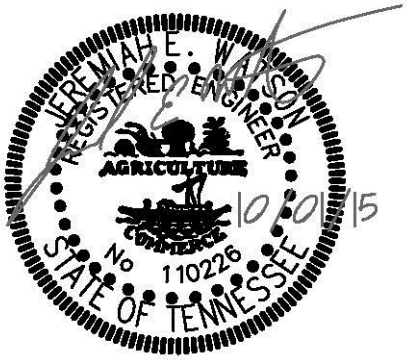
PROJECT MANUAL
JUVENILE COURT
SPRINKLER SYSTEM RETROFIT

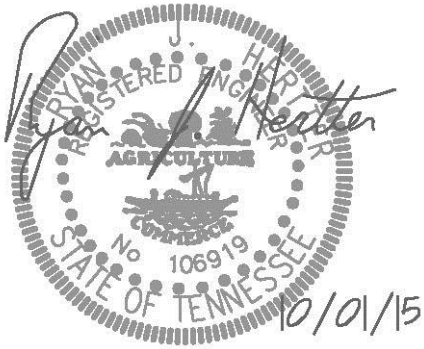
616 Adams Avenue
Memphis, TN 38103

RFP # 16-009-24

Shelby County Government
160 N. Main Street
Memphis, TN 38103

October 1, 2015





Prepared By:

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2787 Stage Center Dr., Suite 101
Memphis, TN 38134
(901)-379-0500

INNOVATIVE • ENGINEERING
SERVICES, LLC

SHELBY COUNTY GOVERNMENT
JUVENILE COURT SPRINKLER SYSTEM RETROFIT
616 ADAMS AVENUE, MEMPHIS, TN 38103

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BID FORM - STIPULATED SUM

To: Administrator of Purchasing
Shelby County Government
Suite 900
160 North Main St.
Memphis, TN 38103

Project: Juvenile Court
Sprinkler System Retrofit
616 Adams Ave, Memphis, TN

Date: _____

Submitted by:
(full name) _____

(full address) _____

_____

I. OFFER

BASE BID- All Work not including listed on this bid form and not including the Contingency Allowance as indicated in the bid documents: *(State amounts in both words and figures)*

_____Dollars ($_____)

CONTINGENCY ALLOWANCE Twenty percent (20%) of the Base Bid to the nearest whole dollar: Contingency funds may only be applied towards work that is not identified by the contract documents and is approved by the owner. Any unused funds shall be deducted from the contract by deductive change order at the contract close-out. (State amounts in both words and figures)

_____Dollars ($_____)

TOTAL BASE BID AMOUNT *(Base Bid plus Contingency Allowance)*
Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Innovative Engineering Services for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of (State amounts in both words and figures)

_____Dollars ($_____)
in lawful money of the United States of America.

We have included the security Bid Bond as required by the Notice to Bidders. All applicable federal taxes are included and State of Tennessee and City of Memphis taxes are included in the Bid Sum.

1. ALTERNATES

Refer to drawings, Alternates.

ALTERNATE 1: Install floor drains and associated piping in designated areas as indicated in drawings:

_____Dollars, ($ _____)

ALTERNATE 2: Replace existing shutoff valves at floor control valve assembly with automatic valves and install control panel in main control room as indicated on drawings.

_____Dollars, ($ _____)

ALTERNATE 3: Paint repaired and/or patched ceiling and walls that had to be accessed to perform work in Base Bid and Alternate 1:

_____Dollars, ($ _____)

2. ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for (90) ninety days from the bid closing date. If this bid is accepted by the Owner within the time period stated above, we will:

- Execute the Agreement within seven days of receipt of Notice of Award.
- Furnish the required bonds within seven days of receipt of Notice of Award. In the form described in Supplementary Conditions.
- Commence work within seven days after written Notice to Proceed.

If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required bonds, the security deposit shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

In the event our bid is not accepted within the time stated above, the required security deposit will be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

3. CONTRACT TIME

If this Bid is accepted, we will: Complete the Work in ONE HUNDRED EIGHTY (180) calendar days from Notice to Proceed. CONTRACTOR agrees to provide COUNTY an amount equal to 500 ($) Dollars per day for liquidated damages for each consecutive calendar day required for the completion of the contract beyond the time stipulated.

4. ADDENDA

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

Addendum #_____Dated _____

Addendum # _____Dated _____

Addendum #_____Dated _____

Addendum # _____Dated _____

5. APPENDICES

The following documents are attached to and made a condition of the Bid:
LOSB Subcontractor & Supplier List
Drug-Free Workplace Affidavit
Bid security in form of Bid Bond

6. BID FORM SIGNATURES

The Corporate Seal of

_____

(Bidder- print the full name of your firm)

was hereunto affixed in the presence of:

_____

(Authorized signing officer Title)
(Seal)

_____

(Authorized signing officer Title)
(Seal)

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

END OF DOCUMENT

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and

(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of
as Surety, hereinafter called the Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of

Dollars ($),
for the payment 4f which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

(Here insert lull name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this day of 20

(Principal) *(Seal)*

(Witness)

(Title)

(Surety) *(Seal)*

(Witness)

(Title)

THIS IS A DRAFT ONLY!! ORIGINAL DOCUMENTS IN EXECUTED FORM ARE REQUIRED PRIOR TO COUNTY SIGNATURE. IT IS A MANDATORY REQUIREMENT THAT ALL DOCUMENTS WHICH ARE REQUIRED TO BE ATTACHED TO THIS AGREEMENT BE ATTACHED BEFORE SUBMITTAL TO SHELBY COUNTY FOR SIGNATURE. IF NOT, THE AGREEMENT WILL BE RETURNED FOR COMPLETION.

COUNTY/CONTRACTOR AGREEMENT

OWNER: SHELBY COUNTY GOVERNMENT
160 N. MAIN ST.
MEMPHIS, TN 38103

CONTRACTOR:

ARCHITECT\ ENGINEER: Innovative Engineering Services, LLC
2787 Stage Center Dr.
Suite 101
Bartlett, TN 38134

THIS CONTRACT made and entered into this _____ day of _____, 20__, by and between SHELBY COUNTY GOVERNMENT, through its governing body and authorized representative, party of the first part, hereinafter referred to as "COUNTY," and _____, party of the second part, hereinafter referred to as "CONTRACTOR."

WITNESSETH

WHEREAS, the COUNTY issued Sealed Bid No. _____ for _____, hereinafter in this Contract referred to as "PROJECT".

WHEREAS, the said CONTRACTOR submitted a bid/proposal in accordance with bid specifications, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, which

bid was accepted by COUNTY.

NOW, THEREFORE, CONTRACTOR agrees and undertakes to **(describe work to be done)** in accordance with the Bid Specifications which are on file in the Shelby County Purchasing Department and which are incorporated herein by reference, and at the price quoted for said PROJECT by CONTRACTOR. Further, the parties agree that they will be governed by the Shelby County General Conditions of the Contract for work to be performed. The Contractor acknowledges that it has read and is familiar with the contents of said General Conditions, agrees to be bound thereby and has executed a copy of same at the place indicated thereon. A copy of said General Conditions is attached hereto as Exhibit "B" and incorporated fully herein by reference.

SECTION 1. CONTRACTOR'S RESPONSIBILITIES

1. CONTRACTOR shall perform all necessary work required by the contract documents for the satisfactory completion in full of the PROJECT.

2. CONTRACTOR shall coordinate all work with COUNTY through _____. Work shall be scheduled on a regular basis in as timely and orderly a manner as possible.

3. The CONTRACTOR shall give a Performance Bond and Labor and Material Bond, each equal to 100% of the amount of the Contract, with surety to be approved by the COUNTY, conditioned upon the full and faithful performance of all the terms and conditions of the Contract with special reference to paying in full in lawful money of the United States, all just and valid claims for material and labor entered into for the said work covered by this Contract. That further, this Contract shall not take effect until these Bonds have been executed and approved by the County.

4. The CONTRACTOR further agrees to provide insurance coverage of the type and in the amounts as required in section III, Specific Provision, paragraph 31.

5. The COUNTY shall pay the CONTRACTOR for the performance of the

Contract _____ ($)Dollars, subject to additions and deductions as provided in the contract documents.

6. The CONTRACTOR shall execute the entire work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, within _____ (__) calendar days from the actual start date as specified in the written "Notice to Proceed."

7. All work by CONTRACTOR is to be performed in a manner satisfactory to COUNTY, and in accordance with the established customs, practices and procedures of COUNTY. CONTRACTOR is to periodically request sufficient conferences to insure that the work is being done by CONTRACTOR in a satisfactory manner in accordance with the wishes of COUNTY.

SECTION II. METHOD OF PAYMENT

1. CONTRACTOR shall provide an Application for Payment to be received by the Architect/Engineer not later than the 25th day of each month. COUNTY shall make payment to the CONTRACTOR not later than the 20th day of the following month. If an Application for Payment is received by the Architect/Engineer after the application date fixed above, payment shall be made by COUNTY not later than forty-five (45) days after receipt of the Application for Payment. If the CONTRACTOR submits an incorrect Application for Payment, payment date will be extended thirty (30) days from the date of correction.

2. Application for payment shall indicate the percentage of completion of each portion of the work as of the end of the period covered by the Application for Payment.

3. Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

   a. Take that portion of the contract sum properly allocable to completed work as determined by multiplying the percentage completion of each portion of the work by the total Contract Sum less retainage of five (5%) percent;

   b. Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by COUNTY,

suitably stored off the site ate a location agreed upon in writing), less retainage of five (5%) percent;

c. Subtract the aggregate of previous payments made by the COUNTY; and

d. Subtract amounts, if any, for which the Architect/ Engineer has withheld or nullified a Certificate of Payment as provided in the General Conditions to Construction Contracts.

4. When all work embraced in this Contract has been fully and completely performed on the part of the CONTRACTOR, and accepted by the COUNTY, there shall be a statement by CONTRACTOR of the work done according to the terms herein, and the balance appearing to be due the CONTRACTOR out of funds applicable for payment for this work, excepting there from any sum that may be lawfully retained under the provisions of this Contract, Specifications, and General Conditions to Construction Contracts and all such funds as may be due the COUNTY.

5. The COUNTY shall have the right, at its option, to discharge the CONTRACTOR for any breach of any provision of this Contract, and such discharge shall not affect the right of the COUNTY against sureties on the Bonds provided.

6. It is further mutually agreed between the parties hereto that if at any time after the execution of this Contract and the Surety Bonds attached hereto for its faithful performance, the COUNTY shall deem the surety or sureties upon such bond inadequate to cover the performance of the work, the CONTRACTOR shall, at its expense, within five (5) days after the receipt of notice from the COUNTY so to do, furnish as additional bond or bonds, in satisfactory amount to the COUNTY. In such event, no further payment to the CONTRACTOR shall be deemed due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the COUNTY.

