brass or similar finish.
- B. One-Piece, Deep-Pattern Type: Deep-drawn, box-shaped brass.
- C. One-Piece, Cast-Brass Type: With set screw.
- D. Split-Casting, Cast-Brass Type: With concealed hinge and set screw.
- E. One-Piece, Stamped-Steel Type: With set screw or spring clips.
- F. Split-Plate, Stamped-Steel Type: With concealed hinge, set screw or spring clips.
- G. One-Piece, Floor-Plate Type: Cast-iron floor plate.
- H. Split-Casting, Floor-Plate Type: Cast brass with concealed hinge and set screw.

2.7 GROUT

- A. Description: ASTM C 1107/C 1107M, Grade B, non-shrink and non-metallic, dry hydraulic-cement grout.
 1. Characteristics: Post-hardening, volume-adjusting, non-staining, non-corrosive, nongaseous, and recommended for interior and exterior applications.
 2. Design Mix: 5000-psi, 28-day compressive strength.
 3. Packaging: Premixed and factory packaged.

2.8 ACCESS PANELS AND DOORS

- A. Panels and doors are to be furnished to provide access to items required in Division 22 Sections and the Plumbing Drawings. Panels and doors are to be furnished per the requirements of Division 8 Section, "Access Doors."

PART 3 - EXECUTION

3.1 PLUMBING DEMOLITION

- A. Disconnect, demolish, and remove plumbing systems, equipment, and components indicated to be removed.
 1. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
 2. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material.
 3. Equipment to Be Removed: Disconnect and cap services and remove equipment.
 4. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment

operational.

5. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
 6. For equipment or piping being removed the removal shall include hangers, bands, clamps, bolts, screws, fasteners and all related equipment complete.
- B. If pipe, insulation, or equipment to remain is damaged in appearance or is unserviceable, remove damaged or unserviceable portions and replace with new products of equal capacity and quality.

3.2 CUTTING AND PATCHING

- A. Refer to Division 1 Sections "Cutting and Patching" and "Selective Demolition" for general demolition requirements and procedures.
- B. Refer to Division 26 for requirements for cutting and patching electrical equipment, components, and materials.
- C. Do not endanger or damage installed Work through procedures and processes of cutting and patching.
- D. Arrange for repairs required to restore other work, because of damage caused as a result of plumbing installations.
- E. No additional compensation will be authorized for cutting and patching work that is necessitated by ill-timed, defective, or non-conforming installations.
- F. Perform cutting, fitting, and patching of plumbing equipment and materials required to:
 1. Uncover Work to provide for installation of ill-timed Work.
 2. Remove and replace defective Work.
 3. Remove and replace Work not conforming to requirements of the Contract Documents.
 4. Remove samples of installed Work as specified for testing.
 5. Upon written instructions from the Architect/Engineer, uncover and restore Work to provide for Architect/Engineer observation of concealed Work.
- G. Protect the structure, furnishings, finishes, and adjacent materials not indicated or scheduled to be removed.
- H. Provide and maintain temporary partitions or dust barriers adequate to prevent the spread of dust and dirt to adjacent areas.

3.3 ROUGH-IN

- A. General: Verify final locations for rough-ins with field measurements and with the requirements of the actual equipment and fixtures to be connected. Refer to equipment and fixture specifications in Divisions 2 through 26, and to approved shop drawings, for rough-in requirements.

3.4 GENERAL INSTALLATION REQUIREMENTS

- A. General: Coordinate equipment and materials for installation with other building components.
- B. Verify dimensions by field measurements.
- C. Arrange for chases, slots, and openings in other building components to allow for plumbing installations.
- D. Coordinate the installation of required supporting devices.
 - 1. Support suspended equipment from walls or from structural frames. Do not support equipment from metal roof deck.
- E. Sequence, coordinate and integrate installations of plumbing materials and equipment for efficient flow of the work.
- F. Coordinate the cutting and patching of building components to accommodate the installation of plumbing equipment and materials. Refer to Division 1.
- G. Install plumbing equipment to facilitate maintenance and repair or replacement of equipment components. As much as practical, connect equipment for ease of disconnecting, with minimum of interference with other installations.
- H. Install access panels to allow access to equipment and other system components which require servicing or adjustment per the requirements of Division 8.
- I. Coordinate the installation of plumbing materials and equipment above ceilings with suspension system, lighting fixtures, and other installations.

3.5 PIPING SYSTEMS - COMMON REQUIREMENTS

- A. Install piping according to the following requirements and Division 22 Sections specifying piping systems.
- B. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems. Indicated locations and arrangements were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations. Install piping as indicated unless deviations to layout are approved on Coordination Drawings.
- C. Install piping in concealed locations, unless otherwise indicated and except in equipment rooms and service areas.
- D. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.
- E. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal.

- F. Install piping to permit valve servicing.
- G. Install piping at indicated slopes.
- H. Install piping free of sags and bends.
- I. Install fittings for changes in direction and branch connections.
- J. Install piping to allow application of insulation.
- K. Select system components with pressure rating equal to or greater than system operating pressure.
- L. Install escutcheons for penetrations of walls, ceilings, and floors according to the following.
Use One-piece escutcheons where ever possible in new construction. Split-casting units acceptable for installation on existing piping systems.
 - 1. Piping with Fitting or Sleeve Protruding from Wall: Deep-pattern type.
 - 2. Chrome-Plated Piping: Cast-brass type with polished chrome-plated finish.
 - 3. Insulated Piping: Stamped-steel type with spring clips.
 - 4. Bare Piping at Wall and Floor Penetrations in Finished Spaces: Cast-brass type with polished chrome-plated finish.
 - 5. Bare Piping at Ceiling Penetrations in Finished Spaces: Cast-brass type with polished chrome-plated finish.
 - 6. Bare Piping in Unfinished Service Spaces and Equipment Rooms: Cast-brass type with rough-brass finish.
 - 7. Bare Piping at Floor Penetrations in Equipment Rooms: Floor-plate type.
- M. Sleeves are not required for core-drilled holes. When installing a pipe thru a core-drilled hole core drill the hole to provide for the 1" annular space around the pipe and use a mechanical sleeve seal as indicated in paragraphs O and P below.
- N. Install sleeves for pipes passing through concrete and masonry walls, gypsum-board partitions, and concrete floor and roof slabs.
 - 1. Cut sleeves to length for mounting flush with both surfaces.
 - a. Exception: Extend sleeves installed in floors of plumbing equipment areas or other wet areas 2 inches above finished floor level. Extend cast-iron sleeve fittings below floor slab as required to secure clamping ring if ring is specified.
 - 2. Install sleeves in new walls and slabs as new walls and slabs are constructed.
 - 3. Install sleeves that are large enough to provide 1/4-inch annular clear space between sleeve and pipe or pipe insulation. Use the following sleeve materials:
 - a. Steel Pipe Sleeves: For pipes smaller than NPS 6.
 - b. Steel Sheet Sleeves: For pipes NPS 6 and larger, penetrating gypsum-board partitions.
 - c. Stack Sleeve Fittings: For pipes penetrating floors with membrane waterproofing. Secure flashing between clamping flanges. Install section of cast-iron soil pipe to extend sleeve to 2 inches above finished floor level. Refer to Division 7 Section "Sheet Metal Flashing and Trim" for flashing.
 - 1) Seal space outside of sleeve fittings with grout.

4. Except for underground wall penetrations, seal annular space between sleeve and pipe or pipe insulation, using joint sealants appropriate for size, depth, and location of joint. Refer to Division 7 Section "Joint Sealants" for materials and installation.

- O. Fire-Barrier Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at pipe penetrations. Seal pipe penetrations with firestop materials. Refer to Division 7 Section "Through-Penetration Firestop Systems" for materials.

3.6 PIPING JOINT CONSTRUCTION

- A. Join pipe and fittings according to the following requirements and Division 22 Sections specifying piping systems.
- B. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.
- C. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.
- D. Soldered Joints: Apply ASTM B 813, water-flushable flux, unless otherwise indicated, to tube end. Construct joints according to ASTM B 828 or CDA's "Copper Tube Handbook," using lead-free solder alloy complying with ASTM B 32.
- E. Brazed Joints: Construct joints according to AWS's "Brazing Handbook," "Pipe and Tube" Chapter, using copper-phosphorus brazing filler metal complying with AWS A5.8/A5.8M.
- F. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full ID. Join pipe fittings and valves as follows:
 1. Apply appropriate tape or thread compound to external pipe threads unless dry seal threading is specified.
 2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged. Do not use pipe sections that have cracked or open welds.
- G. Welded Joints: Construct joints according to AWS D10.12M/D10.12, using qualified processes and welding operators according to Part 1 "Quality Assurance" Article.
- H. Flanged Joints: Select appropriate gasket material, size, type, and thickness for service application. Install gasket concentrically positioned. Use suitable lubricants on bolt threads.

3.7 PIPING CONNECTIONS

- A. Make connections according to the following, unless otherwise indicated:
 1. Install unions, in piping NPS 2 and smaller, adjacent to each valve and at final connection to each piece of equipment.

2. Install flanges, in piping NPS 2-1/2 and larger, adjacent to flanged valves and at final connection to each piece of equipment.
3. Dry Piping Systems: Install dielectric unions and flanges to connect piping materials of dissimilar metals.
4. Wet Piping Systems: Install dielectric coupling and nipple fittings to connect piping materials of dissimilar metals.

3.8 EQUIPMENT INSTALLATION - COMMON REQUIREMENTS

- A. Install equipment to allow maximum possible headroom unless specific mounting heights are not indicated.
- B. Install equipment level and plumb, parallel and perpendicular to other building systems and components in exposed interior spaces, unless otherwise indicated.
- C. Install plumbing equipment to facilitate service, maintenance, and repair or replacement of components. Connect equipment for ease of disconnecting, with minimum interference to other installations. Extend grease fittings to accessible locations.
- D. Install equipment to allow right of way for piping installed at required slope.

3.9 CLEAN CONSTRUCTION MEASURES

- A. General: Take care during construction to maintain the integrity and cleanliness of duct, pipe and equipment systems.
- B. Exposed ends of piping systems and equipment/fixture connection ports shall be capped, plugged, or otherwise covered during construction.

3.10 PAINTING

- A. Painting of plumbing systems, equipment, and components is specified in Division 9 Section "Painting."
- B. Damage and Touchup: Repair marred and damaged factory-painted finishes with materials and procedures to match original factory finish.

3.11 CONCRETE BASES

- A. Concrete Bases: Anchor equipment to concrete base according to equipment manufacturer's written instructions and according to seismic codes at Project.
 1. Construct concrete bases of dimensions indicated, but not less than 4 inches larger in both directions than supported unit.
 2. Install dowel rods to connect concrete base to concrete floor. Unless otherwise indicated,

- install dowel rods on 18-inch centers around the full perimeter of the base.
3. Install epoxy-coated anchor bolts for supported equipment that extend through concrete base, and anchor into structural concrete floor.
 4. Place and secure anchorage devices. Use supported equipment manufacturer's setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 5. Install anchor bolts to elevations required for proper attachment to supported equipment.
 6. Install anchor bolts according to anchor-bolt manufacturer's written instructions.
 7. Use 3000-psi, 28-day compressive-strength concrete and reinforcement as specified in Division 3 Section "Cast-in-Place Concrete."

3.12 ERECTION OF METAL SUPPORTS AND ANCHORAGES

- A. Refer to Division 5 Section "Metal Fabrications" for structural steel.
- B. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor plumbing materials and equipment.
- C. Field Welding: Comply with AWS D1.1/ D1.1M.

3.13 ERECTION OF WOOD SUPPORTS AND ANCHORAGES

- A. Cut, fit, and place wood grounds, nailers, blocking, and anchorages to support, and anchor plumbing materials and equipment.
- B. Select fastener sizes that will not penetrate members if opposite side will be exposed to view or will receive finish materials. Tighten connections between members. Install fasteners without splitting wood members.
- C. Attach to substrates as required to support applied loads.

3.14 GROUTING

- A. Mix and install grout for plumbing equipment base bearing surfaces, pump and other equipment base plates, and anchors.
- B. Clean surfaces that will come into contact with grout.
- C. Provide forms as required for placement of grout.
- D. Avoid air entrapment during placement of grout.
- E. Place grout, completely filling equipment bases.
- F. Place grout on concrete bases and provide smooth bearing surface for equipment.