7. CONTRACTOR further agrees to provide COUNTY an amount equal to _____ ($) Dollars per day for liquidated damages for each consecutive calendar day required for the completion of the contract beyond the time stipulated. **(NOTE: If this paragraph is inapplicable, then N/A [not applicable] should be inserted in the applicable space.)**

8. Other contract provisions, including but not limited to insurance provisions may be required to enter into a contract with Shelby County Government.

SECTION III. SPECIFIC PROVISIONS

The parties further agree as follows:

1. CONTROL

All Services by the CONTRACTOR will be performed in a manner satisfactory to the COUNTY, and in accordance with the generally accepted business practices and procedures of the COUNTY.

2. CONTRACTOR'S PERSONNEL

The CONTRACTOR certifies that it presently has adequate qualified personnel to perform all Services required under this Contract. All work performed during the Term of this Contract will be supervised by the CONTRACTOR. The CONTRACTOR further certifies that all of its employees assigned to serve the COUNTY have such knowledge and experience as required to perform the duties assigned to them. Any employee of the CONTRACTOR who, in the opinion of the COUNTY, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with the Services under this Contract.

3. INDEPENDENT STATUS

a. Nothing in this Contract shall be deemed to represent that the CONTRACTOR, or any of the Contractor’s employees or agents, are the agents, representatives, or employees of the COUNTY. The CONTRACTOR will be an independent CONTRACTOR over the details and means for performing the Services under this Contract. Anything in this Contract which may appear to give the COUNTY the right to direct the CONTRACTOR as to the details of the performance of the Services under this Contract or to exercise a measure of control over the CONTRACTOR is solely for purposes of compliance with local, state and federal regulations and means that the CONTRACTOR will follow the desires of the COUNTY only as to the intended results of the scope of

this Contract.

b. It is further expressly agreed and understood by CONTRACTOR that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the COUNTY; that CONTRACTOR has been retained by the COUNTY to perform the Services specified herein (not hired) and that the remuneration specified herein is considered fees for the Services performed (not wages) and that invoices submitted to the COUNTY by CONTRACTOR for the Services performed shall be on the Contractor's letterhead.

4. REPORTS

CONTRACTOR shall prepare and submit quarterly reports of its activities, funded under this Contract, to the originating department and the Contract Administration Department of the COUNTY. The reports shall include an itemization of the use of County's funds, inclusive of specific Services delivered. Any such reports provided to the COUNTY shall be prepared with the understanding that the COUNTY may make such reports available to the public. The quarterly reports and all books of account and financial records that are specific to the work performed in accordance with this Contract may be subject to audit by the Director of the Division of Administration and Finance of the COUNTY. The COUNTY shall have the right to withhold future disbursement of funds under this Contract and any future Contracts until this provision has been met.

5. TERMINATION OR ABANDONMENT

a. It shall be cause for the immediate termination of this Contract if, after its execution, the COUNTY determines that:

i) Either the CONTRACTOR or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead nolo contendere, or has plead or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting; or

ii) CONTRACTOR has subcontracted, assigned, delegated, transferred its rights, obligations or interests under this Contract without the County's consent or approval; or

iii) CONTRACTOR has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer has been appointed to take charge of all or part of CONTRACTOR assets.

b. The COUNTY may terminate the Contract upon five (5) days written notice by the COUNTY or its authorized agent to the CONTRACTOR for Contractor's failure to provide the Services specified under this Contract.

c. This Contract may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination (the "Termination Date"). In the event of such termination, the CONTRACTOR shall be paid for all Services rendered prior to the Termination Date, provided the CONTRACTOR shall have delivered to COUNTY such statements, accounts, reports and other materials as required under this Contract; however, CONTRACTOR shall not be compensated for any anticipatory profits that have not been earned as of the date of the Termination Date. All Services completed by CONTRACTOR prior to the Termination Date shall be documented and tangible work documents shall be transferred to and become the sole property of the COUNTY prior to payment for the Services rendered.

d. Notwithstanding the above or any section herein to the contrary, CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Contract by CONTRACTOR and the COUNTY may withhold any payments to CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due the COUNTY from CONTRACTOR is determined.

6. <u>COMPENSATION FOR CORRECTIONS</u>

No compensation shall be due or payable to CONTRACTOR pursuant to this Contract for any Contractor's Services performed by the CONTRACTOR in connection with effecting of corrections to the design of the Services, when such corrections are required as a direct result of negligence by the CONTRACTOR to properly fulfill any of his obligations as set forth in this Contract.

7. SUBCONTRACTING, ASSIGNMENT OR TRANSFER

a. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the CONTRACTOR from performance of the Services under this Contract. The COUNTY shall not be responsible for the fulfillment of the Contractor's obligations to its transferors or subcontractors.

b. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the subcontract, assignment, delegation or transfer.

8. CONFLICT OF INTEREST

The CONTRACTOR covenants that it has no public or private interest, and will not acquire directly or indirectly any interest, which would conflict in any manner with the performance of the Services. The CONTRACTOR warrants that no part of the total Contract Fee shall be paid directly or indirectly to any officer or employee of the COUNTY as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the CONTRACTOR in connection with any work contemplated or performed relative to this Contract.

9. CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the COUNTY will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

10. EMPLOYMENT OF COUNTY WORKERS

The CONTRACTOR will not engage, on a full, part-time, or any

other basis during the Term of the Contract, any professional or technical personnel who are or have been at any time during the Term of the Contract in the employ of the COUNTY.

11. ACCESS TO RECORDS

During all phases of the work and Services to be provided hereunder, CONTRACTOR agrees to permit duly authorized agents and employees of the COUNTY to enter Contractor's offices for the purpose of inspections, reviews, and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The CONTRACTOR will maintain all books, documents, papers, accounting records, and other evidence pertaining to the Fee paid under this Contract and make such materials available at their offices at all reasonable times during the Term of this Contract and for three (3) years from the date of payment under this Contract for inspection by the COUNTY or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof. Copies of said records shall be furnished to the COUNTY upon request.

12. ARBITRATION

Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the CONTRACTOR and the COUNTY will be referred to the Shelby County Contract Administrator or its duly authorized representative, whose decision regarding same will be final.

13. RESPONSIBILITIES FOR CLAIMS AND LIABILITIES

a. CONTRACTOR shall indemnify, defend, save and hold harmless the COUNTY, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liability, losses or damages—including but not limited to Title VII and 42 USC 1983 prohibited acts—arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this Contract or in the performance of the Services hereunder, whether performed by the CONTRACTOR its subcontractors, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.

b. CONTRACTOR expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, defend, save and hold harmless the COUNTY or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.

c. The COUNTY has no obligation to provide legal counsel or defense to CONTRACTOR or its subcontractors in the event that a suit, claim or action of any character is brought by any person not a party to this agreement against CONTRACTOR as a result of or relating to performance of the Services under this Contract.

d. Except as expressly provided herein, the COUNTY has no obligation for the payment of any judgment or the settlement of any claims against CONTRACTOR as a result of or relating to performance of the Services under this Contract.

e. CONTRACTOR shall immediately notify the COUNTY of any claim or suit made or filed against CONTRACTOR or its subcontractors regarding any matter resulting from or relating to Contractor's performance of the Services under this Contract and will cooperate, assist and consult with the COUNTY in the defense or investigation thereof.

14. GENERAL COMPLIANCE WITH LAWS

a. The CONTRACTOR certifies that it is qualified or will take steps necessary to qualify to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of the Services under this Contract.

b. The CONTRACTOR is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the performance of the Services. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA)

requirements, and the Americans with Disabilities Act (ADA).

c. This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this Contract, the CONTRACTOR agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this Contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

15. NON-DISCRIMINATION

The CONTRACTOR hereby agrees, warrants, and assures compliance with the provisions of Title VI and VII of the Civil Rights Act of 1964 and all other federal statutory laws which provide in whole or in part that no person shall be excluded from participation or be denied benefits of or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the CONTRACTOR on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee State Constitutional or statutory law. The CONTRACTOR shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

16. ENTIRE AGREEMENT

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, whether oral or written.

17. AMENDMENT

This Contract may be modified or amended only by written instrument signed by both parties.

18. SEVERABILITY

If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful,

invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a legal, valid and enforceable provision as similar in terms to such unlawful, invalid or unenforceable provision as possible.

19. NO WAIVER OF CONTRACTUAL RIGHT

No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.

20. MATTER TO BE DISREGARDED

This title of the several sections, subsections, and paragraphs set forth in this Contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Contract.

21. SUBJECT TO FUNDING

This Contract is subject to annual appropriations of funds by the Shelby County Government. In the event sufficient funds for this Contract are not appropriated by Shelby County Government for any of its fiscal period during the Term hereof, then this Contract will be terminated. In the event of such termination, the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the Termination Date.

22. TRAVEL EXPENSES (If Applicable)

All travel expenses payable under this Contract shall be in accordance with the County Travel Policy and Procedures. This includes advance written travel authorization, submission of travel claims, documentation requirements, and reimbursement rates. No travel advances will be made by the County.

23. PERFORMANCE AND LABOR AND MATERIALS BONDS

CONTRACTOR will provide COUNTY within ten (10) days from inception date of this Contract a Performance and Labor and Materials Bond each in the amount of 100% of the Contract price for each year that this contract is in effect. Said Bonds may be pro-rated for the initial year in the event that this period of time is less than a full twelve (12) month period.

24. NON-LIABILITY FOR CONTRACTOR EMPLOYEE TAXES

Neither CONTRACTOR nor its personnel are County's employees, and COUNTY shall not take any action or provide Contractor's personnel with any benefits and shall have no liability for the following:

a. Withholding FICA (Social Security) from Contractor's payments;

b. Making state or federal unemployment insurance contributions on behalf of CONTRACTOR or its personnel;

c. Withholding state and federal income tax from payment to CONTRACTOR;

d. Making disability insurance contributions on behalf of CONTRACTOR;

e. Obtaining workers' compensation insurance on behalf of CONTRACTOR or Contractor's personnel.

25. INCORPORATION OF OTHER DOCUMENTS

a. CONTRACTOR shall provide Services pursuant to this Contract in accordance with the terms and conditions set forth within the Shelby County Request for Proposals/Bids as well as the Response of CONTRACTOR thereto, all of which are maintained on file within the Shelby County Purchasing Department and incorporated herein by reference.

b. It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Proposals/Bids or the Response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.