- G. Place grout around anchors.
- H. Cure placed grout.

END OF SECTION 220500

SECTION 230000- BASIC MECHANICAL REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies the basic requirements for mechanical installations and warranty period maintenance, and includes requirements common to more than one section. It expands and supplements the requirements specified in sections of Division 1.

1.3 DEFINITIONS

- A. Complete and Operational System: A Mechanical system that has been installed, tested, cleaned, signed-off by appropriate Authority and made operational. Completion of Owner training to be part of this requirement.
- B. Mechanical Contractor: The project Contractor responsible for the installation of the Mechanical systems and equipment. This designation refers to the Contractor who performs HVAC and/or Plumbing work.

1.4 SUBMITTALS

- A. General: See Division 1 for general submittal and product substitution requirements.
- B. Pre-Construction Submittals: Submit the following items prior to commencing with installations.
 - 1. Coordination Drawings.
 - 2. Schedule of Mechanical Submittals and Closeout Procedures.
- C. During Construction: Submit at earliest possible date but not later than 50% completion of mechanical work as determined by schedule of values.
 - 1. Operation and Maintenance Manual Table of Contents.
 - 2. Schedule of Mechanical Submittals and Closeout Procedures with updated current status information.
 - 3. A detailed service plan including a complete itemization of maintenance tasks required to fulfill each equipment manufacturer's warranty requirements for every piece of mechanical equipment included in the Work of this project. Organize tasks by Specification Section. Identify frequency for performance of each task. Coordinate preparation of plan with mechanical equipment manufacturers written O&M manuals and the requirements of applicable contract specification sections.
 - a. The approved service plan including proposed date(s) for service task performance, and a resume for primary service technician(s) proposed to provide normal services.

- D. Post Construction: Submit the following at least fifteen (15) days before requesting site review for Substantial Completion.
 - 1. Project Record Documents; as-builts.
 - 2. Operation and Maintenance manuals.
 - 3. Warranties.
 - 4. Completed Schedule of Mechanical Submittals and Closeout Procedures.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: All work shall be performed by qualified journeymen of their respective trades who are employed by a firm that can demonstrate successful experience with work similar in type, quality and extent to the work required by this project.

1.6 BASIS OF MECHANICAL DESIGNS

- A. General: The following information is intended to provide an overview of the intent and operation of the project Mechanical systems. It is not intended that each and every project Mechanical scope item be captured herein. The absence of a specific item or system in the descriptions below does not absolve the Mechanical Contractor(s) from providing the work identified by other Sections and the Drawings.

- 1. The Mechanical Contractor(s) shall provide complete and operational systems and installations.

- B. Mechanical Design Criteria:

- 1. HVAC system design to be based on 2009 ASHRAE Fundamentals Handbook climatic design conditions data for Waterville, Maine.
 - a. 99.6% Winter Frequency of Occurrence: -7 deg. F. db.
 - b. 0.4% Summer Frequency of Occurrence: 87 deg. F. db / 71 deg. F. wb.
 - 2. Indoor design conditions:
 - a. Winter: 70 deg. F db
 - b. Summer: 75 deg. F db

- C. HVAC Systems Description:

- 1. The extent of mechanical demolition shall be limited to removing the existing grills and rework existing ductwork. New work to include extending the exhaust duct work to the location shown on the drawings and reworking the duct work above the doors. Duct sizes shall be verified.

1.7 CODES, STANDARDS AND AUTHORITIES

- A. General: The following listing is intended to identify the major Codes, Standards, and Authorities Having Jurisdiction, (AHJ's) for the project. This information is at least partially provided on the G-000 series Drawings as well. In the event that there is a discrepancy between

the information contained herein and that on the G-000 Drawings, the information herein shall govern.

1. In the event that an item is included on the G-000 Drawings and is not listed herein, compliance with the requirements of said item is required.
2. The exclusion of an applicable Code, Standard, or AHJ in the list below does not absolve the Contractor from meeting the requirements of said Code, Standard or AHJ.

B. Codes: Work performed on the project must comply with the requirements of the following Codes:

1. Maine Uniform Building and Energy Code, which consists of:
 - a. 2009 International Building Code
 - b. 2009 International Existing Building Code
 - c. 2009 International Energy Conservation Code
 - d. 2007 ASHRAE Standard 62.1 - Ventilation for Acceptable Indoor Air Quality
 - e. 2007 ASHRAE Standard 90.1 – Energy Standard for Buildings except Low-Rise Residential Buildings
2. 2011 NFPA 70 - National Electric Code
3. Maine State Internal Plumbing Code (Based on 2009 Uniform Plumbing Code)
4. 2009 NFPA 90A – Standard for the Installation of Air Conditioning and Ventilating Systems
5. ASME A17.1, 2007 Edition (Safety Code for Elevators and Escalators)

C. Authorities Having Jurisdiction: Work performed on the project must comply with the requirements of the following AHJ's:

1. State of Maine Fire Marshal's Office
2. Local or State of Maine Plumbing Inspector
3. Local municipality Code Enforcement Officer.

1.8 DRAWINGS AND SPECIFICATIONS

A. General: The drawings and specifications are complimentary.

1. What is shown or noted on the drawings, but not mentioned in the specifications, automatically becomes a part of the specifications.
2. What is noted in the specifications, but not shown on the drawings, automatically becomes a part of the drawings.
3. Conflicts between the requirements of the drawings and the specifications must be brought to the immediate attention of the Architect/Engineer.
 - a. The more stringent requirement will apply, unless ruled otherwise by the Architect/Engineer.
 - b. When conflicts or discrepancies are noted, no work shall proceed until the conflict or discrepancy has been resolved by the Architect/Engineer.

B. Mechanical Drawings and Division 23 Specification Sections: The Mechanical Contractor shall bear the responsibility of determining full extent of work required by Contract Documents. The Mechanical Contractor shall refer to site, architectural, structural, electrical and other Drawings and Specification Sections that indicate types of construction with which work of this Section must be coordinated. The Mechanical Contractor shall review the work with the General Contractor / Construction Manager to establish the extent of work for their trade, and to determine whether there will be any interference with the work of other trades. If the work is

later found to include work required to complete and coordinate the work or another trade, or to interfere with the work of another trade then the changes required to complete the work or to eliminate the interference shall be made without additional cost to the Owner.

1. The Drawings schematically indicate the order of connection of the various system components. Each and every nuance and detail is not indicated. Whether specifically shown or not, all items shall be connected in accordance with Code, the details provided, accepted trade practices, and the intent of the Contract Documents. Coordinate with the other trades.

C. Exact locations of ceiling mounted items shall be as shown and detailed on the Architectural reflected ceiling plans.

D. System components (thermostats, sensors, volume dampers, access doors, etc.) are identified throughout the Drawings for proper system operation. If any component is inadvertently omitted from the drawings, provide that component as per a similar location.

1.9 SUBSTITUTIONS

A. General: See Division 1 for product substitution requirements.

1. No substitute materials or equipment shall be incorporated in the work without the written approval of the Architect/Engineer.

B. Substitute materials and equipment submitted for approval must fit within the spaces available with neither substantial alteration nor increased pressure drops or friction losses.

C. Approval of substitute materials or equipment by the Architect/Engineer shall not relieve the contractor from his responsibility to provide a complete and operational mechanical system.

D. The Architect/Engineer's decision as to the equality or acceptability of proposed substitutions for the materials and equipment specified shall be final.

1. Any additional costs incurred by such substitutions, including additional costs to other trades, or engineering design costs, shall be borne by the Contractor. This includes costs associated with the design and installation of infrastructure and support systems to facilitate a proposed substitution. This cost will be borne by the Mechanical Contractor.

1.10 SCHEDULE OF MECHANICAL SUBMITTALS AND CLOSEOUT PROCEDURES

A. General: In conjunction with submittal scheduling requirements detailed in Section 013200, prepare a separate Schedule of Mechanical Submittals and Closeout Procedures.

B. Schedule shall list the following information for each required submittal:

1. Specification Section number and title.

2. Product Name or Description of Work Covered.

3. Submittal Tracking Number.

4. Required submission relative to construction:

a. Pre-construction (prior to fabrication/installation of product).

b. During construction.

c. Post-construction.

5. Submittal Status:
 - a. NC: Final Approval Not Complete
 - b. A: Approved.
6. Owner Training: Indicate if Owner Training is required.
 - a. NC: Training not performed or not completed.
 - b. A: Approved/Training Completed.
7. Spare Materials and Parts.

1.11 MECHANICAL SUBMITTALS

- A. General: Refer to Division 1 for submittal definitions, requirements and procedures.
- B. Submittal of shop drawings, certified performance data, and samples will be accepted only when submitted per Division 1. Data submitted from subcontractors and material suppliers directly to the Architect/Engineer will not be processed.
- C. Submittals for each mechanical trade shall be complete, including all items for which submission and approval is required, and each sheet containing performance data shall be clearly highlighted and marked for the appropriate model or type of equipment to be reviewed. Intended use shall be written on each submittal sheet for each different type of equipment or material to be reviewed (i.e. valves for domestic water or heating hot water, etc.). Incomplete or unmarked submittals WILL BE RETURNED to the Contractor without action.
- D. Submittals shall be organized by specification Section and shall be clearly labeled. Submittals for HVAC and Plumbing items covered by a “shared” Mechanical specification Section, (i.e., hangers and supports, insulation) shall be separate and clearly labeled as to the trade intended.
 1. Unclear and/or mixed submittals will not be processed.
- E. When two or more items of the same material or equipment are required, (i.e., plumbing fixtures, pumps, valves, air handling units, fans, diffusers, registers and grilles.) they shall be products of the same manufacturer insofar as possible.
 1. This does not apply to raw or bulk materials such as pipe and fittings, sheet metal, etc.

1.12 RECORD DOCUMENTS

- A. General: Refer to Division 1 for requirements.
- B. As work progresses, mark Drawings to indicate revisions to piping and ductwork, size and location including locations dampers and other control devices, filters, boxes and similar units requiring periodic maintenance or repair; actual equipment locations, dimensioned for column lines; mains and branches of piping systems, with valves and control devices located and numbered; Change Orders; concealed control system devices.
- C. Mark specifications to indicate approved substitutions; Change Orders; actual equipment and materials used.
- D. At completion of work and prior to final request for payment, the Mechanical Subcontractor(s)

shall submit a complete set of reproducible record drawings showing all systems as actually installed. Drawings submitted shall be in the following format:

1. Neatly hand marked up copies of design drawings.
2. CADD generated.
 - a. design Drawing files may be available as a starting point for CADD generated drawings. A release form will need to be signed to facilitate this.
 - b. CADD generated drawings shall be ultimately delivered in AutoCAD 2000 format on CD.
3. Valve Tags: Record drawings to include valve tag markers which correspond to the valve tag chart provided under the O&M Manual Section.

1.13 OPERATION AND MAINTENANCE, (O&M) MANUALS

- A. General: Refer to Division 1 for procedures and requirements for preparation and submittal of O&M Manuals.
- B. Table of Contents: Prepare Table of Contents of O&M Manual and submit in accordance with Section 1.4.
- C. Systems Descriptions: Provide description of function, normal operating characteristics and limitations, performance curves, engineering data and tests, and complete nomenclature and commercial numbers of all replaceable parts.
- D. Operating Procedures: Provide manufacturer's printed data, including start-up, break-in, routine and normal operating instructions; regulation control, stopping, shut-down, and emergency instructions; and summer and winter operating instructions.
- E. Maintenance Procedures: Provide for routine preventive maintenance and troubleshooting; disassembly, repair, and reassembly; aligning and adjusting instructions.
- F. Servicing Instructions: Provide instructions, lubrication charts and schedules.
- G. Product Data: Provide copies of all approved submittals.
- H. Valve Schedules: Include valve tag charts in the O&M Manuals. Valve tag charts are as per Section 230553, "Mechanical Identification."

1.14 OWNER TRAINING

- A. General: Refer to Division 1 for general requirements.

1.15 WARRANTIES

- A. Refer to Division 1 for project requirements for warranties. Individual warranties are required for each item of power driven or other mechanical equipment having moving parts, and wherever else specified in Division 23.
 1. Submit the warranties specified in Division 23 in a vinyl covered, three ring binder,

tabulated and indexed for easy reference.

- B. Provide complete warranty information for each item, to include date of commencement; duration; and the names, addresses, and telephone numbers and procedures for filing claims and obtaining warranty services.
- C. Duration of warranties shall be not less than one year from the date of substantial completion of the facility unless prior approval has been granted in writing by the Architect/Engineer. If the manufacturer's warranty expires less than one year from the date of substantial completion, that warranty service and replacement of parts shall be provided by the mechanical subcontractor at no cost to the Owner.

1.16 DELIVERY, STORAGE AND HANDLING

- A. General: Refer to Division 1 for material procurement requirements.
- B. Deliver products to project properly identified with names, model numbers, types, grades, compliance labels, and similar information needed for distinct identifications; adequately packaged and protected to prevent damage during shipment, storage, and handling.
- C. Store equipment and materials at the site, unless off-site storage is authorized in writing. Protect stored equipment and materials from damage.
- D. Coordinate deliveries of mechanical materials and equipment to minimize construction site congestion. Limit each shipment of materials and equipment to the items and quantities needed for the smooth and efficient flow of installations.

1.17 ENERGY EFFICIENCY

- A. All equipment shall have minimum efficiency as described in ASHRAE Standard 90.1-2007 requirements. All equipment suppliers must be aware of the requirements and submitted equipment shall meet these minimum requirements.

1.18 REFRIGERANTS AND OTHER HAZARDOUS MATERIALS

- A. The Mechanical Contractor shall be responsible for the capture, removal, and disposal of materials resulting from the Work.
 - 1. Comply with the requirements of applicable Codes, Standards and Authorities.

1.19 DIVISION OF MECHANICAL AND ELECTRICAL RESPONSIBILITY

- A. General: Line voltage switches, fused switches, outlets, motor starters, power wiring and fuses necessary to connect and operate all electrically powered equipment specified herein will be furnished and installed as a part of the total project. Coordinate work with Division 26. The intent is to have a complete and operational system. The Mechanical Contractor shall be responsible for furnishing and installing the equipment necessary to provide for the complete and operational system.

- B. Motor Starters: Where not specified in Division 23, shall be furnished and installed under Division 26.
- C. Power Wiring: Wiring for equipment shall be furnished and installed as specified under Division 26.
- D. Temperature Control Wiring: Wiring and interlocks shall be furnished and installed under Division 23.
- E. Disconnect Switches: Where not specified in Division 23, shall be furnished and installed under Division 26.

1.20 TEMPORARY HEATING

- A. Refer to Division 1 requirements regarding temporary facilities during construction.
- B. The Mechanical Contractor shall provide necessary heating equipment, fuel sources, water treatment, and related items as necessary to meet the intent of the requirements.

PART 2 - EXECUTION

2.1 START UP AND TESTING

- A. General: Contractor shall provide all fuel for startup and testing of all equipment provided in this section. Refer to Division 1 for responsibility of electrical power.
- B. The Mechanical Contractor is responsible for startup of all equipment provided in Division 23 Sections.
- C. The Mechanical Contractor shall verify that systems are complete and operational before commencing with balancing work.
- D. Prior to balancing, ensure the following conditions:
 - 1. Systems are started and operating in a safe and normal condition.
 - 2. Temperature control systems are installed complete and operable.
 - 3. Proper thermal overload protection is in place for electrical equipment.
 - 4. Final filters are clean and in place.
 - 5. Duct systems are clean of debris.
 - 6. Fans and pumps are rotating correctly.
 - 7. Air outlets are installed and connected.
 - 8. Duct system leakage is minimized.
 - 9. Hydronic systems are flushed, filled and vented.
 - 10. Proper strainer baskets are cleaned and in place.
 - 11. Service and balance valves are open.
- E. Power Outage Test: Entire control system and all mechanical equipment shall be run through a simulated site power outage with emergency generator operation and shall regain standard operation sequences when normal power is restored.

- F. Owner Witness of Test: The Owner shall witness final power outage test. Entire control system and all mechanical equipment shall pass power outage test prior to Owner witness.

2.2 FUNCTIONAL TESTING AND COMMISSIONING

- A. General: The entirety of the Mechanical Equipment and Controls System shall be tested for functional performance for specified operation and control sequences.

2.3 FINAL CLEANING

- A. General: Refer to Division 1 for general requirements regarding final cleaning.

END OF SECTION 230000

SECTION 233713 - DIFFUSERS, REGISTERS, AND GRILLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Related Sections include the following:
 - 1. Division 23 Section "Common Work Results for HVAC"
 - 2. Division 23 Section "Ductwork"
 - 3. Division 23 Section "Testing, Adjusting, and Balancing" for balancing diffusers, registers, and grilles.

1.2 SUMMARY

- A. This Section includes ceiling- and wall-mounted diffusers, registers, and grilles.

1.3 SUBMITTALS

- A. Each manufacturer shall check noise level ratings for registers and diffusers to insure that the sizes selected will not produce noise to exceed 30 db, "A" scale, measured at occupant level; notify Owner's representative of problems prior to shop drawing submittal.
- B. Pressure drop, airflow and noise criteria selection is based on design equipment. Manufacturers not submitting design makes must provide written certification in front of submittal that equipment submitted has been checked against and performs equal to the design make.
- C. Product Data: For each model indicated, include the following:
 - 1. Data Sheet: For each type of air outlet and inlet, and accessory furnished; indicate construction, finish, and mounting details.
 - 2. Performance Data: Include throw and drop, static-pressure drop, and noise ratings for each type of air outlet and inlet.
 - 3. Schedule of diffusers, registers, and grilles indicating drawing designation, room location, quantity, model number, size, and accessories furnished.
 - 4. Assembly Drawing: For each type of air outlet and inlet; indicate materials and methods of assembly of components.
- D. Coordinate locations with reflected ceiling plans and wall elevations as applicable.
- E. Coordinate mounting frame with associated mounting surface.

1.4 QUALITY ASSURANCE

- A. Product Options: Drawings and schedules indicate specific requirements of diffusers, registers, and grilles and are based on the specific requirements of the systems indicated. Other manufacturers'

products with equal performance characteristics may be considered. Refer to Division 1 Section "Substitutions."

- B. NFPA Compliance: Install diffusers, registers, and grilles according to NFPA 90A, "Standard for the Installation of Air-Conditioning and Ventilating Systems."
- C. Sound pressure levels shall be determined by using AHRI Standard 885-2008 "Procedure for Estimating Occupied Space Sound Levels in the Application of Air Terminals and Outlets".

PART 2 - PRODUCTS

2.1 GENERAL

- A. Diffusers, registers, and grilles are scheduled on Drawings.
- B. Mounting type shall match the mounting surface. Coordinate with mounting conditions.
- C. Material shall match the specified ductwork. Coordinate with Section 233113 "Ductwork".
- D. Testing: Test performance according to ASHRAE 70, "Method of Testing for Rating the Performance of Air Outlets and Inlets."
- E. Grilles shall be finished in White Powder Coat, unless noted otherwise.
- F. Manufacturers
 - 1. Price
 - 2. Titus
 - 3. Metal-Aire
 - 4. Anemostat
 - 5. Nailor

2.2 RETURN OR EXHAUST

- A. Return/Exhaust Grille, 45-degree deflection
 - 1. Material: aluminum (Price 630 Series)
 - 2. Provide damper as scheduled.
 - 3. Grilles of the sizes indicated on the plans. Grilles shall be 45 degree deflection fixed louver type with blades spaced 3/4" on center. The blades shall run parallel to the long dimension of the grille.

2.3 SUPPLY

- A. Flush Face Radial Flow Adjustable Diffuser
 - 1. Supply and install Price FRFDA Flush Face Radial Flow diffuser of the sizes and capacities indicated on the drawings or diffuser schedule.
 - 2. Diffusers shall be designed to handle large volumes of air in confined spaces with maximum comfort and low room air velocities.
 - 3. Diffuser shall be constructed of air deflector blades below an equalization baffle. The entire face of the diffuser shall lay even with the ceiling line, no part of the diffuser shall project below the

- ceiling system. Face frame, border and deflector blades components shall be constructed of aluminum. Equalization baffle and plenum may be provided in painted steel.
4. Each diffuser shall be adjustable to supply a precise, repeatable full two-way radial, full one-way radial, two-way horizontal or vertical, non-aspirating, low velocity air pattern. Pattern adjustments must be effected by setting pattern adjustment controllers in predetermined locations above the equalization baffle. Pattern adjustment at the face using movable blades is not acceptable.
 5. The diffuser face shall open easily with quarter-turn fasteners and safety cable for damper adjustment and cleaning. The plenum shall be fully accessible for cleaning with no internal baffles or obstructions. Diffusers shall have a B11 Sterile White – Thermal Setting finish which will withstand cleaning with high concentration cleaning solutions and agents.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas where diffusers, registers, and grilles are to be installed for compliance with requirements for installation tolerances and other conditions affecting performance of equipment. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Install diffusers, registers, and grilles level and plumb, according to manufacturer's written instructions, Coordination Drawings, original design, and referenced standards.
- B. Drawings indicate general arrangement of ducts, fittings, and accessories. Air outlet and inlet locations have been indicated to achieve design requirements for air volume, noise criteria, airflow pattern, throw, and pressure drop. Make final locations where indicated, as much as practicable. For units installed in lay-in ceiling panels, locate units in the center of the panel. Where architectural features or other items conflict with installation, notify Architect for a determination of final location.
- C. Install diffusers, registers, and grilles with airtight connection to ducts.

3.3 ADJUSTING

- A. After installation, adjust diffusers, registers, and grilles to air patterns indicated, or as directed, before starting air balancing.
- B. Adjustable outlet diffuser: adjust pattern for draft-free air distribution.

3.4 CLEANING

- A. After installation of diffusers, registers, and grilles, inspect exposed finish. Clean exposed surfaces to remove burrs, dirt, and smudges. Replace diffusers, registers, and grilles that have damaged finishes.

END OF SECTION 233713

SECTION 260500- GENERAL REQUIREMENTS FOR ELECTRICAL WORK

PART 1 - GENERAL

1.1 REFERENCES

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. As used in this section, "provide" means "furnish and install", "furnish" means "to purchase and deliver to the project site complete with every necessary appurtenance and support and to store in a secure area in accordance with manufacturers' instructions", and "install" means "to unload at the delivery point at the site or retrieve from storage, move to point of installation and perform every operation necessary to establish secure mounting and correct operation at the proper location in the project".

1.2 EXAMINATION OF SITE

- A. Before submitting a bid, the Electrical Contractor shall visit and carefully examine site to identify existing conditions and difficulties that may affect the work of this Section. No extra payment will be allowed for additional work caused by unfamiliarity with site conditions.
- B. Before starting work in a particular area of the project, the Electrical Contractor shall examine the conditions under which work must be performed including preparatory work performed under other Trades, and report conditions that might adversely affect the work in writing to the Architect. Commencement of work shall be construed as complete acceptance of existing conditions and preparatory work.

1.3 SCOPE

- A. The work to be accomplished under these specifications includes providing all labor, materials, equipment, consumable items, supervision, administrative tasks, tests and documentation required to install complete and fully operational electrical systems as described herein and shown on the Drawings. The Electrical Contractor shall completely coordinate the work of this section with the work of other trades.
- B. The Electrical Contractor shall file plans, obtain permits and licenses, pay fees and obtain necessary inspections and approvals from authorities that have jurisdiction, as required to perform work in accordance with all legal requirements.
- C. The Work shall be complete from point of service to each outlet or device with all accessory construction and materials required to make each item of equipment or system complete and ready for operation. The work shall include but not be limited to the following:
 - 1. Complete power and lighting distribution systems including overcurrent devices, raceway, cable and wire.

2. Branch circuits and devices for power and convenience receptacles.
3. Complete interior lighting system including normal and emergency fixtures, exit signs, lamps, controls, trim and accessories.
4. Extension of the existing Notifier addressable fire alarm and detection system including notification appliances and other devices shown on the drawings.
5. Extension of the existing Mass Notification system by the addition and relocation of notification appliances as shown on the drawings.
6. Pathways and “no back” wall boxes for voice and data systems. Wiring, jacks and terminations are provided by the owner.
7. Control wiring not provided by Division 23.
8. Grounding.
9. All support material and hardware for raceway and electrical equipment.
10. Branch circuits to control panels and devices furnished under other sections.
11. Termination of all cable and wire unless otherwise noted.