26. CONTRACTING WITH LOCALLY OWNED SMALL BUSINESSES

The CONTRACTOR shall take affirmative action to assure that Locally Owned Small Businesses that have been certified by the COUNTY are utilized when possible as sources of supplies and equipment, construction and services.

27. RIGHT TO REQUEST REMOVAL OF Contractor’s EMPLOYEES

The COUNTY may interview the personnel CONTRACTOR assigns to County’s work. COUNTY shall have the right, at any time, to request removal of any employee(s) of CONTRACTOR, whom COUNTY deems to be unsatisfactory for any reason. Upon such request, CONTRACTOR shall use all reasonable efforts to promptly replace such employee(s) with substitute employee(s) having appropriate skills and training.

28. INCORPORATION OF WHEREAS CLAUSES

The foregoing whereas clauses are herby incorporated into this Contract and made a part hereof.

29. DISCLOSURE OF REPORTS, DATA OR OTHER INFORMATION

Notwithstanding anything to the contrary contained herein or within any other document supplied to COUNTY by CONTRACTOR, CONTRACTOR understands and acknowledges that COUNTY is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to COUNTY by CONTRACTOR due to Services performed pursuant to this Contract is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.

30. ORGANIZATION STATUS AND AUTHORITY

a. CONTRACTOR represents and warrants that it is a corporation, limited liability company, partnership, or

other entity duly organized, validly existing and in good standing under the laws of the state of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.

b. The execution, delivery and performance of this Contract by the CONTRACTOR has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of CONTRACTOR, any provision of any indenture, agreement or other instrument to which CONTRACTOR is a party, or by which Contractor's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien , charge or encumbrance of any nature whatsoever upon any of the properties or assets.

31. INSURANCE REQUIREMENTS

a. The CONTRACTOR shall purchase and maintain, in a company or companies licensed to do business in the State of Tennessee, such insurance as will protect the County from claims which may arise out of or result from the Contractor's operations under the Contract, whether such operations are performed by himself or by any subcontractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts the CONTRACTOR or subcontractor may be liable.

b. The insurance required shall be written for not less than any limits of liability specified or required by law, whichever is greater. Shelby County Government, its elected officials, appointees and employees will be named as additional insured. All policies will provide for thirty (30) days written notice to COUNTY of cancellation or material change in coverage provided. The Contractor shall immediately notify Shelby county Government, Contract Administration, 160 N. Main Street, Suite 550, Memphis, Tennessee of cancellation or changes in any of the insurance coverage required. The CONTRACTOR will maintain throughout the life of this Contract insurance, through insurers rated A- or better by A.M. Best, in the following minimum requirements:

i) Commercial General Liability Insurance- $1,000,000.00 limit per occurrence for bodily injury and property damage/$1,000,000.00 personal and advertising injury/$2,000,000.00 General Aggregate/$2,000,000.00 Products-Completed Operations Aggregate. Shelby County Government, its elected officials, appointees, employees, volunteers, and members of boards, agencies, and commissions will be listed as additional insured regarding operations under this program. The insurance shall include coverage for the following:

a) Premises/Operations
b) Products/Completed Operations
c) Personal Injury
d) XCU coverage, where applicable
e) Contractual Liability
f) Independent Contractors
g) Broad Form Property Damage
h) When contract is awarded, the Contractor will be required to provide the County with a copy of the additional insured endorsement.

ii) Business Automobile Liability Insurance - $1,000,000.00 each accident for bodily injury and property damage. Coverage is to be provided on all:

a) Owned/Leased Autos
b) Non-owned Autos
c) Hired Autos

iii) Workers Compensation and Employer’s liability Insurance – All owners, sole proprietors, partners, and officers will elect to be covered by workers compensation coverage, regardless of requirement by Tennessee state status. Policy is to be specifically endorsed to include these individuals for coverage. Coverage is to include:

a. Employers Liability Coverage for $1,000,000 per accident;
b. Employers Liability Disease each employee $1,000,000; and
c. Employers Liability Disease Policy Limit $1,000,000

Note: The Contractor's workers compensation policy will include the following endorsement: WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT: (form WC 00 03 13) A completed copy of this form will be included in documents provided to Shelby County Government by Provider's insurance company.

iv) Builders Risk Insurance or Installation Floater (as applicable) for project. – All risk coverage in the amount of replacement cost of the structure/equipment, which is to be built or installed.

c. CONTRACTOR shall provide County with a current copy of the Certificate of Insurance at the time of contracting and shall maintain said insurance during the entire Contract period as well as provide renewal copies on each anniversary date. The certificate holder is to read:

Shelby County Government
Purchasing Department
160 N. Main, Suite 550
Memphis, TN 38103

d. Self insured retentions or deductibles of $25,000 or over per loss or claims must be reviewed and agreed to by Shelby County Government prior to commencement of work under this program.

All policies will provide for 30 day written notice to Shelby County of cancellation of coverage provided. Ten (10) days notice applicable to non-payment of premium. If insurer is not required by the policy terms and conditions to provide written notice of cancellation to Shelby County, the Contractor//Contractor will provide immediate notice to Shelby County.

32. NOTICE

Any notices required or permitted to be given under the provisions of this Contract shall be effective only if in writing and delivered either in person to the County's authorized agent or by First Class or U.S. Mail to the addresses set forth in the Contract, or to such other person or address as either party may designate in writing and

deliver as herein provided.

33. HIPAA (If applicable)

CONTRACTOR warrants to the COUNTY and State that it is familiar with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this Contract. CONTRACTOR warrants that it will cooperate with the COUNTY and State in the course of performance of the Contract so that all parties will be in compliance with HIPAA, including cooperation and coordination with COUNTY and State privacy officials and other compliance officers required by HIPAA and its regulations. CONTRACTOR will sign any documents that are reasonably necessary to keep the State and the COUNTY in compliance with HIPAA, including, but not limited to, business associate agreements.

It is agreed that the following documents are made a part of and incorporated fully into this construction Contract:

1. Performance Bond
2. Labor and Material Bond
3. Insurance Certificate
4. Bid Specifications (SB #_____, _____)
5. Contractor's Bid/Proposal (Exhibit "A")
6. General Conditions to Contract (Exhibit "B")
7. List of subcontractors who will be performing work on project with attached required information per Exhibit "C"

NOTE: THE ABOVE DOCUMENTS MUST BE ATTACHED BEFORE EXECUTION OF THIS AGREEMENT BY SHELBY COUNTY.

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A311

Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that **(Here insert full name and address or legal Idle of Contractor)**

as Principal, hereinafter called Contractor, and, **(Here insert lull name and address or legal title of Surety)**

as Surety, hereinafter called Surety, are held and firmly bound unto

(Here insert lull name and address or legal title of Owner)

as Obligee, hereinafter called Owner, in the amount of

Dollars ($),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated 20 entered into a contract with Owner for

(Here insert full name, address and description of project)

in accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

PERFORMANCE BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, 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 Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this day of 20

_____

____

_____

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A311

Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that **(Here insert full name and address or legal title or contractor)**

as Principal, hereinafter called Principal, and, **(Here insert full name and address or legal title of Surety)**

as Surety, hereinafter called Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the

amount of

(Here insert a sum equal to at least one-half of the contract price)

Dollars ($

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated 20 entered into a contract with Owner for
(Here insert full name, address and description of project)

in accordance with Drawings and Specifications prepared by

re insert full name and address **or legal title of Architect)**

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

LABOR AND MATERIAL PAYMENT BOND

NOW. THEREFORE. THE CONDITION OF THIS OBLIGATION jS such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. 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, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimants work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial

Signed and sealed this

-- *(Wi(nc~s)*
(VVilnss)

day of

accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

20

(Principal)

(TiIlt)

(Surt'ty) **(Seal)**

SHELBY COUNTY GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

Rev. 5/24/99

constcnd.doc

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

ARTICLE I
CONTRACT DOCUMENTS

1.1 Definitions

1.1.1 The Contract Documents

The Contract Documents consist of the Owner-Contractor Agreement, the conditions of the Contract (General, Supplementary and other conditions), the Drawings, the Specifications, and all Addenda issued prior to and all 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 written interpretation issued by the Engineer pursuant to Subparagraph 2.2.8, or (4) a written order for a minor change in the Work issued by the Engineer pursuant to Paragraph 12.3. The Contract Documents include Bidding Documents such as the Advertisement or Invitation to Bid, the Instructions to Bidders, sample forms, the Contractor Bid, or portions of Addenda relating to any of these, and other documents specifically enumerated in the Owner-Contractor Agreement.

1.1.2 The Contract

The Contract Documents form the Contract for Construction. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification as defined in Subparagraph 1.1.1. The Contract Documents shall not be construed to create any contractual relationship of any kind between the Engineer and the Contractor, but the Engineer shall be entitled to performance of obligations intended for his benefit, and to enforcement thereof. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner or the Engineer or any Subcontractor or sub-subcontractor.

1.1.3 The Work

The Work comprises the completed construction required by the contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

Initial _____

1.1.4 The Project

The Project is the total construction of which the Work performed under these Contract Documents may be the whole or a part.

1.2 Execution Correlation and Intent

1.2.1 The Contract Documents shall be signed in not less than four originals by the Owner and Contractor. If either Owner or Contractor or both do not sign the Conditions of the Contract, Drawings, Specifications, or any of the other Contract Documents, the Engineer shall identify such Documents.

1.2.2 By executing the Contract, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.

1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not specifically set forth in the Contract Documents will not be required unless it is consistent with work that is specifically set forth in the Contract Documents or is reasonably inferable from the Contract Documents as being necessary to produce the intended results. Words and abbreviations, which have well-known technical or trade meanings, are used in the Contract Documents in accordance with such recognized meanings.

1.2.4 The organization of the Specifications into divisions, sections, and articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Sub-contractors or in establishing the extent of Work to be performed by any trade.

1.3 Ownership and Use of Documents

1.3.1 All Drawings, Specifications, and copies thereof furnished by the Engineer are the property of the Owner. They are to be used only with respect to this Project and are not to be used on any other project. With the exception of one contract set for each party to the Contract, such documents are to be returned or suitably accounted for to the Engineer on request at the completion of the Work. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project

is not to be construed as publication in derogation of the Engineer common law copyright or other reserved rights. The Engineer will furnish, free of charge, to the Contractor sufficient sets of Contract Documents to execute the Work not to exceed Five (5). The Contractor may purchase additional sets by paying reproduction costs.

Initial _____

ARTICLE II
ENGINEER

2.1 Definition

2.1.1 The Engineer is the person lawfully licensed to practice Engineering, or any entity lawfully practicing Engineering identified as such in the Owner-Contractor Agreement, and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Engineer means the Engineer or his authorized representative.

2.2 Administration of the Contract

2.2.1 The Engineer will provide administration of the Contract as hereinafter described.

2.2.2 The Engineer will be the Owner representative during construction and until final payment is due. The Engineer will advise and consult with the Owner. The Owner instructions to the Contract shall be forwarded through the Engineer. The Engineer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument signed by the Owner.

2.2.3 The Engineer will visit the site at intervals appropriate to the stage of construction to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of his on-site observations as an Engineer, he will keep the Owner informed of the progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor.

2.2.4 The Engineer will not be responsible for and will not have control or charge of construction means, methods, techniques or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Engineer will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other

persons performing any of the Work.

Initial _____

2.2.5 The Engineer shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so the Engineer may perform his functions under the contract documents.

2.2.6 Based on the Engineers observations and an evaluation of the Contractor Applications for Payment, the Engineer will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts as provided in Paragraph 9.4.

2.2.7 The Engineer will render interpretations necessary for the proper execution or progress of the Work, with reasonable promptness and in accordance with any time limit agreed upon so as to cause no delay the Project. Either party to the Contract may make written request to the Engineer for such interpretations.

2.2.8 All interpretations and decisions of the Engineer shall be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings.

2.2.9 The Engineers decision in matters relating to artistic effect will be final if consistent with the intent of the Contract Documents. The Engineer shall rule on all claims and disputes that relate to the interpretation of the Contract Documents.

2.2.10 The Engineer will have authority to reject Work, which does not conform to the Contract Documents. Whenever, in his opinion, he considers it necessary or advisable for the implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of the Work in accordance with Subparagraph 7.7.2 whether or not such Work is then fabricated, installed or completed. In the event the Engineer determines that any Work deleted by the Contractor should have been performed by the Contractor under the Contract Documents, he shall issue a final determination that the Contractor shall proceed with the Work as directed by the Engineer, and the Contractor shall proceed with the Work even if he is in disagreement with the decision of the Engineer.

2.2.11 The Engineer will review and approve or take other appropriate action under Contractor submittals such as Shop Drawings, Product Data, and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Engineers approval of a specific item shall not indicate approval of an assembly of which

the item is a component.

Initial _____

2.2.12 The Engineer will prepare Change Orders in accordance with Article 12 and will have the authority to order minor changes in the Work as provided in Subparagraph 12.3.

2.2.13 The Engineer will conduct inspections to determine the dates of Substantial Completion and completion will receive and forward to the Owner for the Owner review written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a Final Certificate for Payment upon compliance with the requirements of Paragraph 9.8.

ARTICLE III
OWNER

3.1 Definition

3.1.1 The Owner is the person or entity identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Owner means the Owner, or his authorized representative.

3.2 Information and Services Required of the Owner

3.2.1 The Owner or Engineer shall furnish all surveys describing the physical characteristics, legal limitations, and utility locations for the site of the Project, and a legal description of the site.

3.2.2 Except as provided in Subparagraph 4.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

3.2.3 Information or services under the Owner control shall be furnished by the Owner with reasonable promptness to avoid delay in the orderly progress of the Work.

3.2.4 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, all copies of Drawings and Specifications reasonably necessary for the execution of the Work.

3.2.5 The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein and especially those in respect to Work by Owner or by Separate Contractors, Payments and Completion and Insurance in Article 6, 9 and 11, respectively.

Initial _____

3.3 Owner Right to Stop the Work

3.3.1 If the Contractor fails to correct defective Work as required by Paragraph 13.2 or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity. Any such order to the Contractor shall be in writing.

3.4 Owner Right to Carry Out the Work

3.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within two (2) days 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 any other remedy it may have, make good and correct such deficiencies with its own forces or with the forces of another contractor. In such case, an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Engineer additional services made necessary by such default, neglect, or failure. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

3.4.2 The Owner shall have access to the Project at all times.

ARTICLE IV
CONTRACTOR

4.1 Definition

4.1.1 The Contractor is the person or entity identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative.

4.2 Review of Contract Documents

4.2.1 The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Engineer any error, inconsistency or omission he may discover.

Initial _____

4.3 Supervision and Construction Procedures

4.3.1 The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract.

4.3.2 The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor.

4.3.3 The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents by either the activities or duties of the Engineer in his administration of the Contract, or by inspection, tests, or approvals required or performed under Paragraph 7.7 by persons other than the Contractor.

4.4 Labor and Materials

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

4.4.2 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.

4.4.3 When a material, equipment, or system is specified or approved in an addendum, by the name of one or more manufacturers, such material, equipment, or system shall form the basis of the contract. If Contractor desires to use another material, equipment, or system in lieu thereof, he shall request approval in writing and shall submit samples and data as required for the Engineer consideration. The Engineer and Owner will be the final judge for the acceptance or the substitution. No Substitution shall be made without authority in writing from the Engineer.

4.4.4 By making requests for substitutions based on Subparagraph 4.4.3 above, the Contractor:

Initial _____

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

.2 represents that he will provide the same warranty for the substitute that is required by the Contract Documents for that specified.

.3 certifies that the cost data presented is complete and includes all related costs and excludes the Engineer redesign costs, and waives all claims for additional costs related to the substitution which subsequently became apparent; and

.4 will coordinate the installation of the accepted substitute, making such changes at no additional cost to Owner as may be required for the Work to be complete in all respects.

4.4.5 The General Contractor shall disclose the existence and extent of financial interests, whether direct or indirect, he has in subcontractors and material suppliers, which he may propose for this Project.

4.5 **Warranty**

4.5.1 The Contractor warrants to the Owner and the Engineer that all materials and equipment furnished under this Contract will be new unless otherwise specified, and all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and requirements including substitutions not properly approved and authorized, may be considered defective. If required by the Engineer, the Contractor shall furnish satisfactory evidence. This warranty is not limited by the provisions of Paragraph 13.2.

4.6 **Taxes**

4.6.1 The Contractor shall pay all sales, consumer, use and other similar taxes for the Work or portions thereof provided by the Contractor, which are legally enacted at the time bids, are received, whether or not yet effective.

Initial _____

4.7 **Permits, Fees, and Notices**

4.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and for all other permits and governmental fees, licenses and inspections necessary for the proper execution of the Contract.

4.7.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work.

4.7.3 If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Engineer, he shall assume full responsibility therefore and shall bear all costs attributable thereto.

4.8 Allowances and Owner Furnished Equipment, Fixtures or Labor

4.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by these allowances shall be supplied for such amounts and by such persons as the Owner may direct, but the Contractor will not be required to employ persons against whom he makes a reasonable objection.

4.8.2 Unless otherwise provided in the Contract Documents:

.1 these allowances shall cover the cost to the Contractor, less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and applicable taxes;

.2 the Contractor costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Sum and not in the allowance;

.3 whenever the cost is more than or less than the allowance, the Contract Sum shall be adjusted accordingly by Change Order, the amount of which will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses.

Initial _____

4.8.3 The Owner may directly furnish any or all of the equipment, fixtures, or labor required for the Project. In the event the Owner elects to do so, the Contract Price for such

equipment, fixtures, or labor will be reduced by the amount for equipment of labor being furnished by Owner. A Change Order reducing the Contract Price for that item of work shall be executed by Owner and Contractor to reflect a reduction in the Contract Price for that item, equipment, fixtures or work that the Owner is to furnish. The Contractor shall assume responsibility for and be fully responsible for the care, custody, and control of all Owner furnished equipment and/or fixtures once said equipment or fixtures arrive on the job site or in any approved off site storage facility.

4.9 Superintendent

4.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor and shall be confirmed in writing.

4.10 Documents and Samples at the Site

4.10.1 The Contractor shall maintain at the site for the Owner, one record copy of all Drawings, Specifications, Addenda, Change Orders, and other Modifications, in good order and marked currently to record all changes made during construction and approved Shop Drawings, Product Data and Samples. These shall be available to the Engineer and shall be delivered to him for the Owner upon completion of the Work.

4.11 Shop Drawings, Product Data, and Samples

4.11.1 Shop Drawings are drawings, diagrams, schedules, and other data specifically prepared for the Work by the Contractor or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

4.11.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate a material, product, or system for some portion of the Work.

Initial _____

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

4.11.4 The Contractor shall review, approve and submit, with reasonable promptness and in such sequence as to cause no delay in

the Work or in the work of the Owner or any separate contractor, all Shop Drawings, Product Data and Samples required by the Contract Documents.

4.11.5 By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and the Contract Documents.

4.11.6 The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Engineers approval of Shop Drawings, Product Data or Samples under Subparagraph 2.2.11, unless the Contractor has specifically informed the Engineer in writing of such deviation at the time of submission and the Engineer has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data, or Samples by the Engineer approval thereof.

4.11.7 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, or Samples, to revisions other than those requested by the Engineer on previous submittals.

4.11.8 No portion of the Work requiring submission of a Shop Drawing, Product Data, or Sample shall be commenced until the submittal has been approved by the Engineer as provided in Subparagraph 2.2.11. All such portions of the Work shall be in accordance with approved submittals.

4.12 <u>Use of Site</u>

4.12.1 The Contractor shall confine operations at the site to areas permitted by law, ordinance, permits and the Contract Documents and shall not unreasonably encumber the site with any materials or equipment.

4.13 <u>Cutting and Patching of Work</u>

4.13.1 The Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the Work or to make its several parts fit together properly.

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4.13.2 The Contractor shall not damage or endanger any portion of the Work or the work of the Owner or any separate contractors by cutting, patching or otherwise altering any work, or by excavation. The Contractor shall not cut or otherwise alter the work of the

Owner or any separate contractor except with the written consent of the Owner. The Contractor shall not unreasonably withhold from the Owner his consent to cutting or otherwise altering the Work.

4.14 Cleaning Up

4.14.1 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work, he shall remove all his waste materials and rubbish from and about the project as well as all his tools, construction equipment, machinery and surplus materials.

4.14.2 If the Contractor fails to clean up at the completion of the Work, the Owner may do so as provided in Paragraph 3.4 and the cost thereof will be charged to the Contractor.

4.15 Royalties, Patents, and Records

4.15.1 The Contractor shall pay all royalties and license fees. He shall defend all suits and claims for infringement of any patent rights and shall save Owner and Engineer harmless from loss on account thereof.

4.15.2 The Contractor shall not discriminate against any subcontractor, employee, or applicant for employment on the grounds of race, color, national origin, or sex.

4.15.3 The Contractor and all subcontractors under the general contract shall maintain copies of every sub-payroll period for the life of the construction contract and for a period of three (3) years after final release and payment is made by the Owner to the Contractor.