1.4 RELATED WORK IN OTHER SECTIONS

- A. The following work is not included in this Section and shall be performed under other sections:
 1. Cutting and patching of masonry, concrete, tile, and other parts of structure, with the exception of drilling for hangers and providing holes and openings in metal decks.
 2. Painting.
 3. Control wiring specifically indicated as part of Division 23.

1.5 CODES, STANDARDS, AND AUTHORITIES

- A. All work shall be performed strictly as required by rules, regulations, standards, codes, ordinances, and laws of local, state, and Federal governments, and other authorities that have lawful jurisdiction. Refer to Division 1 Section “Applicable Codes” for further information. Additionally, materials and equipment shall be manufactured, installed and tested as specified in latest editions, (except where noted otherwise), of publications, standards, rulings, and determinations of:
 1. Local and state building, plumbing, mechanical, electrical, fire and health department and public safety codes agencies.
 2. International Building Code (IBC)
 3. International Fire Code (IFC)

4. International Energy Conservation Code (IECC)
 5. National Fire Protection Association (NFPA)
 6. Occupational Safety and Health Act (OSHA)
 7. National Electrical Code (NEC)
 8. National Electrical Safety Code (NESC)
- B. All materials and equipment shall be listed by Underwriters Laboratories (UL), and approved for intended service.
- C. When requirements cited in this Paragraph conflict with each other or with Contract Documents, the most stringent requirements shall govern conduct of work.

1.6 WARRANTY

- A. Refer to Division 1 General Requirements for Warranty Requirements.

1.7 CONTRACT DRAWINGS

- A. Work to be performed under this section is shown on the Contract Drawings and described in the specifications.
- B. The listing of electrical drawings does not limit responsibility of determining the full extent of work required by contract documents. The Electrical Contractor shall refer to architectural, plumbing, HVAC, and other drawings and other sections that indicate types of construction with which work of this section must be coordinated. Electrical Contractor shall check with the General Contractor and other trades to determine whether there will be any interference by such trades with the electrical work. If the Electrical Contractor fails to check with the General Contractor and the electrical work is later found to interfere with their other work, the Electrical Contractor shall make necessary changes, without additional cost to the Owner, to eliminate such interference.
- C. Drawings are diagrammatic and indicate general arrangement of systems and work included in contract. Information and components shown on riser diagrams or called for in the specifications but not shown on plans, and vice versa, shall apply and shall be provided as though required expressly by both. It is not intended to specify or to show every offset, fitting, or component; however, contract documents require components and materials whether or not indicated or specified as necessary to make electrical installation complete and operational.

1.8 DISCREPANCIES IN DOCUMENTS

- A. It shall be the responsibility of each bidder to examine the drawings and specifications carefully before submitting his bid. Any discrepancy discovered shall be brought to the immediate attention of the Architect for resolution.
- B. The drawings and these specifications are intended to comply with all the above mentioned rules and regulations. If discrepancies occur, the Electrical Contractor shall

notify the Architect of said discrepancies for resolution.

1.9 EQUIPMENT AND MATERIALS

- A. All equipment and materials shall be new and of the quality specified. All materials shall be free from defects at the time of installation. Materials or equipment damaged in shipment or otherwise damaged during construction shall not be repaired at the jobsite, but shall be replaced with new materials.
- B. All equipment installed on this project shall have local representation, local factory authorized service and a local stock of repair parts.
- C. No equipment or material shall be installed in such a manner as to void a manufacturer's warranty. The Electrical Contractor shall notify the Architect of any discrepancies between the Contract Documents and manufacturer's recommendations prior to execution of the work.

1.10 RECORD DRAWINGS

- A. Refer to Division 1 Section "Closeout Procedures" for record drawing requirements. As work progresses, and for duration of the Contract, the Contractor shall maintain a complete and separate set of prints of Contract Documents at the job site at all times and record work completed and all changes from original Contract.
- B. At completion of work the Contractor shall submit a complete set of reproducible record drawings showing all systems as actually installed as specified in Division 1.

1.11 SHOP DRAWINGS

- A. The Electrical Contractor shall obtain complete shop drawings, product data (and samples when requested) from manufacturers, suppliers, vendors, and Subcontractors for all materials and equipment specified herein, and submit data and details of such materials and equipment for review by the Architect and Engineer. Prior to submission of the shop drawings, product data and samples to the Architect, the Electrical Contractor shall review and certify that the shop drawings, product data and samples are in compliance with the Contract Documents. Further, the Electrical Contractor shall check all materials and equipment after their arrival on the jobsite and verify their compliance with the Contract Documents.
- B. The Electrical Contractor shall submit shop drawing in accordance with the requirements of Division 1 of the specifications.
- C. The shop drawing submittal shall include all data necessary for interpretation as well as manufacturer's name and catalog number. Sizes, capacities, colors, etc., specified on the drawings shall be specifically noted or marked on the shop drawings.
- D. Submittals shall contain only information specific to systems, equipment and materials required by Contract Documents for this Project. Do not submit catalogs that describe products, models, options or accessories, other than those required, unless irrelevant information is marked out or unless relevant information is highlighted clearly.
- E. If the Electrical Contractor proposes an item of equipment other than that specified or detailed on the drawings which requires any redesign of the wiring or any other part of the mechanical, electrical or architectural layout, the required changes shall be made at the

expense of the trade furnishing the changed equipment at no cost to the Owner.

- F. Manufacturer's names are listed herein and on the drawings to establish a standard for quality and design. Unless otherwise noted, where one manufacturer's name is mentioned, products of other manufacturers will be acceptable if, in the opinion of the Engineer the substitute material is of quality equal to or better than that of the material specified. Where two or more manufacturer's names are specified, material shall be by one of the named manufacturers only.

1.12 BULLETINS, MANUALS, AND INSTRUCTIONS

- A. Refer to Division 1 for specific submittal requirements and quantity of copies to be submitted.

1.13 MARKING AND LABELING

- A. Where individual switches or circuit breakers in power or distribution panel boards do not have cardholders, they shall be marked with 1/2" high labels.
- B. Cardholders for panel boards shall be filled out with typewritten identification of each circuit, except that the word "spare" shall be written in soft pencil to identify all circuit breakers installed that are not used. Owner assigned room numbers are to be used and not construction drawing numbering unless owner numbering is not provided.
- C. All boxes and fittings for the fire alarm system shall be painted red.
- D. All receptacle wall plates shall be permanently labeled with the panel and circuit number.

1.14 WIRING METHODS

- A. Above Grade Wiring.

Wiring shall be installed as follows:

1. All raceway shall be concealed from within finished rooms.
2. All fire alarm system wiring shall be plenum rated fire alarm cable installed on j-hooks.
3. Branch circuit wiring to lighting and receptacles shall be type MC cable.
4. Provide pathways for voice and data systems as noted here and on the drawings. A minimum 1" EMT shall be provided between "no back" wall boxes to above an accessible in all new walls. Provide a pull string between wall boxes to above an accessible ceiling for existing walls. Provide cable tray where noted on the drawings.

END OF SECTION 260500

SECTION 260533 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Metal conduits, tubing, and fittings.
 - 2. Metal wireways and auxiliary gutters.
 - 3. Surface raceways.
 - 4. Cable trays.
 - 5. Boxes, enclosures, and cabinets.

1.3 DEFINITIONS

- A. ARC: Aluminum rigid conduit.
- B. GRC: Galvanized rigid steel conduit.
- C. IMC: Intermediate metal conduit.

1.4 ACTION SUBMITTALS

- A. Product Data: For surface raceways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets.

1.5 INFORMATIONAL SUBMITTALS

- A. Source quality-control reports.

PART 2 - PRODUCTS

2.1 METAL CONDUITS, TUBING, AND FITTINGS

- 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. [AFC Cable Systems, Inc.](#)
 - 2. [Allied Tube & Conduit; a Tyco International Ltd. Co.](#)
 - 3. [Anamet Electrical, Inc.](#)

5. [O-Z/Gedney; a brand of EGS Electrical Group.](#)
 6. [Southwire Company.](#)
 7. [Thomas & Betts Corporation.](#)
 8. [Wheatland Tube Company; a division of John Maneely Company.](#)
- B. Listing and Labeling: Metal conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. GRC: Comply with ANSI C80.1 and UL 6.
- D. ARC: Comply with ANSI C80.5 and UL 6A.
- E. IMC: Comply with ANSI C80.6 and UL 1242.
- F. EMT: Comply with ANSI C80.3 and UL 797.
- G. FMC: Comply with UL 1; zinc-coated steel or aluminum.
- H. LFMC: Flexible steel conduit with PVC jacket and complying with UL 360.
- I. Fittings for Metal Conduit: Comply with NEMA FB 1 and UL 514B.
1. Conduit Fittings for Hazardous (Classified) Locations: Comply with UL 886 and NFPA 70.
 2. Fittings for EMT:
 - a. Material: Steel.
 - b. Type: Setscrew or compression.
 3. Expansion Fittings: PVC or steel to match conduit type, complying with UL 651, rated for environmental conditions where installed, and including flexible external bonding jumper.

2.2 METAL WIREWAYS AND AUXILIARY GUTTERS

- 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. [Cooper B-Line, Inc.](#)
 2. [Hoffman; a Pentair company.](#)
 3. [Square D; a brand of Schneider Electric.](#)
- B. Description: Sheet metal, complying with UL 870 and NEMA 250, Type 1 unless otherwise indicated, and sized according to NFPA 70.
- C. Fittings and Accessories: Include covers, couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.
- D. Wireway Covers: Screw-cover type unless otherwise indicated.
- E. Finish: Manufacturer's standard enamel finish.

2.3 SURFACE METAL RACEWAYS

- A. Listing and Labeling: Surface raceways shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Surface Metal Raceways: Galvanized steel with snap-on covers complying with UL 5. Manufacturer's standard enamel finish in color selected by Architect.
 - a. Basis of design is Wiremold 4000 series.

2.4 CABLE TRAYS

- A. General Requirements for Cable Trays
 - 1. Cable Trays and Accessories: Identified as defined in NFPA 70 and marked for intended location, application, and grounding.
 - a. Source Limitations: Obtain cable trays and components from single manufacturer.
 - 2. Structural Performance: See individual cable tray types for specific values for the following parameters:
 - a. Uniform Load Distribution: Capable of supporting a uniformly distributed load on the indicated support span when supported as a simple span and tested according to NEMA VE 1.
 - b. Concentrated Load: A load applied at midpoint of span and centerline of tray.
 - 1) Load and Safety Factors: Applicable to both side rails and rung capacities.

2.5 WIRE-BASKET CABLE TRAYS

- 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. Cooper B-Line, Inc.
 - 2. Allied Tube & Conduit; a Tyco International Ltd. Co.
 - 3. Mono-Systems, Inc.
 - 4. MP Husky.
- B. Description:
 - 1. Configuration: Wires are formed into a standard **2-by-4-inch (50-by-100-mm)** wire mesh pattern with intersecting wires welded together. Mesh sections must have at least one bottom longitudinal wire along entire length of section.
 - 2. Materials: High-strength-steel longitudinal wires with no bends.
 - 3. Safety Provisions: Wire ends along wire-basket sides (flanges) rounded during manufacturing to maintain integrity of cables and installer safety.
 - 4. Sizes:
 - a. Straight sections shall be furnished in standard **118-inch (3000-mm)** lengths.
 - b. Wire-Basket Depth: **2-inch (50-mm)** usable loading depth by **12 inches (300 mm)** wide.

5. Connector Assemblies: Bolt welded to plate shaped to fit around adjoining tray wires and mating plate. Mechanically joins adjacent tray wires to splice sections together or to create horizontal fittings.
6. Connector Assembly Capacity: Splices located within support span shall not diminish rated loading capacity of cable tray.
7. Hardware and Fasteners: Steel, zinc plated according to ASTM B 633.