4.15.4 Each Contractor request for payment, including final payment and each partial payment, if permitted by the contract, shall contain a certification by the Contractor that performance by the Contractor and his subcontractor for the period of work covered by the payment request has been in accordance with the contract clauses and requirements with respect to nondiscrimination.

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4.15.5 Representatives of Shelby County, as designated by the Mayor, shall have the right to inspect the Contractor facilities and payroll records during the term of the construction contract and for a period of three (3) years after final release and final payment by the Owner for the purposes of verifying nondiscrimination in employment.

4.15.6 The Contractor shall incorporate the same requirements set forth in Subparagraph 5.3.1 in all Subcontracts awarded by him with the further requirement that each Subcontract include identical requirements to be included in any lower tier Subcontracts together with the requirement to include it in any further subcontracts that might be made.

4.16 Indemnification

4.16.1 (a) By executing this Agreement, the Contractor assumes the entire responsibility and liability for any and all claims, damage or injury of any kind or nature (including death) to all persons, whether employees of the Contractor or otherwise, and to all property (including but not limited to the replacement cost and lose of use of property), caused by, resulting from, arising out of, or occurring in connection with the performance of the Work by the Contractor, its agents, servants, employees, or subcontractors or anyone directly or indirectly employed by any of them for whose acts any of them may be liable.

(b) If any claim is made against the Owner for any damage, injury, death, or loss, whether such claim is based upon the Contractorσ or its agents=, servants=, employees=, or subcontractors= alleged active or passive negligence or participation in the wrong, or upon any alleged active or passive negligence or participation in the wrong, or upon any alleged breach of any statutory duty or obligation on the part of the Contractor, its agents, servants, employees or subcontractors, or in any other instance for which the Contractor has assumed responsibility in this Agreement, the Contractor shall indemnify, defend, and hold harmless the Owner, its officers, directors, agents, servants and employees from and against any and all loss, expense, judgment, damage or injury (including attorneyσ fees and expenses) that the Owner or its officers, directors, agents, servants or employees may sustain as the result of any such claim. The Contractor shall assume on behalf of the Owner, its officers, directors, agents, servants and employees the defense of any action at law or in equity which may be brought against any of them upon any such claim, and shall pay on behalf of them the amount of any judgment with any costs or expenses incurred by any of them in connection with such claim.

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4.16.2 Labor Indemnity

4.16.2.1 The Contractor shall indemnify, defend and hold harmless the Owner from any and all administrative and judicial actions (including reasonable attorneyσ fees related to any such action) incurred by the Owner in connection with any labor related activity arising from the performance of the Work of the Contractor. As used

in this Agreement, Alabor related activity≅ includes, but is not limited to strikes, walkouts, informational or organizational picketing, use of placards, distribution of handouts, leaflets or in the vicinity of any facility where the Owner conducts business. The Owner shall advise the contractor if any labor related activity occurs and the Contractor shall arrange for the legal representation necessary to protect the Owner, provided such representation is previously approved by the Owner.

4.16.3 Attorney Fees

4.16.3.1 In the event it becomes necessary for Owner to employ an attorney to enforce any provision of this Agreement, then the Contractor shall be liable for all attorneyσ fees and litigation expense of Owner.

4.17 Progress Schedule

4.17.1 The Contractor shall, within five (5) days from receipt of the Notice to Proceed, prepare and submit for the Owner and Engineer an estimated project schedule for the Work. The Progress Schedule shall be updated each month to reflect actual progress made and to forecast future progress of the Work. The Progress Schedule shall be related to the entire Project as provided by the contract Documents and shall provide for expeditious and practicable execution of the Work. The Owner reserves the right to reasonably reschedule the Work or the sequence of activities of the contractor for no additional compensation should it deem rescheduling to be in its best interest.

ARTICLE V
SUBCONTRACTORS

5.1 Definition

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

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

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

5.2.1 Unless otherwise required by the Contract Documents or Bidding Documents, the Contractor, as soon as practicable after the award of the Contract, shall furnish to the Owner and the Engineer in writing the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work. The Engineer will promptly reply to the Contractor in writing stating whether or not the Owner or the Engineer, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Engineer to reply promptly shall constitute notice of no reasonable objection. No work shall be commenced until approval of all such Subcontractors has been given in writing by the Owner. If required, the Contractor shall furnish evidence satisfactory to the Owner, showing each proposed Subcontractor is competent to execute the Work covered by the Subcontract.

5.2.2 The Contractor shall not contract with any such proposed person or entity to whom the Owner or the Engineer has made reasonable objection under the provisions of Subparagraph 5.2.1. The Contractor shall not be required to contract with anyone to whom he has a reasonable objection.

5.2.3 If the Owner or the Engineer has reasonable objection to any such proposed person or entity, the Contractor shall submit a substitute to whom the Owner or the Engineer has no reasonable objection. Such substitution shall in no way affect the Contract Sum.

5.2.4 The Contractor shall make no substitution for any Subcontractor, person, or entity previously selected if the Owner or Engineer makes reasonable objection to such substitution.

5.2.5 The Contractor shall submit a status report with regard to Subcontractors identified on Exhibit C, which forms a part of the Contract Documents, as to any change in the subcontractors identified thereon and the reasons for same, the dollars paid to the prior subcontractor and the amount of the new subcontract.

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THIS REPORT SHALL BE SUBMITTED TO CONTRACTS ADMINISTRATION OF SHELBY COUNTY GOVERNMENT, 160 N. Main St., Suite 1109, Memphis, Tennessee, 38103.

5.3 Subcontractual Relations

5.3.1 By an appropriate agreement, the Contractor shall require

each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner and the Engineer. Said agreement shall preserve and protect the rights of the Owner and the Engineer under the Contract Documents with respect to the Work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the Contractor-Subcontractor agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with his Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound by the Paragraph 5.3, and identify to the Subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents. Each Subcontractor shall similarly make copies of such Documents available to any Sub-subcontractors.

ARTICLE VI
WORK BY OWNER OR BY SEPARATE CONTRACTORS

6.1 Owner Right to Perform Work and to Award Separate Contracts

6.1.1 The Owner reserves the right to perform work related to the Project with his own forces, and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar Conditions of the Contract.

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

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6.2 Mutual Responsibility

6.2.1 The Contractor shall afford the Owner and separate contractor's reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall connect and coordinate his Work with theirs as required by the Contract Documents.

6.2.2 If any part of the Contractorσ Work depends on proper

execution or results in the work of the Owner or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Engineer any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acceptance of the Ownerσ or separate contractorσ work as fit and proper to receive his Work.

6.2.3 Should the Contractor wrongfully cause damage to the work or property of the Owner or to other work on the site, the Contractor shall promptly remedy such damage as provided in Subparagraph 10.2.5.

6.2.4 Should the Contractor wrongfully cause damage to the work or property of any separate contractor, the Contractor shall upon due notice promptly attempt to settle with such other contractor by agreement, or otherwise to resolve the dispute. If such separate contractor sues the Owner on account of any damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor who shall defend such proceedings, and if any judgment or award against Owner arises there from, the Contractor shall pay or satisfy it and shall reimburse the Owner for all Attorneyσ fees and Court costs which the Owner has incurred.

6.3 <u>Owner Right to Clean Up</u>

6.3.1 If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up as required by Paragraph 4.14, the Owner may clean up and charge the cost thereof to the contractors responsible therefore as the Owner shall determine to be just.

ARTICLE VII
MISCELLANEOUS PROVISIONS

7.1 <u>GENERAL COMPLIANCE WITH LAWS</u>

7.1.1 If required, the Contractor certifies that it is

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qualified or will take steps necessary to qualify to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Agreement.

7.1.2 The Contractor is assumed to be familiar with and agrees that at all times it will observe and comply with all federal,

state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety, and Health Administration (OSHA) requirements, and the Americans with Disabilities Act (ADA).

7.1.3 This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this contract the Contractor agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

7.2 Successors and Assigns

7.2.1 This Agreement (including without limitation, all obligations imposed by the Contract Documents) shall be binding upon and shall inure to the benefit of the parties= successors, assigns, and legal representative. The Contract shall not be assigned or sublet in whole or in part by the Contractor without the written consent of the Owner, nor shall the Contractor assign any monies due or to become due to him hereunder, without the previous written consent of the Owner.

7.3 Written Notice

7.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm, entity or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to him who gives the notice.

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7.4 Claims for Damages

7.4.1 Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the other party, or of any of his employees, agents or others for whose acts he is legally liable, claim shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

7.5 Performance Bond and Labor and Material Payment Bond

7.5.1 The Contractor shall furnish and keep in force throughout the performance of the Work a separate performance bond and separate labor and material payment bond, each in the amount of the total of the Contract (as the same may be modified from time to time) conditioned upon the faithful performance of the Work by the Contractor and payment of all obligations arising in connection with the Work by the Contractor. Said bonds shall also guarantee to the Owner that the Work shall be fee of all liens upon the property of the Owner. The bonds shall name the Owner as obligee and shall be with such Surety authorized to do business in the State of Tennessee and in such form and manner as approved by Owner. Said Bond shall be subject to final approval of the Shelby County Risk Management Department. Said bonds shall be furnished to the Owner prior to the commencement of the Work, or upon written request by Owner to Contractor after the Work has commenced.

7.6 Rights and Remedies

7.6.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

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

7.7 Tests

7.7.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested or approved, the Contractor shall give the Engineer timely notice of its readiness so the Engineer may observe such inspection, testing

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or approval. The Contractor shall bear all costs of such inspections, tests, or approvals conducted by public authorities. Unless otherwise provided, the Owner shall bear all costs of other inspections or tests.

7.7.2 If the Engineer determines that any Work requires special inspection, testing, or approval, which Subparagraph 7.7.1 does not include, he will, upon written authorization from the Owner, instruct the Contractor to order such special inspection, testing,

or approval, and the Contractor shall give notice as provided in Subparagraph 7.7.1. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents, the Contractor shall bear all costs thereof, including compensation for the Engineerσ additional services and/or correction of the defective Work made necessary by such a failure; otherwise, the Owner shall bear such costs, and an appropriate Change Order shall be issued.

7.7.3 Required certificates of inspection, testing, or approval shall be secured by the Contractor and promptly delivered by him to the Engineer.

7.7.4 If the Engineer is to observe the inspection, tests or approvals required by the Contract Documents, he will do so promptly where practicable, at the source of supply.

ARTICLE VIII
TIME

8.1 Definitions

8.1.1 Unless otherwise provided, the Contract time is the period of time allotted in the Contract Documents for Substantial Completion of the Work as defined in Subparagraph 8.1.3, including authorized adjustments thereto.

8.1.2 The date of commencement of the Work is the date established in a notice to proceed. If there is no notice to proceed, it shall be the date of the Owner-Contractor Agreement or such other date as may be established therein.

8.1.3 The date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Engineer when construction is sufficiently complete, in accordance with the contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended.

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

8.2 Progress and Completion

8.2.1 All time limits stated in the Contract Documents are of the essence of the Contract.

8.2.2 The Contractor shall begin the Work on the date of commencement as defined in Subparagraph 8.1.2. He shall carry the

work forward expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

8.3 Delays and Extensions of Time

8.3.1 The Contractor shall proceed with each and every part of this Agreement in a prompt and diligent manner. The Contractor, without additional compensation, shall perform the Work at such times, in such order and in such manner as the Owner may direct. The Contractor shall commence, continue, and complete its performance of the Project so as not to delay Owner or other separate contractors of the Owner or subcontractors= completion of the Work or any portions thereof, and so as to insure completion as directed by Owner. Any time specified for the completion of the Work, or portion thereof, is a material provision of this Agreement, and time is of the essence. The Contractor shall furnish sufficient forces to assure proper performance of its Work in strict compliance with all performance or progress schedules for the Project.

8.3.2 The Contractor shall, from time to time, on written demand of Owner, give adequate evidence to Owner to substantiate the planned performance and progress of the Work and the various parts thereof. The Contractor shall promptly increase its work force, accelerate its performance, work overtime, work Saturdays, Sundays and holidays, all without additional compensation, it in the opinion of the Owner, such work is necessary to maintain proper progress. The Contractor will fully cooperate and coordinate its work with any other separate contractors of Owner or subcontractors at the Project. The Contractor shall bear the costs of all damages done to other separate contractors of Owner or subcontractors and Shall be responsible for any damages caused by or resulting from acts or omissions of the Contractor in failing to make proper progress. The liability of the Contractor shall not be deemed waived by any assent or acquiescence by Owner to the Contractorσ late performance. Owner shall be entitled to terminate this Agreement due to late or threatened late performance, upon seven (7) days notice to proceed and Contractors failure to do so.

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8.3.3 In the event any subcontractor should damage the Contractor, the Contractor shall neither seek nor be entitled to any compensation from Owner, but will seek its damages directly from such subcontractor. Should the Contractorσ performance, in whole or part, be disrupted, interfered with or delayed, or be suspended in the commencement, prosecution or completion, for reasons beyond the Contractorσ control and without its fault or negligence, the Contractor shall be entitled to an extension of time in which to complete its Work; but only if it shall have notified the Owner, in writing, of the cause of delay within five

(5) days of the occurrence of the event. The Contractor and Owner agree that the Contractor shall not be entitled to any money damages regardless of fault as a result of any delay, acceleration, disruption, interference, suspension, or other event affecting the Contractor or the Contractorσ performance.

ARTICLE IX
PAYMENTS AND COMPLETION

9.1 Contract Sum

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

9.2 Schedule of Values

9.2.1 Before the first Application for Payment, the Contractor shall submit to the Engineer a schedule of values allocated to the various portions of the Work, prepared in such form, and supported by such data to substantiate its accuracy as the Engineer may require. This schedule, unless objected to by the Engineer, shall be used only as a basis for the Contractorσ Applications for Payment.

9.3 Applications for Payment

9.3.1 At least ten days before the date of each progress payment established in the Owner-Contractor Agreement, the Contractor shall submit to the Engineer an itemized Application for Payment, notarized if required, supported by such data substantiating the Contractorσ right to payment as the Owner or the Engineer may require, and reflecting retain age, if any, as provided elsewhere in the Contract Documents. The Contractor shall indicate on each Application for Payment the dollar amount and percentage due Subcontractors.

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Progress payments (monthly) will be made based upon Applications for Payment submitted to the Engineer by the Contractor and Certificates for Payment issued by the Engineer as follows:

On or before the 10th day of each month, 95% of the proportion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work, up to the first day of that month, less the aggregate of previous payments in each case. Payments will be less such retainage as the Engineer shall determine for all incomplete work and unsettled claims.

9.3.1.1 Until final payment, the Owner will pay 95% of the amount due the Contractor on account of progress payments. If the manner of completion of the Work and its progress are and remain satisfactory to the Owner, it may, in its sole discretion, for each Work category shown to be 50% or more complete in the Application for Payment, without reduction of previous retainage, on presentation by the Contractor with Consent of Surety for each application, certify any remaining progress payments for each Work category to be paid in full.

9.3.1.2 The full Contract retainage may be reinstated at any time in the sole discretion of the Owner.

9.3.2 Unless otherwise provided in the Contract Documents, payments will be made on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the site and, if approved in advance by the Owner, payments may similarly be made for materials or equipment suitably stored at some other location agreed upon in writing. Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Ownerσ title to such materials or equipment or otherwise protect the Ownerσ interest, including applicable insurance and transportation to the site for those materials and equipment stored off the site.

9.3.3 The Contractor warrants that title to all Work, materials and equipment covered by an Application for Payment will pass to the Owner either by incorporation in the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in the Article IX as Aliens≅; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any other persons performing Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

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9.3.4 The Contractor shall submit a report with each Application for Payment, which sets forth all subcontractors performing work during that reporting period, the dollar amount paid to the subcontractor, etc. on the form provided by Shelby County Government.

9.4 **<u>Certificate for Payment</u>**

9.4.1 The Engineer will, within seven (7) days after the

receipt of the Contractorσ Application for Payment, issue a Certificate for Payment to the Owner for such amount as the Engineer determines is properly due.

9.4.2 The issuance of a Certificate of Payment will constitute a representation by the Engineer to the Owner, based on his observations at the site as provided in Subparagraph 2.2.3 and the data comprising the Application for Payment, that the Work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and any specific qualifications stated in his Certificate); and that the Contractor is entitled to payment in the amount certified.

9.5 <u>Progress Payments</u>

9.5.1 The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractorσ Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractorσ Work. The Contractor shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payments to his Sub-subcontractors in similar manner.

9.6 <u>Payments Withheld</u>

9.6.1 The Engineer may decline to certify payments and may withhold his Certificate in whole or in part, to the extent necessary to protect the Owner, if in his opinion he is unable to make representations to the Owner as provided in Subparagraph 9.4.2. The Engineer may also decline to certify payment or,

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because of subsequently discovered evidence or subsequent observations, he may nullify the whole or any part of any Certificate for Payment previously issued, to such extent as may be necessary in his opinion to protect the Owner from loss because of:

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims;

.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 another contractor;

.6 reasonable evidence that the Work will not be completed within the Contract Time; or

.7 persistent failures to carry out the Work in accordance with the Contract Documents.

9.6.2 When the above grounds in Subparagraph 9.6.1 are removed, payment shall be made, without interest, for any amounts previously withheld.

9.7 **Substantial Completion**

9.7.1 When the Contractor considers that the Work, or a designated portion thereof which is acceptable to the Owner, is substantially complete as defined in Subparagraph 8.1.3, the Contractor shall prepare for submission to the Engineer a list of items to be completed or corrected. 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. When the Engineer on the basis of an inspection determines that the Work or designated portion thereof is substantially complete, he will then prepare a Certificate of substantial Completion which shall establish the Date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Warranties required by the Contract Documents shall

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commence on the Date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

9.7.2 Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the Engineer, the Owner shall make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof, as provided in the Contract Documents. Payment by the Owner upon application by the Contractor and certification by

the Engineer for Substantial Completion does not waive any claims the Owner may have against the Contractor.

9.8 Final Completion and Final Payment

9.8.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Engineer will promptly make such inspection and, when he finds the Work acceptable under the Contract Documents and the Contract fully performed, he will promptly issue a final Certificate for Payment stating that to the best of his knowledge, information and belief, and on the basis of his observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract documents and that the entire balance found to be due the Contractor, and noted in said final Certificate, is due and payable. The Engineerσ final Certificate for Payment will constitute a further representation that the conditions precedent to the Contractorσ being entitled to final payment as set forth in Subparagraph 9.7.2 have been fulfilled.

9.8.2 Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the Engineer (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied, (2) consent of surety to final payment and (3) if required by the Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims, encumbrances and/or alleged liens arising out of the Contract, to the extent and in such form as may be designated by the Owner. If any Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify him against such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneyσ fees.

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9.8.3 The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment.

ARTICLE X
PROTECTION OF PERSONS AND PROPERTY

10.1 Safety Precautions and Programs

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

10.2 **Safety of Persons and Property**

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

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

.2 all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors; and

.3 other property at the site or adjacent thereto, including 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 give all notices and comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the 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 progress of the Work, all 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 utilities. Pavements, sidewalks, alleys, adjacent buildings not included in this Contract, which may be damaged, shall be repaired and/or replaced immediately and in a manner satisfactory to the Engineer, Shelby County and/or other governing officials.

Initial _____

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

10.2.5 The Contractor shall promptly remedy all damage or loss (other than damage or loss insured under Paragraph 11.3) to any property referred to in Clauses 10.2.1.2 and 10.2.1.3 caused in

whole or in part by the Contractor, Subcontractor, or any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts the Contractor may be liable or responsible. The foregoing obligations of the Contractor are in addition to his obligations under Paragraph 4.16.

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

10.2.7 The Contractor shall not load or permit any part of the Work to be loaded to endanger its safety.

10.3 **Emergencies**

10.3.1 In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury, or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Article XII for Changes in the Work.

10.3.2 Whenever the Contractor has not taken sufficient precautions for the safety of the public or the protection of work to be performed under this Project, or adjacent structures or property which may be injured by processes of construction, demolition and/or site clearance on account of such neglect, and whenever an emergency shall arise and immediate action shall be considered necessary in order to protect public or private, persons or property interest, then the Engineer and/or the Owner shall so instruct the Contractor.

10.3.3 If correction is not made in due time or if conditions such as lack of time prevent instructions to Contractor, then the Owner, without notice to the Contractor, may provide reasonable, suitable protection by causing such Work to be done and material to be furnished and placed as the Engineer and Owner may consider necessary and adequate. The cost and expense of such work and

Initial _____

material so furnished shall be borne by the Contractor and, if the same shall not be paid on presentation of the bills thereof, such costs shall be deducted from any amounts due or to become due the Contractor. The performance of such emergency work under the direction of the Owner and/or Engineer shall in no way relieve the Contractor of the responsibility for damages, which may occur during or after such performance.

10.3.4 None of the foregoing shall make the Owner and/or

Engineer responsible for foreseeing and protecting against emergency.