2.6 BOXES, ENCLOSURES, AND CABINETS

- 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. [O-Z/Gedney; a brand of EGS Electrical Group.](#)
 2. [RACO; a Hubbell Company.](#)
 3. [Thomas & Betts Corporation.](#)
 4. [Wiremold / Legrand.](#)
- B. General Requirements for Boxes, Enclosures, and Cabinets: Boxes, enclosures, and cabinets installed in wet locations shall be listed for use in wet locations.
- C. Sheet Metal Outlet and Device Boxes: Comply with NEMA OS 1 and UL 514A.
- D. Cast-Metal Outlet and Device Boxes: Comply with NEMA FB 1, aluminum, Type FD, with gasketed cover.
- E. Luminaire Outlet Boxes: Nonadjustable, designed for attachment of luminaire weighing **50 lb (23 kg)**. Outlet boxes designed for attachment of luminaires weighing more than **50 lb (23 kg)** shall be listed and marked for the maximum allowable weight.
- F. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.
- G. Cast-Metal Access, Pull, and Junction Boxes: Comply with NEMA FB 1 and UL 1773, cast aluminum with gasketed cover.
- H. Box extensions used to accommodate new building finishes shall be of same material as recessed box.
- I. Device Box Dimensions: **4 inches square by 2-1/8 inches deep (100 mm square by 60 mm deep)**.
- J. Hinged-Cover Enclosures: Comply with UL 50 and NEMA 250, Type 1 with continuous-hinge cover with flush latch unless otherwise indicated.
 1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.
 2. Interior Panels: Steel; all sides finished with manufacturer's standard enamel.

K. Cabinets:

1. NEMA 250, Type 1 unless otherwise noted galvanized-steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel.
2. Hinged door in front cover with flush latch and concealed hinge.
3. Key latch to match panelboards.
4. Metal barriers to separate wiring of different systems and voltage.
5. Accessory feet where required for freestanding equipment.

PART 3 - EXECUTION

3.1 RACEWAY APPLICATION

A. Indoors: Apply raceway products as specified below unless otherwise indicated:

1. Exposed, Not Subject to Physical Damage: EMT.
2. Exposed and Subject to Severe Physical Damage: GRC or IMC. Raceway locations include the following:
 - a. Loading dock.
 - b. Corridors used for traffic of mechanized carts, forklifts, and pallet-handling units.
3. Concealed in Ceilings and Interior Walls and Partitions: EMT.
4. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC, except use LFMC in damp or wet locations.
5. Damp or Wet Locations: GRC or IMC.
6. Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 4 stainless steel in institutional and commercial kitchens and damp or wet locations.

B. Minimum Raceway Size: [1/2-inch (16-mm)] [3/4-inch (21-mm)] trade size.

C. Raceway Fittings: Compatible with raceways and suitable for use and location.

1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings unless otherwise indicated. Comply with NEMA FB 2.10.
2. PVC Externally Coated, Rigid Steel Conduits: Use only fittings listed for use with this type of conduit. Patch and seal all joints, nicks, and scrapes in PVC coating after installing conduits and fittings. Use sealant recommended by fitting manufacturer and apply in thickness and number of coats recommended by manufacturer.
3. EMT: Use setscrew or compression, steel fittings. Comply with NEMA FB 2.10.
4. Flexible Conduit: Use only fittings listed for use with flexible conduit. Comply with NEMA FB 2.20.

D. Install surface raceways only where indicated on Drawings.

3.2 INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except where requirements on Drawings or in this article are stricter. Comply with NECA 102 for aluminum conduits. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.

- B. Keep raceways at least **6 inches (150 mm)** away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.
- C. Complete raceway installation before starting conductor installation.
- D. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for hangers and supports.
- E. Arrange stub-ups so curved portions of bends are not visible above finished slab.
- F. Install no more than the equivalent of three 90-degree bends in any conduit run except for control wiring conduits, for which fewer bends are allowed. Support within **12 inches (300 mm)** of changes in direction.
- G. Conceal conduit and EMT within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.
- H. Support conduit within **12 inches (300 mm)** of enclosures to which attached.
- I. Stub-ups to Above Recessed Ceilings:
 - 1. Use EMT, IMC, or RMC for raceways.
 - 2. Use a conduit bushing or insulated fitting to terminate stub-ups not terminated in hubs or in an enclosure.
- J. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.
- K. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to **1-1/4-inch (35mm)** trade size and insulated throat metal bushings on **1-1/2-inch (41-mm)** trade size and larger conduits terminated with locknuts. Install insulated throat metal grounding bushings on service conduits.
- L. Install raceways square to the enclosure and terminate at enclosures with locknuts. Install locknuts hand tight plus 1/4 turn more.
- M. Do not rely on locknuts to penetrate nonconductive coatings on enclosures. Remove coatings in the locknut area prior to assembling conduit to enclosure to assure a continuous ground path.
- N. Cut conduit perpendicular to the length. For conduits **2-inch (53-mm)** trade size and larger, use roll cutter or a guide to make cut straight and perpendicular to the length.
- O. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than **200-lb (90-kg)** tensile strength. Leave at least **12 inches (300 mm)** of slack at each end of pull wire. Cap underground raceways designated as spare above grade alongside raceways in use.
- P. Surface Raceways:
 - 1. Install surface raceway with a minimum **2-inch (50-mm)** radius control at bend points.
 - 2. Secure surface raceway with screws or other anchor-type devices at intervals not exceeding **48 inches (1200 mm)** and with no less than two supports per straight raceway section. Support surface raceway according to manufacturer's written instructions. Tape and glue are not acceptable support methods.

- Q. Install raceway sealing fittings at accessible locations according to NFPA 70 and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings according to NFPA 70.
- R. Install devices to seal raceway interiors at accessible locations. Locate seals so no fittings or boxes are between the seal and the following changes of environments. Seal the interior of all raceways at the following points:
1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
 2. Where an underground service raceway enters a building or structure.
 3. Where otherwise required by NFPA 70.
- S. Comply with manufacturer's written instructions for solvent welding RNC and fittings.
- T. Expansion-Joint Fittings:
1. Install in each run of aboveground RNC that is located where environmental temperature change may exceed **30 deg F (17 deg C)** and that has straight-run length that exceeds **25 feet (7.6 m)**. Install in each run of aboveground RMC and EMT conduit that is located where environmental temperature change may exceed **100 deg F (55 deg C)** and that has straight-run length that exceeds **100 feet (30 m)**.
 2. Install type and quantity of fittings that accommodate temperature change listed for each of the following locations:
 - a. Outdoor Locations Not Exposed to Direct Sunlight: **125 deg F (70 deg C)** temperature change.
 - b. Outdoor Locations Exposed to Direct Sunlight: **155 deg F (86 deg C)** temperature change.
 - c. Indoor Spaces Connected with Outdoors without Physical Separation: **125 deg F (70 deg C)** temperature change.
 3. Install fitting(s) that provide expansion and contraction for at least **0.00041 inch per foot of length of straight run per deg F (0.06 mm per meter of length of straight run per deg C)** of temperature change for PVC conduits. Install fitting(s) that provide expansion and contraction for at least **0.000078 inch per foot of length of straight run per deg F (0.0115 mm per meter of length of straight run per deg C)** of temperature change for metal conduits.
 4. Install expansion fittings at all locations where conduits cross building or structure expansion joints.
 5. Install each expansion-joint fitting with position, mounting, and piston setting selected according to manufacturer's written instructions for conditions at specific location at time of installation. Install conduit supports to allow for expansion movement.
- U. Flexible Conduit Connections: Comply with NEMA RV 3. Use a maximum of **72 inches (1830 mm)** of flexible conduit for recessed and semirecessed luminaires, equipment subject to vibration, noise transmission, or movement; and for transformers and motors.
1. Use LFMC in damp or wet locations.
- V. CABLE TRAY INSTALLATION
1. Install cable trays according to NEMA VE 2.
 2. Install cable trays as a complete system, including fasteners, hold-down clips, support systems, barrier strips, adjustable horizontal and vertical splice plates, elbows, reducers, tees, crosses, cable dropouts, adapters, covers, and bonding.

3. Install cable trays so that the tray is accessible for cable installation and all splices are accessible for inspection and adjustment.
4. Remove burrs and sharp edges from cable trays.
5. Fasten cable tray supports to building structure and install seismic restraints.
6. Design fasteners and supports to carry cable tray, the cables, and a concentrated load of **200 lb (90 kg)**. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems." Comply with seismic-restraint details according to Section 260548 "Vibration and Seismic Controls for Electrical Systems."
7. Place supports so that spans do not exceed maximum spans on schedules and provide clearances shown on Drawings. Install intermediate supports when cable weight exceeds the load-carrying capacity of the tray rungs.
8. Construct supports from channel members, threaded rods, and other appurtenances furnished by cable tray manufacturer. Arrange supports in trapeze or wall-bracket form as required by application.
9. Support bus assembly to prevent twisting from eccentric loading.
10. Locate and install supports according to NEMA VE 2. Do not install more than one cable tray splice between supports.
11. Support wire-basket cable trays with trapeze hangers.
12. Support trapeze hangers for wire-basket trays with **3/8-inch- (10-mm-)** diameter rods.
13. Install expansion connectors where cable trays cross building expansion joints and in cable tray runs that exceed dimensions recommended in NEMA VE 2. Space connectors and set gaps according to applicable standard.
14. Make changes in direction and elevation using manufacturer's recommended fittings.
15. Make cable tray connections using manufacturer's recommended fittings.
16. Seal penetrations through fire and smoke barriers. Comply with requirements in Division 07
17. Install cable trays with enough workspace to permit access for installing cables.

W. CABLE TRAY GROUNDING

1. Ground cable trays according to NFPA 70 unless additional grounding is specified. Comply with requirements in Section 260526 "Grounding and Bonding for Electrical Systems."
 2. Cable trays with communications cable shall be bonded together with splice plates listed for grounding purposes or with listed bonding jumpers.
 3. When using epoxy- or powder-coat painted cable trays as a grounding conductor, completely remove coating at all splice contact points or ground connector attachment. After completing splice-to-grounding bolt attachment, repair the coated surfaces with coating materials recommended by cable tray manufacturer.
- X. Mount boxes at heights indicated on Drawings. If mounting heights of boxes are not individually indicated, give priority to ADA requirements. Install boxes with height measured to center of box unless otherwise indicated.
- Y. Horizontally separate boxes mounted on opposite sides of walls so they are not in the same vertical channel.
- Z. Locate boxes so that cover or plate will not span different building finishes.
- AA. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for the purpose.
- BB. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.

3.3 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

3.4 FIRESTOPPING

- A. Install firestopping at penetrations of fire-rated floor and wall assemblies.

3.5 PROTECTION

- A. Protect coatings, finishes, and cabinets from damage and deterioration.
 - 1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.

END OF SECTION 260533

SECTION 260560- INSTALLATION OF WIRE AND CABLE

PART 1 – GENERAL

1.1 GENERAL

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 CODES AND STANDARDS:

- A. Products shall comply with the following codes and standards and shall be UL-listed and labeled where applicable.

IEEE 48 Standard Test Procedures and Requirements for High Voltage Alternating Current Cable Terminations.

UL 486A Wire Connectors and Soldering Lugs for use with Copper Conductors.

UL 510 Electrical Insulating Tape

1.3 SUBMITTALS

- A. Manufacturers product data sheets

PART 2 – PRODUCTS

2.1 TERMINATIONS AND SPLICES

- A. Lighting and branch circuits

- 1. Splices and taps in lighting and branch circuit wiring shall be 3M Scotchlok spring connectors or equal.

- B. Metal clad cable connectors.

- 1. For non-jacketed metal clad cable in dry locations, cable terminations shall be O.Z. Gedney Type PK for use with galvanized steel armor or Type PK-A for use with aluminum armor. Cable terminations shall be provided with locknuts and bushings.

PART 3 – EXECUTION

3.1 GENERAL

- A. Conductors shall be carefully handled during installation to avoid damage of any kind. They shall be unreeled or uncoiled slowly in order to prevent damage to the insulation or sheath due to sudden bending. Repeated bending shall be avoided. Sharp kinks shall be avoided in unreeling, uncoiling and pulling.

- B. Suitable precautions shall be made to protect all installed wiring against damage due to construction activities.

3.2 PREPARATION OF RACEWAYS

- A. Raceways shall be substantially completed before any wiring is installed in them. Before any wiring is pulled into a conduit, the conduit shall be cleaned and tested for obstructions and cleared of foreign material that may be found.