ARTICLE XI
INSURANCE

11.1 Contractor Liability Insurance

11.1.1 The Contractor shall purchase and maintain, in a company or companies licensed to do business in the State of Tennessee, such insurance as will protect the Owner from claims set forth below which may arise out of or result from the Contractorσ operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts the Contractor or Subcontractor may be liable:

.1 claims under workers compensation, disability benefits, and other similar employee benefit acts;

.2 claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;

.3 claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;

.4 claims for damages insured by personal injury liability coverage, which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;

.5 claims for damages, other than the Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from; and

Initial _____

.6 claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

11.1.2 The insurance required by Subparagraph 11.1.1 shall be written for not less than any limits of liability specified in the Contract Documents, section III, paragraph 31, or required by law, whichever is greater.

11.1.3 The insurance required by Subparagraph 11.1.1 shall include contractual liability insurance applicable to the

Contractors obligations under Paragraph 4.16.

11.1.4 All insurance policies maintained by the Contractor shall provide that insurance as applying to the Owner shall be primary and non-contributing irrespective of such insurance as the Owner may maintain in its own name and on its own behalf.

11.1.5 Certificates of Insurance acceptable to the Owner shall be filed with the Owner at the time of submittal of the Contract Documents to the Owner for execution. These certificates shall contain a provision that coverage's afforded under the policies will not be canceled until at least thirty(30) days prior written notice has been given to the Owner. The Contractor shall immediately notify Shelby County Government, Contract Administration, 160 N. Main Street, Suite 550, Memphis, Tennessee 38103 of cancellation or changes in any of the insurance coverage required. Upon request of the Owner, certified copies of any of the required insurance policies may be requested from the Contractor or Contractor's insurance company, agency, or broker.

11.2 **Owners Liability Insurance**

11.2.1 The Owner shall at its discretion, purchase liability insurance or maintain a self-insured liability program.

11.3 **Property Insurance**

11.3.1 The General Contractor shall be responsible for all risk≅ insurance for physical loss or damage for the project during construction until the project is accepted by the Owner at which time the Owner will provide the property coverage.

11.3.2 The Contractor shall pay each Subcontractor a just share of any insurance monies received by the Contractor, and by appropriate agreement, written where legally required for validity, shall require such Subcontractor to make payments to his Sub-subcontractors in similar manner.

11.3.3 The Contractor or his insurance agent, broker or insurance company shall furnish to Owner a copy of all policies with the Contactor within five days of request.

11.3.4 If the Owner requests in writing that insurance for risks other than those described in Subparagraphs 11.3 and 11.3.2 or 11.3.3 or other special hazards to be included in the property insurance policy, the Contractor shall, if possible, include such insurance, and the cost thereof shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor

by appropriate Change Order. Initial_____

ARTICLE XII
CHANGES IN THE WORK

12.1 Change Orders

12.1.1 A Change Order is a written order to the Contractor signed by the Owner issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract Sum or the Contract Time. The Contractor by execution of the Change Order waives any further claims or damages in any manner whatsoever for the changes set forth in the Change Order.

12.1.2 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents.

12.1.3 The cost or credit to the Owner resulting from a change in the Work shall be determined in one or more of the following ways:

Initial _____

.1 by lump sum properly itemized on the form furnished by the Owner which shall show the actual verified cost of the work, plus ten percent overhead and five percent profit; if the work is performed by a Subcontractor, the General Contractor is allowed an additional five percent;

.2 by unit prices stated in the Contract Documents or subsequently agreed upon;

.3 by cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 by the method provided in Subparagraph 11.1.4.

12.1.4 If none of the methods set forth in Clauses 12.1.3.1, 12.1.3.2, or 12.1.3.3 is agreed upon, the Contractor, provided he receive a written order signed by the Owner, shall promptly proceed with the Work involved. The cost of such Work shall then be determined by the Engineer on the basis of the reasonable expenditures and savings of those performing the Work attributable to the change, including, in the case of an increase in the Contract Sum, a reasonable allowance for overhead and profit, which shall be defined as ten percent overhead and five percent profit with an additional five percent going to the General Contractor when the work is performed by a Subcontractor. In such case, and also under Clauses 12.1.3.3 and 12.1.3.4 above, the Contractor shall keep and present, in such form as the Engineer may prescribe, an itemized accounting together with appropriate supporting data for inclusion in a Change Order. Unless otherwise provided in the Contract Documents, cost shall be limited to the following: cost of labor, including social security, old age and unemployment insurance and fringe benefits required by agreement or custom; workers= or workmen compensation insurance; bond premiums, rental value of equipment and machinery; and the additional costs of supervision and field office personnel directly attributable to the change. Pending final determination of cost to the Owner, payments on account shall be made on the Engineerσ Certificate for Payment. The amount of credit to be allowed by the Contractor to the Owner for any deletion or change which results in a net decrease in the Contract Sum will be the amount of the actual net cost as confirmed by the Engineer. When both additions and credits covering related Work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any, with respect to that change.

Initial _____

12.2 <u>Concealed Conditions</u>

12.2.1 Should concealed conditions encountered in the performance of the Work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work

of the character provided for in this Contract, be encountered, Contractor, subject to approval by the Engineer, shall be entitled to a time extension for only the period that the Contractorσ performance is extended due to the unforeseen conditions.

12.3 Minor Changes in the Work

12.3.1 The Engineer will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such Changes shall be effected by written order, and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly.

ARTICLE XIII
UNCOVERING AND CORRECTION OF WORK

13.1 Uncovering of Work

13.1.1 If any portion of the Work should be covered contrary to the request of the Engineer or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Engineer, be uncovered for his observation and shall be replaced at the Contractorσ expense.

13.1.2 If any other portion of the Work has been covered which the Engineer has not specifically requested to observe prior to being covered, the Engineer may request to see such Work, and it shall be uncovered by the Contractor. If such Work is found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work is found not in accordance with the Contract Documents, the Contractor shall pay such costs. If the Work to be uncovered by the Contractor should have been inspected by the Engineer prior to being covered, and the Work is found to be in accordance with the Contract Documents, the cost of the uncovering and recovering of the Work shall be borne by the Engineer.

Initial _____

13.2 Correction of Work

13.2.1 The Contractor shall promptly correct all Work rejected by the Engineer as defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the Engineerσ additional services made necessary thereby.

13.2.2 If, within one year after the Date of Substantial Completion of the Work or designated portion thereof, within one year after acceptance by the Owner of designated equipment or within such longer period of time as may be prescribed by law or by the term of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so. This obligation shall survive termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

13.2.3 The Contractor shall remove from the site all portions of the Work, which are defective or non-conforming, unless removal is waived by the Owner.

13.2.4 If the Contractor fails to correct defective or non-conforming Work as provided in Subparagraphs 4.5.1, 13.2.1, and 13.2.2, the Owner may correct it in accordance with Paragraph 3.4.

13.2.5 If the Contractor does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from the Engineer, the Owner may remove it and store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten days thereafter, the Owner may, upon ten additional days= written notice, sell such Work at auction or a private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the Engineerσ additional services made necessary thereby. If such proceeds of sale do not cover all costs, which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

13.2.6 The Contractor shall bear the cost of making good all work of the Owner or separate contractors destroyed or damaged by such correction or removal.

Initial _____

13.2.7 Nothing contained in Paragraph 13.2 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including Paragraph 4.5 hereof. The establishment of the time period of one year after the Date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which his

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 Contractorσ liability with respect to his obligations other than specifically to correct the Work.

13.3 Acceptance of Defective or Non-Conforming Work

13.3.1 If the Owner prefers to accept defective or non-conforming Work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contract Sum where appropriate and equitable. Such adjustment shall be effective whether or not final payment has been made.

ARTICLE XIV
TERMINATION OF THE CONTRACT

14.1 Termination for Default

14.1.1 Should the Contractor fail to perform in strict accordance with this Agreement, where or as Owner may so direct, or should the Contractor become insolvent, unable to or fail to pay its obligations as they mature or, in any other respect fail in the opinion of the Owner, to properly prosecute and perform any part of its work, fail to exert its best performance efforts, be involved in labor disputes, or be terminated under any other contract with Owner, then the Contractor may be deemed by Owner to have materially breached and to have defaulted in its obligations under this Agreement. In case of a breach and default, the Owner, at its discretion, may terminate this Agreement, or any part thereof, by giving five (5) days written notice thereof to the Contractor. In case of such termination, Owner may use any and all materials, equipment, tools or chattels furnished by or belonging to the Contractor either at or for the Project.

14.1.2 The Contractor, on termination, will be deemed to have offered to Owner an assignment of all of its subcontracts and purchase orders relating to this Project. Owner may, at its discretion, do whatever is necessary to assure performance of any

Initial _____

terminated work and to take such action, if necessary, in the Contractorσ name. Owner may withhold from Contractor any monies due or to become due under this or any other contract between the Contractor and Owner, to offset the damages incurred or possibly incurred as a result of the breach and default by the Contractor. In case of a breach, or in the event Owner is required to retain the services of an attorney to enforce any provisions of this Agreement, then the Contractor and its surety company shall be liable to Owner for any and all additional costs, expenses,

attorneyσ fees and other damages, both liquidated and unliquidated, which directly or indirectly result from the Contractorσ breach, threatened breach, default or lack of performance of any term or condition of this Agreement.

14.1.3 If the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, including compensation for the Engineerσ additional services made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or to the Owner, as the case may be, shall be certified by the Engineer, upon application, in the manner provided in Paragraph 9.4, and this obligation for payment shall survive the termination of this Contract.

14.2 Termination for Convenience

14.2.1 Owner, by written notice, shall have the right to terminate and cancel this Agreement, without the Contractor being at fault, for any cause or for its own convenience, and require the Contractor to immediately stop work. In such event, Owner shall pay the Contractor for that Work actually performed and materials furnished in an amount proportionate to the Contract price. Owner shall not be liable to the Contractor for any other costs, including prospective profits on Work not performed.

ARTICLE XV
RIGHT TO OCCUPY BY OWNER

15.1 Early Occupancy by Owner

15.1.1 The Owner has the right to occupy or use ahead of schedule all or any substantially completed or partially completed portion of the Work when such occupancy and use are in its best interest, notwithstanding the time of completion for all of the Work. If occupancy or use increases the cost of the Work (other than for corrections which are the responsibility of the Contractor) and/or as a result of the Owner exercising its rights

Initial _____

herein, the contractor shall be entitled to extra costs and extensions of time, or both. Claims for such extra costs and extensions of time, to be valid, shall be made in writing to the Owner within seven (7) calendar days of the notification of Owner to the Contractor of its intent to so occupy or use.