3.3 SPLICES AND TERMINATIONS

- A. All power and control wiring shall be continuous and shall not be spliced unless otherwise indicated on the Drawings.

3.4 IDENTIFICATION

- A. All power wiring conductors shall be color coded as follows:

<u>Phase</u>	<u>208Y/120V</u>
Phase A	Black
Phase B	Red
Phase C	Blue
Neutral	White
Ground	Green

END OF SECTION 260560

SECTION 265100- LIGHTING FIXTURES

PART 1 - GENERAL

1.1 GENERAL

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 CODES AND STANDARDS

- A. Products shall comply with the following codes and standards and shall be UL-listed and labeled:

CBM Labels	Certified Ballast Manufacturers Assoc.
NEC Art. 410	National Electrical Code
FCC, Part 18	RFI and EMI
ANSI C62.41	Line Transient Protection
UL 1570	Fluorescent Lighting Fixtures
ANSI/IESNA RP-16	Nomenclature and Definitions for Illuminating Engineering
IESNA LM-80	Approved Method for Measuring Lumen Maintenance of SSL Light Sources
IESNA LM-79	Approved Method for the Electrical and Photometric Measurements of Solid State Lighting Products
UL 8750	Light Emitting Diode (LED) Equipment for use in lighting Products
UL 924	Emergency Lighting and Power Equipment

1.3 SUBMITTALS

- A. Submit manufacturer's product data, photo metrics, and installation instructions for each type of light fixture specified. Fixture submittals shall be in booklet form with separate sheet for each fixture assembled in "luminaire type" alphabetical order, with proposed fixture and accessories clearly indicated on each sheet.
- B. Submit on a separate sheet for each florescent fixture type specified, the ballast manufacturer, type and technical data for that ballast.
- C. Submit on a separate sheet for each fluorescent light fixture specified, the proposed lamp and manufacturer's data for that lamp. Provide manufacturer's data on the diode and driver for each LED fixture.

1.4 MANUFACTURERS

- A. Provide products of the manufacturers specified on the contract drawings and as listed under Part 2 of this section.

PART 2 - PRODUCTS

2.1 GENERAL

- A. Light fixtures shall be provided with housings, trims, ballasts, lamp holders, sockets, reflectors, wiring and other components required, as a factory-assembled unit for a complete installation.
- B. Provide electrical wiring within light fixtures suitable for connecting to branch circuit wiring in accordance with N.E.C. Article 410, Paragraph 52.
- C. Deliver light fixtures in factory fabricated containers and wrapping, which properly protect fixtures from damage.
- D. Store light fixtures in original packaging. Store inside well-ventilated area protected from weather, moisture, soiling, humidity, extreme temperatures, laid flat and on skids to keep off floors and ground.
- E. Fixtures installed in ceilings, suspended from ceilings or on walls shall have a plastic film covering protecting lens, louver and lamps from dust, dirt and debris. Plastic film shall not be removed until construction is completed.

2.4 LED Fixture

- A. Finelite High Performance Recessed 2X2 (HPR-LED) Standard Output
- B. LED color: 4000K
- C. Voltage: 120
- D. Dimmable

PART 3 - EXECUTION

3.1 GENERAL

- A. Examine all areas and conditions under which lighting fixtures are to be installed and structure which will support lighting fixtures. Notify the Contractor in writing of any conditions which are detrimental to proper installation and completion of the work. Do not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to the Installer.
- B. Coordinate light fixture installations with other trades. Fluorescent light fixtures should be installed at least two feet away from smoke detectors. Coordinate all lighting fixtures with mechanical piping and ductwork to allow for proper clearance.

3.2 INSTALLATION

- A. Install all lighting fixtures at locations and heights indicated, in accordance with the

architectural reflected ceiling plans.

- B. Provide fixtures and/or fixture outlet boxes with hangers, channel or other method of fastening and supporting fixtures required for proper installation.
- C. Luminaires installed in suspended ceilings shall be independently supported, directly from the building structure. Each luminaire shall be supported at each end.
- D. Tighten connectors and terminals, including screws and bolts in accordance with equipment manufacturer's published torque tightening values for equipment connectors. All screws and bolts shall have washers.

3.3 SPLICES AND TERMINATIONS

- A. Twist on wire connectors shall be installed which utilize square-wire spring grips and thermo plastic shells. Install connectors to meet the manufacturer's torquing requirements. Install wire connectors of size required as not to exceed the manufacturers UL-listed CSA recognized wire combinations.

3.4 FIELD QUALITY CONTROL

- A. At date of substantial completion, all lamps or LED's that are not functioning, have color deficiencies, or are noticeably dimmed shall be replaced with new lamp/LED's as determined by the Engineer.
- B. All lamps used for temporary lighting in new light fixtures shall be replaced with new lamps.
- C. All light fixtures shall be cleaned of dirt and debris upon completion of construction. All finger prints and smudges shall be cleaned.
- D. All installed fixtures during remainder of construction shall be protected in accordance with Section 2.1 Paragraph E of this specification section.
- E. All light fixtures shall be grounded in accordance with article 250 and 410 of the NEC. Tighten connections to comply with tightening torques specified in UL 486A to assure permanent and effective grounds.
- F. All light fixtures damaged in shipping or during installation shall be replaced with new fixtures at no cost to the Owner.
- G. Furnish stock or replacement fluorescent lamps amounting to 10%, but no less than six lamps, of each type and size lamp used in each type of lighting fixture. Deliver replacement stock as directed to Owner's storage space.

END OF SECTION 265100

SECTION 27 00 00- COMMUNICATIONS

PART 1 GENERAL

1.01 DESCRIPTION

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. All cabling for voice and data will be CAT6. The general building contractor shall provide Inside Plant (ISP) pathways, which may include accessible utility corridors, finished and exposed metal cable tray or ladder, enclosed conduit, duct, or raceway including pull ropes to allow the installation of cable. Junction boxes shall be provided to allow installation of termination jacks at each station. The general contractor shall provide dedicated building closets, equipment backboards, wire management supports, termination racks, a grounding system, and an Outside Plant (OSP) conduit with pull ropes from the Building Distribution Frame (BDF) to nearest manhole.
- C. US:IT will refer to the cable, which carries Telecommunications System signals, either integrated voice/data or voice only signals, as "voice" cable, i.e. voice riser, voice station cable.
- D. ISP/OSP bid submittals shall include all costs for construction material, labor and any other items required for ISP/OSP installation.
- E. The Contractor will be responsible for implementing all ISP/OSP per the design layout and specifications in its proposal. The design of all pathways and hardware shall allow for a 50% growth in capacity. This responsibility includes installation and termination of all ISP/OSP cabling to their proper equipment.
- F. Particular consideration is to be given to the restoration of penetrated fire and smoke stop partitions and floor slabs to their original condition or to current fire code standards, whichever is greater.
- G. The Contractor shall furnish blueprints, schedules and other technical data in order to illustrate to US:IT the intended method of installation. These shall define material type, path and concealment methods, distribution cable quantities, and room or wall space requirements. This information will be submitted prior to starting any portion of work and is subject to the approval of *US:IT department*.

1.02 DEFINITIONS

- A. Inside Plant (ISP) is defined as intra-building distribution of cable media such as riser cable both fiber and copper coax, station cable, station jack hardware, Intra building Distribution Frame (IDF) terminals, sleeves, conduit, raceways, distribution frame hardware, etc. All other physical plant such as grounding, power, conduit, and raceway not considered OSP are part of the ISP.
- B. Outside Plant (OSP) are all facilities used to support inter-building connections, including (but not limited to) copper, fiber and coaxial cable, splices, terminators, pairs protection, grounding systems, ducts, conduits, manholes, and all related outside infrastructure. Also included are Main Distribution Frames (MDF) and Building Distribution Frames (BDF).

- C. Voice Cable – Cabling, which carries Telecommunications System signals, either integrated voice/data or voice only signals, i.e. voice riser, voice station cable.
- D. Data Cable – Cabling, which carries data communications signals, i.e. data riser, data station cable, data fiber.
- E. Video Cable – Cabling, which carries video or TV communications signals, i.e. video riser, video station cable, video coax.
- F. Approved contractor – The bidder shall be Cat 6 certified. Also, must have a minimum of 5 years telecommunications/data installation experience. Cabling technicians must be certified installers. No more than one helper per certified installer. Certification of technicians must be shown if requested.

1.03 REFERENCES

- A. All work shall meet all applicable codes and standards.
 - 1. National Fire Protective Assoc. (NFPA) 70.
 - 2. Building Industry Consulting Service International (BICSI) Standards.
 - 3. National Electrical Manufacturers Assoc. (NEMA) Standards.
 - 4. Electronics Industry Assoc./Telecom. Industry Assoc. (EIA/TIA).
 - 5. US:IT requirements.

PART 2 PRODUCTS

2.01 OSP – DUCT SYSTEM

- A. The Contractor shall be prudent in the design and installation and use of all available industry techniques to fully utilize individual ducts or raceways and avoid using existing spare ducts or raceways where feasible.
- B. Each duct bank shall consist of three 4” conduits to each building. The duct bank sizing reflects the installation of video coax, data fiber, and voice cable. Contractors shall install Type C (Carlson 68515WH) and industry approved fittings. One 1¼” three cell maxicell shall be installed in one 4” conduit.
- C. Where sharp bends or turns are required, prefabricated fittings will be used unless such bends or turns prohibit the pulling of large cables. In such cases, manholes or hand holes shall be installed.
- D. Rigid conduit will be used where ducts run under roadways. Where conduits are installed in concrete slabs or where the minimum required depth is not feasible. All 4” Rigid conduits will extend a minimum of 10’ past the outside wall and attach to ducts feeding the building.
- E. The duct systems shall be sloped to permit penetrating water to drain towards the manhole(s). The highest point of the duct array will be at the building entry point. All duct systems will be marked with the appropriate marking tape on top. There must be a minimum of 4 inches of sand above the conduits before backfilling.
- F. All unused ducts shall be provided with removable conduit plugs or equivalent for waterproofing and protection. All ducts shall be cleaned of earth and debris, and equipped with minimum

200-pound strength pull rope.

- G. All cables entering ducts shall be sealed according to industry standards and provide a watertight seal.

2.02 MANHOLES AND HAND HOLES

- A. New manholes shall be reinforced concrete construction, cast-in-place or pre-cast, and must meet industry standards for telephone manholes.
- B. The manholes/hand holes sizes shall be a minimum of 4' x 4' x 4', up to a maximum of 6' x 12' x 7' (see manhole/conduit drawings for manholes sizes and locations).
- C. A PVC water barrier shall be installed at each construction joint.
- D. Maximum distances between manholes and from manhole to buildings shall not be great than 600 feet for a run containing an aggregate of a 45-degree bend and 400 feet for runs having an aggregate of a 90-degree bend.
- E. On straight sections maximum distance between manholes shall be no greater than 600 feet.
- F. Manhole lids will be permanently marked with the word "Telecom" or "Communications."
- G. Each manhole must have an integral 7/8" inch steel ring 6" diameter as part of the manhole structure. A 12-inch circular sump hole must also be included at the lowest point in a manhole.
- H. All manhole covers must meet industry standards for vehicular traffic loads.

2.03 TRENCHING, BACK-FILLING AND RESTORATION OF GROUNDS

- A. Trenching shall be done using trenching machines or backhoes and supplemented by hand excavation where required in order to avoid utility disruption.
- B. Ducts shall be placed on top of four inches (4") of sand bedding at the bottom of each duct run. An additional four inches (4") of sand shall be placed around and between ducts. A final four inches (4") of sand shall be placed on top such that an aggregate of twelve inches (12") exists from the floor of the duct trench and the top of the last four inches (4") of sand.
- C. Below finished grade, just on top of the final layer of sand, and offset from the center of the duct bank, the Contractor shall place one (1) continuous plastic marking strip labeled "Communications."

- D. Gravel backfill shall be used in paved areas and earth shall be used in lawn area. Backfill shall be free of large stones of 3" in diameter or greater.
- E. All backfill materials shall be compacted 95%.
- F. The Contractor shall repair all the University grounds and property to their pre-construction condition using materials of same or better quality. This includes, but is not limited to, re-paving, re-seeding, walls, fences, landscaping, utilities, signs, painting, curbing, etc.
- G. Bituminous materials should be used where necessary for repairing roads, parking areas, and footpaths. The materials shall be provided in two (2) courses: two 2" binders and a 1" surface course. All existing paths and roadways of greater depth shall be repaired to match existing materials and depths.
- H. US:IT reserves the right to inspect all materials to be used in the process required in this section on trenching, backfilling, restoration of grounds, and to demand changes in type and quality in order to meet US:IT standards. Such changes will be at the Contractor's expense unless US:IT requires materials of a higher quality than originally required by this document. In all cases concerning determination of "original condition", US:IT will be the judge and have final approval.
- I. Trench depth, from the bottom of the trench to the top of finished grade will be three feet, eight inches (3' 8") under pavement, and two feet, two inches (2' 2") under finish grade.

2.04 CABLE IDENTIFICATION AND LABELING

- A. After final acceptance, Contractor will prepare and submit cable OSP drawings. These site drawings will be supplied on reproducible materials, and the Contractor will add its distribution system and show at a minimum:
 - 1. Exact route of total outside plant including trenching routes.
 - 2. Depth of cable trench.
 - 3. Locator coordinates measurements from cable location to nearest building.
 - 4. Cable number, cable pair count, wire gauge, cable lengths, and cable types of every OSP copper, coax and fiber cable included in the system.

2.05 OSP CABLE SIZING

- A. Contractor will design an OSP that is complete.
 - 1. All OSP pairs must be terminated in Northern 191 or CIRCA #2200B-100 fuse protectors.
 - 2. All fiber cable shall be Hitachi 12 multi-mode 62.5/125 and 12 single-mode fibers or as specified.
 - 3. All cable shall be rated for outside usage in duct systems.

2.06 CABLE TYPE, SPLICES AND PROTECTION

- A. All Copper cable used in OSP shall be waterproof with moisture and heat resistant properties up to 125 degrees, Gel-Filled Core Duct/Direct Burial type, with a Metal Clad composition. All wire shall be Twisted Pair type PE89 jelly filled 24 AWG solid copper cables.

- B. All splice connections in manholes shall be placed in re-enterable waterproof closures and sealed according to manufacturer's specifications. All splices shall be made with 3M modular connectors (4000-D) and enclosed in "Preform" enclosures.
- C. All OSP will be properly grounded according to NEC Codes and BICSI Standards, and Local Codes and industry standards. All ground connections are subject to the inspection and approval of the US:IT, as well as State and Federal Inspectors.
- D. All OSP will be enclosed in conduit or raceway where appropriate, such as required by Fire Codes, exposed to steam pressure relief valves, or in public areas.

2.07 ADMINISTRATIVE AND ACADEMIC BUILDING OSP DATA FIBER SIZING

- A. Fiber cables shall be pulled to the BDF.
- B. All fiber cables shall be properly terminated at the BDF.
- C. In the fiber installation there will be no splices in the fiber cable, other than those at termination points.
- D. All fiber cable shall be Hitachi 12 multi-mode 62.5/125 and 12 single-mode fibers or as specified.

2.08 OSP – VIDEO CABLE SPECIFICATIONS

- A. All video cables for OSP will be Hitachi single-mode fiber.
- B. Video fibers shall terminate on SC/APC fiber optic connectors.

2.09 CONFIGURATION AND SPECIFICATIONS FOR ISP

- A. Where existing sleeves, riser conduit, etc., are insufficient for new riser cable, construction of new sleeves, cores, and conduit or raceway shall be proposed and included in the contractor's purchase price. A minimum of twelve inches is required between all phone/data services and any electrical circuits. This is a US:IT requirement.
- B. There must be a 50% growth factor built in on all conduit runs used for Voice, Data and Video jacks. Minimum conduit for station runs will be 1" trade size conduit with proper fittings. A 1" NMT non-metallic tubing properly installed meeting all NMT requirements of NEC/BISCI and the University of Maine is also acceptable. There will be NO DAISY CHAINING of jacks for any reason. A pull string needs to be installed in all conduits used for ISP/OSP cabling.
- C. Open Ceiling – All conduits will be installed above the tray or back to the proper IDF/BDF.
- D. Suspended Ceiling – All conduits will be stubbed above the ceiling or back to proper IDF/BDF. Install B-Line cable tray in all corridors providing a continuous pathway back to the proper BDF/IDF.

- E. All old cables are to be removed as required by the NEC.

2.10 CABLE ROUTING

- A. It is mandatory that the contractor makes use of and provides cable pathway materials between all building MDFs, BDFs or IDF. A 50% growth factor must be provided when a job is completed. A minimum of 12 inches shall be kept between all data and electrical pathways when being designed (US:IT requirements).
- B. Such pathway materials may include:
 - 1. Finished and exposed metal cable tray, ladder, or raceway.
 - 2. Enclosed conduit or wireway through walls or ceiling plenums.
 - 3. Sleeves and conduit.
 - 4. Other materials as the contractor may require.
- C. Provide B-Line – Part # FT2X12X10. Must be mounted no more than 12” above suspended ceiling, or 8’ 6” in open corridors. A usable pull string is to be left in each cable tray on completion of cable installation.
- D. It should be noted that US:IT will not supply pathway materials.
- E. All raceways used for Telecom/Data shall be Panduit. They shall be sized properly for use. ONLY proper fittings for raceway shall be used.

2.11 CAT 6 REQUIREMENTS AND PARTS

- A. All data cables shall be CAT6 Hitachi part # 30212-8.
- B. All data cables installed shall be Hitachi part # 30212-8BL CAT6 with a PVC jacket being blue.
- C. All dorm jacks shall be installed at 33” to bottom.
- D. All E&G building jacks shall be installed 16” to the bottom.
- E. All CAT6 cable shall be installed according to the NEC code, BICSI standards and EIA/TIA standards.
- F. All CAT6 cable shall be installed on blue Hitachi part # 30212BL and terminated on Panduit jacks, part # CJ688PBB.
- G. All CAT6 cable shall be 23 AWG and 8 conductors terminated as 568-A standards allow.
- H. All raceway installed to be used for CAT6 installation must meet all BICSI standards as well as ANSI/TIA/EIA standards.
- I. Cables shall terminate in proper Siemon part # HD6-24B-SIE patch panels rated for CAT6 specs, RJ45 faceplates with 110 terminations on back.
- J. Patch cables rated for CAT6 100mb are to be supplied and installed.
- K. CAT6 certification must be received prior to final payment.

- L. Velcro required to tie and support cables.
- M. All raceways for IT shall be properly sized for Panduit or 1" conduit.

2.12 DISTRIBUTION FRAME REQUIREMENTS

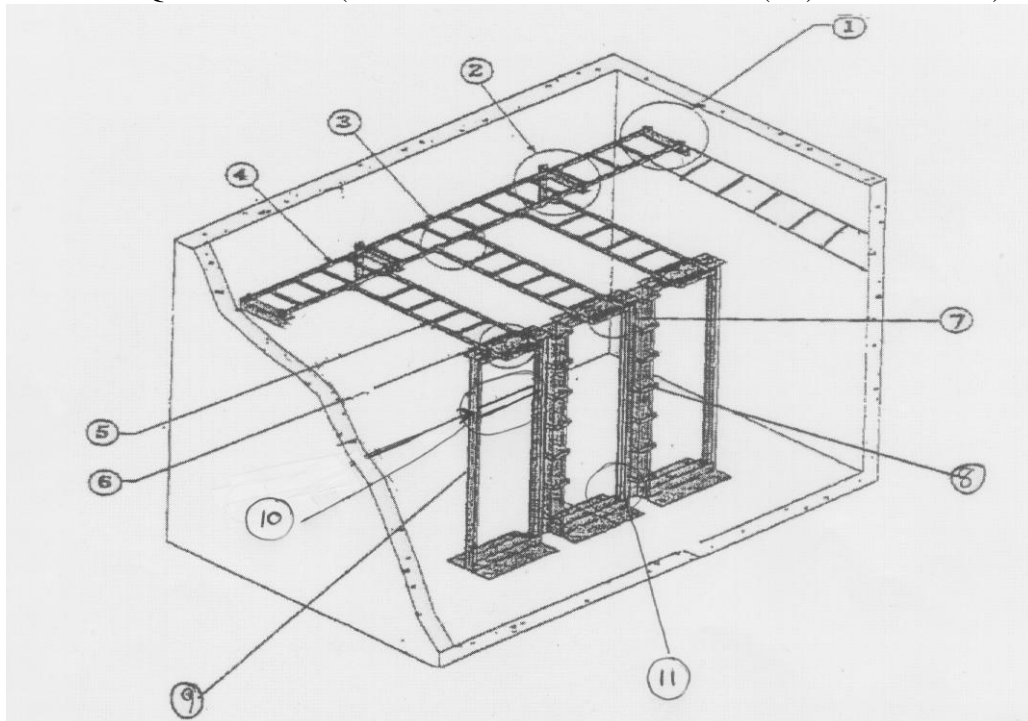
- A. New IDF and BDF room construction shall be included in Building Design blueprints.
- B. There shall be included, in the building, an equipment room as designated by US:IT strictly for data telecommunications. All BDF and IDF rooms shall be a minimum of 8' x 10' x 8', with signage indicating that the room is a data telecommunications facility.
- C. An IDF room will be required per floor in order to keep distance requirements for CAT6 wiring within specifications. This room(s) shall be keyed to the telecommunications master key. A 50 pair feeder cable for voice shall be run to the BDF room from each IDF room. These cables should run in pipe chases of 4" conduits. A 12/12 fiber riser cable will be run from BDF to each IDF for data feed. BICSI and NEC standards and US:IT requirements must be met. RJ11 coax shall be installed to each IDF from the BDF. Air temperature and air movement should meet office requirements for the building.
- D. BDF/IDF rooms should have a switched light with 50 ft. candles available and at least two isolated duplex outlets rated for 20 amps. A covered # 6 copper ground wire and bus bar must be installed at each IDF from main grounding frame in BDF and from racks installed at each IDF/BDF.
- E. A # 4 copper ground wire, properly installed and terminated, will be required in all BDF rooms, part # SB477K.
- F. Two 4" conduits from BDFs to IDFs with pull strings installed.
- G. Three 4" conduits feeding BDF from OSP manholes.
- H. All conduit, raceway, coring, and equipment backboards must be supplied and installed by the Contractor.
- I. Contractor will be required, prior to start of project, to submit a floor-by-floor list of where new BDFs and IDFs will be required.
- J. No sprinkler heads should be installed within the BDF/IDF rooms. Heat/smoke detectors should be installed where necessary for fire code compliance.
- K. All cable will be marked clearly and legibly at both ends.
- L. All cables and fiber shall be terminated on a 7' x 30' x 19' rack. All installed equipment shall meet all BICSI requirements as well as US:IT requirements. All racks shall be properly bonded to ground bar in IDF/BDF rooms.
- M. One wall having a 4' x 8' x 3/4" sheet of plywood attached painted with fire retardant paint is required in the BDFs and IDFs. Plywood should be vertically mounted behind the racks installed 2' off the finished floor.

- N. Wire management hardware located on three (3) walls above the racks is required in preparation of installation of termination equipment by the contractor (see diagram included in this document BDF/IDF requirements closet).
- O. Single-mode fiber will be fusion spliced to factory ceramic SC and SC/APC pigtails.
- P. Multi-mode fiber will be terminated using ST Unicams factory polished ceramic.
- Q. All fiber patch panels are to be Seicore, sized to accept fibers from the OSP plant as well as riser for the IDFs.
 - 1. Data telecommunication rooms (including but not limited to BDF and IDF closets):
The BDF closets shall be on the lowest floor level of the building being served. An IDF closet is required for each floor above the lowest floor.
 - 2. All BDF/IDF closets shall be designed as shown in the diagram below. Materials for this requirement are shown in the diagram.
 - 3. All data telecommunication rooms must have a 3' door swinging out into the hallway.
 - 4. All data telecommunication rooms are for INFORMATION TECHNOLOGIES USE ONLY; any other equipment needing IT service should be located in a separate mechanical room.

2.13 CABLE SUPPORT AND RACK PRODUCTS

- A. All material to be installed to product specifications.
- B. All material to match cable trays installed in the building.
- C. All racking and cable tray to be grounded with # 6 green PVC ground wire.

BDF/IDF REQUIREMENTS (EXAMPLE USING B-LINE AND (SB) HARDWARE)



Item Number	Description of Item	Item Part Number
1	End Bracket Relay Wall Bracket	SB87019S2FB
2	Runway Wall Bracket	FTB12CS
3	90 deg. Splice Bar	90DEGREE KIT
4	Fast Splice Bar	FTSTLC
5	Cable Runway B-Line	FT2X12X10
6	Splice Washer Kit	WASHERSPL KIT
7	Runway Termination Kit	SB-2105-12-TG
8	Copper B-Line Vertical Management	SB57166D084AL
9	Copper B-Line Aluminum Rack	SB556084XUAL
10	Horizontal Management	CMPHH2
11	20 AMP Dedicated Electrical Outlet	

NOTE: Wire management required around each frame: top, bottom and side. This will be sized to fit each building requiring size changes to match density and count of building. All products and fittings are B-Line Cable Tray and fittings.

2.14 CABLE NETWORKS IDENTIFICATION AND LABELING

- A. Each contractor shall permanently mark all cables with permanent labels.
- B. Labels shall be waterproof materials with indelible text information and mechanical attachment or waterproof adhesive.
- C. Each required label location shall contain all fields of required information below.
- D. Required identification information shall include the following items, combined to produce a unique and non-duplicating identification for each cable. No two jacks within the cable plant shall have the same number.
- E. Jacks shall show termination location; floor location and BDF/IDF location (i.e. basement – BDF A001; 1st floor to IDF B101; 2nd floor to IDF C201).
- F. Where multiple cables have the same termination location and floor identification number, the contractor shall add an alpha/numeric suffix to provide non-duplicating identifiers (i.e. A201, A201B).
- G. All jack locations should run straight back to the equipment rooms or cable trays in their own raceway.
- H. Equipment rooms should have a switched light and at least two duplex outlets rated for 20 amps.
- I. Pull strings are to be installed at the time of construction in all conduits.
- J. If utilized, pull strings must be replaced prior to completion of project.

- K. Cables need to be toned and correctly labeled at the time of installation.
- L. Riser fiber cable shall be 12 strand multi-mode and 12 strand single-mode fiber.
- M. Cables for voice and data shall not exceed 290' end to end.

2.15 UNIFORM WIRING PLAN (UWP)

- A. Below are the jacks and symbols to be used by the contractor when cables and terminations are installed. Panduit jacks and equipment will be used. All jacks will be wired as 568A and meet CAT6 certification.



- B. UWP#1s – Consists of three separate cables (23 AWG), 2 blue data and 1 RG6 coax. (See symbol 1 above).
- C. UWP#2s – Consists of two separate cables (23 AWG), 2 blue data, these are the standard for all offices. (See symbol 2 above).
- D. UWP#3s – 1 blue voice cable only (23 AWG). This jack is used for alarm circuits mostly. (See symbol 3 above).
- E. UWP#4s – 1 blue data cable (23 AWG). Used where no phone will ever be needed but data transmission is required. An example would be an in-house billing system, i.e. Harco. (See symbol 4 above).

2.16 VOICE AND DATA CABLE SPECIFICATIONS FOR HORIZONTAL CABLING

- A. Cables will be 23 AWG 8 conductors Unshielded Twisted Pair (UTP).
- B. All cables will be blue category 6 four pair and comply with EIA/TIA 568A standards.

2.17 VIDEO WIRING PLAN (UMP)

- A. The contractor must install F59SSV quad shielded RG 6 type drop cables for subscriber loop locations. RG6 type subscriber drop cables are used to interconnect the TV outlet with multi-tap devices that will be installed at the BDFs or IDFs.
- B. At the outlet, the contractor shall terminate the cable in the outlet connector using an F10F10S11-X straight jack. The TV outlet shall then be terminated using a 75-ohm F terminator.

2.18 VIDEO RISER CABLES

- A. Where video riser cables are required between floor types F11SSEF and single-mode fiber will be installed.

- B. Routing of video riser cables follows voice cable installation from floor to floor.

2.19 WIRELESS NETWORKING REQUIREMENTS

- A. One (1) 1” conduit run to each location for networking cables.
- B. Conduits will terminate either at BDF, IDF or above the cable trays with CAT6 data cable being installed.
- C. All ANSI/TIA and NEC codes or requirements must be met.

2.20 CAMERA INSTALLATION

- A. A 1” conduit from the camera location back to the cable tray or above suspended ceilings.
- B. Conduits will terminate either at BDF, IDF or above the cable trays with blue CAT6 data cable being installed.
- C. A blue CAT6 data cable shall be installed and terminated in an RJ45 Panduit jack.
- D. Jack shall be labeled to show proper BDF or IDF location, i.e. Jack A1001 for BDF or B2001 for IDF.
- E. Cameras to be used are axis 216FD for fixed dome inside installation.
- F. Outside cameras are to be axis and will be listed by their needs. Recommended part # AXIS 223M, Outside Housing recommended part # AXIS #24889, including heater and blowers.
- G. NUV for each building to be installed in BDF rooms equipment rack, part # 1PNUR1UST4TB8R must be able to record for 28 days.

2.21 OUTSIDE EMERGENCY PHONES

- A. Two 1/4” conduits run to pedestal location, 1 for Telecom/fiber cables, and 1 for electrical circuit to be installed with ground fault interruption 20 Amp minimum 120v rated. Each to be terminated in the proper equipment rooms, i.e. electric to electric panel, IT to proper BDF room.
- B. 1/4” conduits need to be rated for outdoor use, PVC schedule 40 recommended.
- C. Symbol for location(s) is:



2.22 US:IT VOICE AND DATA CABLE SPECIFICATIONS FOR JACKS

- A. All cables are 23 AWG 8 conductors unshielded twisted pair cable.
- B. Category/Level 6 – cable must be 8 conductor and comply with EIA/TIA 568-A standards.

- C. Color-coded with a blue PVC jacket.
- D. DC Resistance 9.38 @ 100 meters.
- E. DSC Resistance Unbalanced 5% maximum.
- F. Impedance @ 250 MHZ 100 + 15%.
- G. Category/Level 6 – When requested for installation, specs will be given and approval from Telecommunications on the cable to be installed will be given.
 - 1. Characteristics:
 - a. Propagation Delay @ 10 MHZ 5.7 per/meter.
 - b. Delay Shew @ 25NS/100 meters.
 - c. Attenuation crosstalk 11.4 db @ 250 MHZ.
 - 2. Specifications:
 - a. Blue PVC jacket.
 - b. 8 Conductors 23 gauge.
 - c. DC Resistance 9.38/100 meters.
 - d. DSC Resistance unbalanced 5% maximum.
 - e. Pair to ground capacitance unbalanced maximum @ 1 KHZ 100m.
 - 3. Transmission Properties:
 - a. Freq 427.0.
 - b. Maximum attenuation @ 20 deg. Celsius 50.5.
 - c. Near end crosstalk worst pair combination 64-15log (F/00.772).
 - d. Power Sum N/A.
 - e. Worst Pair SRL 10 db.
 - f. Resistance OHMS 100 115%.

2.23 INSTALL LEVEL 6 STANDARDS

- A. ANSI/TIA.E1A 568A Category 6 E (400 MHZ):
 - 1. 155 mbps ATM and 100 mpbs Ethernet.
 - 2. 4 pair 23 gauge copper.
 - 3. ISO/IEC 11801.
 - 4. Min Bend Radius .820.
 - 5. PVC Blue Jacketed.
 - 6. Cable markings starting at 0 to 1000' per box.
 - 7. Non Plenum 75N4.
- B. ETL Verified Electrical Performance:
 - 1. CAT6 STANDARDS:
 - a. Input Impedance 100 ohm + 15 ohm 1-100 MHZ.
 - b. Capacitance 4.6 NF/100 m nominal.
 - c. DE Resistance/Unbalanced 6.66 ohms/100 m max.
 - d. Propagation Delay 5.7 N/SEC/m mac at 10 MHZ.

2.24 TEST RECORDS FOR ISP/OSP

- A. Contractor will test each OSP pair in each cable on an end-to-end basis after terminating.

Maximum allowable defective pairs will be limited to 1% of the total number of pairs and a maximum of one (1) pair per 25-pair binder group. Defective pairs over 1% will require cable repair or replacement at the Contractor's expense.

- B. ISP testing for each station cable is required with zero defective pairs acceptable.
- C. The Contractor, at no cost to the University, will replace cables rejected by the US:IT department with new cable from end to end.
- D. Records of testing will be delivered to US:IT in MSExcel format, or software that is compatible with MSExcel.
- E. Building will not be accepted for service prior to records being received, thus no service will be provided.

PART 3 EXECUTION

3.01 OSP – FIBER INSTALLATION

- A. No splices will be allowed in OSP fiber. Any faulty cables must be replaced at Contractor's expense.
- B. All fiber cable must be installed in accordance with manufacturer recommended tensile specifications.
- C. Lubricant must be used when installing fiber cable. This lubricant must be manufacturer guaranteed to be non-destructive to the cable sheath or any portion of the inner duct.
- D. All fiber cables shall be terminated in an approved Lynn patch panel using approved ST, SC or SCAPC connectors. All connections shall be fusion splicing onto correct connectors. Labels shall show the destination of each fiber optic strand.
- E. All fiber cable will be tested for loss and bandwidth according to the manufacturer's specifications. Tests shall be performed after all the cable has been installed, spliced and terminated.
- F. All fiber cable shall be 62.5/125 multi-mode or hybrid Hitachi/Corning Fiber containing twelve multi-mode fibers and 12 single-mode fiber rated for outside usage in duct system.

3.02 OSP – DATA FIBER INSTALLATIONS

- A. Specifications for Altos/Lst Cables:
 - 1. Maximum attenuation: 3.5/1.0.
 - 2. Minimum bandwidth: 120/500 850 MHZ to 1300 MHZ.
 - 3. Gigabit Ethernet Distance Guarantee 500/1000.
 - 4. Multi-mode/Single-mode.
 - 5. Graded Index: 50 Gigabit Plus CL.
 - 6. 62.5/125 micron core diameter (+/-3).
 - 7. Maximum Tensile Loading: 600 lbf.
- B. The Contractor is responsible for installation and testing of fiber. A loss of more than 2dB is not acceptable.

- C. All fiber cable must be installed in accordance with manufacturer recommended tensile specifications.
- D. All fiber cables shall be terminated in an approved patch panel using SC ceramic ferrule connectors. Single-mode fiber must also be properly terminated and marked using SC/APC or SC pigtailed, both need to be fusion spliced. Labels shall show the destination of each data fiber optic strand.
- E. All fiber must be tested prior to installation with an Optical Time Domain Reflectometer (OTDR) to insure cable integrity and to identify any damage due to shipping. An OTDR graph must be delivered to the University prior to the installation of the fiber cable and after the cable has been installed.

3.03 DATA FIBER TESTING

- A. All fiber cable must be tested to guarantee the performance integrity of cables, bends, tensile loads and terminations or cross connects.
- B. Each fiber cable must be tested for loss and bandwidth. Tests shall be performed upon completion of installation and termination.
- C. Any cable that is found to be defective shall be repaired or replaced at the contractor's expense.
- D. An OTDR graph must be provided for each fiber strand tested.
- E. Testing must be accomplished with an OTDR.

3.04 INSIDE PLANT (ISP) INSTALLATION

- A. The cable will be less than 280 feet from station jack to distribution frame termination.
- B. All cable paths that will be used for Category 6 cable installation must meet all applicable codes, BICSI and ANSI/TIA/EIA standards.
- C. When a cable must be created in an existing building, the following concealment methods are acceptable:
 - 1. Dry wall: fishing of hollow wall cavities.
 - 2. Plaster or Tile Wall: Color coordinated wire mold.
 - 3. Drop ceiling: Velcro every 10' and avoid lighting fixtures and all electrical conduit and raceway.
 - 4. Utility Corridors: Concealment not required; Velcro every 10' to (chases and trays) to self-supporting hangers, avoid receptacles and all electrical conduit/raceways. Clear and free conduit or riser sleeves are available for use wherever they are found and should be used first.
 - 5. Raceway shall be installed where indicated and when required to run on the surface of a wall. Raceway shall be Panduit and must be properly sized and meet the installation requirements of the manufacturer of the cable to be installed.

END OF SECTION 270000