15.2 Corrections after Occupancy

15.2.1 After the Owner has taken occupancy of all or any

substantially completed portion of the Work, the Contractor shall not disrupt the use and occupancy of the Owner to make corrections in the Work but shall, at the discretion of the Owner, make such corrections at the expense of the Contractor after normal working hours.

15.3 Heating, Ventilating, and Air-Conditioning Systems

15.3.1 The Owner may require the use and operation of any completed heating, ventilating, and air-conditioning equipment at the time it occupies or uses any substantially completed portion of the Work. In such event, the Owner may require the Contractor to operate such equipment and will pay the Contractor the cost of such utilities required for the use and occupancy of the Owner, but the Contractor shall be responsible for such equipment and for its careful and proper operation. At any time, the Owner may assume the care and maintenance of any portion of the Work, which it is occupying and using for the operation of any such equipment, but in each case, the Contractor shall not be relieved of its responsibility for the full completion of the Work and the protection of its tools, materials, and equipment.

ARTICLE XVI
REGULATIONS

16.1 Nondiscrimination in Employment

16.1.1 During the performance of this Contractual Agreement, the contracting party agrees as follows: The CONTRACTOR agrees that no person on the grounds of handicap, age, race, color, religion, sex, or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subject to discrimination in the performance of this contract, or in the employment practices of the CONTRACTOR. The CONTRACTOR shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

16.2 [RESERVED]

Initial _____

16.3 Maintenance and Records

16.3.1 The Contractor and all Subcontractors under the General Contract shall maintain copies of every subcontract awarded and their own payrolls, for each weekly payroll period during the term of the Construction Contract and for a period of one (1) year after release and payment is made by Owner to the Contractor.

16.4 **Ownerσ Right of Inspection**

16.4.1 Representative of the Owner, as designated by the County Mayor, shall have the right to inspect the Contractorσ facilities and payroll records during the life of the Construction Contract for a period of one (1) year after final release and final payment by the Owner for the purpose of verifying nondiscrimination in employment.

ARTICLE XVII

PROCEDURE FOR INSTALLATION OR REMOVAL OF FIBERGLASS INSULATION

The following procedures should be adhered to when disturbing, installing, or removing fiberglass insulation. These procedures are established to minimize employee exposure to the adverse health affects of fiberglass exposure.

The below procedures are the minimal requirements for handling fiberglass in Shelby County Facilities. Mandates by code or law must be adhered to.

17.1 **Installation, Removal, or Disturbance of Fiberglass Insulation**

17.1.1 Install in well-ventilated areas and avoid breathing dust.

17.1.2 Wear loose, comfortable clothing and long-sleeved shirts

to minimize skin contact.

17.1.3 Handle carefully to minimize airborne dust.

17.1.4 If high dust levels are anticipated during installation, such as with power tools, use appropriate NIOSH approved dust respirator.

17.1.5 All power cutting tools must be equipped with dust collectors.

Initial _____

17.2 **Exposure**

17.2.1 After use, wash with warm water and mild soap. Do not scratch or rub skin if it becomes irritated. Utilize running water.

17.2.2 Wash work clothes separately, and then rinses the washer.

17.2.3 Eye exposure: Flush with flowing water for at least 15 minutes. If symptoms persist, seek immediate medical attention.

17.3 **Work Site Environment**

17.3.1 Insure area is free of obvious partials through proper cleanup procedures. Use of vacuum with proper filters, or wet cleanup is acceptable. (This includes office furniture, floors, and walls.)

17.3.2 Initially there may be a potential adverse impact on indoor air quality within the general work area during the installation process. Notify building manager or other appropriate person that it will be necessary to establish and maintain adequate ventilation of the work area, without causing the entry of contaminants to other parts of the building. Persons who are sensitive to odors and/or chemicals should be advised to avoid the work area during this process.

17.3.3 Exposure to employees should be kept to a minimum.

17.3.4 Disturbance of ceiling tiles where fiberglass insulation exists requires the same procedures as if installation or removal was taking place.

BY THE SIGNING OF THIS DOCUMENT AND INITIALING EACH PAGE HEREOF, THE CONTRACTOR CERTIFIES THAT HE HAS READ AND UNDERSTANDS ALL OF THE ABOVE AND AGREES TO ABIDE BY THESE GENERAL CONSTRUCTION CONDITIONS.

CONTRACTOR

BY: _____

TITLE: _____

DATE: _____

constcnd.doc

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF_____

COUNTY OF_____

The undersigned, principal officer of _____, an employer of five (5) or employees contracting with _____County government to provide construction services states under oath as follows:

1. The undersigned is a principal officer of_____ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.

2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five *(5)* employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title *50,* Chapter 9, of the *Tennessee Code Annotated.*

3. The Company is in compliance with T.C.A.~ 50-9-113. Further affiant saith not.

Principal Officer

STATE OF_____

COUNTY OF_____

Before inc personally appeared with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.
Witness my hand and seal at office this __day of_____20

Notary Public
My commission expires:

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER: PROJECT: APPLICATION NO: Distribution to:

PERIOD TO: OWNER ☐

CONTRACT FOR: ARCHITECT ☐

FROM CONTRACTOR: VIA ARCHITECT: CONTRACT DATE: CONTRACTOR ☐

PROJECT NOS: / / FIELD ☐

OTHER ☐

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 ..... $ _____
2. Net change by Change Orders ..... $ _____
3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... $ _____
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... $ _____
5. RETAINAGE:
   a. ____% of Completed Work (Column D + E on G703) $ _____
   b. ____% of Stored Material (Column F on G703) $ _____

   Total Retainage (Lines 5a + 5b or Total in Column I of G703)..... $ _____
6. TOTAL EARNED LESS RETAINAGE ..... $ _____
   (Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... $ _____
   (Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE ..... $
9. BALANCE TO FINISH, INCLUDING RETAINAGE
   (Line 3 less Line 6) $ _____

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

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 ..... $ _____

(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

SAMPLE

AIA Document G702™ – 1992. Copyright © 1953, 1963, 1965, 1971, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:

1. Project information.
2. Work covered by Contract Documents.
3. Phased construction.
4. Access to site.
5. Coordination with occupants.
6. Work restrictions.
7. Specification and drawing conventions.

B. Related Section:

1. Division 01 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.2 PROJECT INFORMATION

A. Project Identification: 616 Adams Ave. Sprinkler System Retrofit, Juvenile Court,

1. Project Location: 616 Adams Ave., Memphis, TN 38103.

B. Owner: Shelby County Government.

1. Owner's Representative: Diep Tran, Support Services, 901-222-2400

C. Engineer: Innovative Engineering Services, 901-379-0500

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of the Project is defined by the Contract Documents and consists of the following:

1. Replace sprinkler heads in detention areas with security-type heads. Install floor drains in detention areas. Replace manual shutoff valves at floor control valves with automatic shutoff valves. Install drain piping at standpipe.

B. Type of Contract.

1. Project will be constructed under a single prime contract.

1.4 PHASED CONSTRUCTION

A. The Work shall be conducted in coordinated phases with onsite maintenance personnel. Work shall be done as access shall become available to project areas and occupancy.

B. Before commencing Work of each phase, submit an updated copy of the Contractor's construction schedule showing the sequence, commencement and completion dates, and move-out and -in dates of Owner's personnel for all phases of the Work.

1.5 ACCESS TO SITE

A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.

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

1. Limits: Confine construction operations to detention areas and areas affected.

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

C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

1.6 COORDINATION WITH OCCUPANTS

A. Full Owner Occupancy: Owner will occupy 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 approval of authorities having jurisdiction.
2. Notify the Owner not less than 72 hours in advance of activities that will affect Owner's operations.

1.7 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets and other requirements of authorities having jurisdiction.

B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 6 a.m. to 5 p.m., Monday through Friday, except as otherwise indicated or required.

1. Work cannot be done in the courtroom during court sessions (Monday through Friday, 9am-4pm)

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

1. Notify Owner not less than seven days in advance of proposed utility interruptions.
2. Obtain Owner's written permission before proceeding with utility interruptions.

D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.

1. Notify Owner not less than two days in advance of proposed disruptive operations.
2. Obtain Owner's written permission before proceeding with disruptive operations.

E. Nonsmoking Building: Smoking is not permitted within the building or within 25 feet (8 m) of entrances, operable windows, or outdoor air intakes.

F. Controlled Substances: Use of tobacco products and other controlled substances within the existing building is not permitted.

1.8 SPECIFICATION AND DRAWING CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

C. Drawing Coordination: Requirements for materials and products identified on the Drawings are described in detail in the Specifications. One or more of the following are used on the Drawings to identify materials and products:

1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.

2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.
3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012100 - ALLOWANCES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements governing allowances.

B. Types of allowances include the following:

1. Lump-sum allowances.
2. Unit-cost allowances.
3. Quantity allowances.
4. Contingency allowances.
5. Testing and inspecting allowances.

C. Related Sections:

1. Division 01 Section "Unit Prices" for procedures for using unit prices.
2. Division 01 Section "Quality Requirements" for procedures governing the use of allowances for testing and inspecting.

1.2 SELECTION AND PURCHASE

A. At the earliest practical date after award of the Contract, advise Engineer of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.

B. At Engineer's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.

C. Purchase products and systems selected by Engineer from the designated supplier.

1.3 SUBMITTALS

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

B. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.

C. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.

D. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.4 COORDINATION

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

1.5 **LUMP-SUM, UNIT-COST AND QUANTITY** ALLOWANCES

A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Engineer under allowance and shall include taxes, freight, and delivery to Project site.

B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner under allowance shall be included as part of the Contract Sum and not part of the allowance.

C. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.

1. If requested by Engineer, retain and prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed.

1.6 CONTINGENCY ALLOWANCES

A. Use the contingency allowance only as directed by Architect for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.

B. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation taxes, insurance, equipment rental, and similar costs.

C. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit margins.

D. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

1.7 TESTING AND INSPECTING ALLOWANCES

A. Testing and inspecting allowances include the cost of engaging testing agencies, actual tests and inspections, and reporting results.

B. The allowance does not include incidental labor required to assist the testing agency or costs for retesting if previous tests and inspections result in failure. The cost for incidental labor to assist the testing agency shall be included in the Contract Sum.

C. Costs of services not required by the Contract Documents are not included in the allowance.

D. At Project closeout, credit unused amounts remaining in the testing and inspecting allowance to Owner by Change Order.

1.8 ADJUSTMENT OF ALLOWANCES

A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. 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.

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.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

END OF SECTION 012100

SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for substitutions.

B. Related Section:

1. Division 01 Section "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

1.2 DEFINITIONS

A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

1.3 SUBMITTALS

A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Substitution Request Form: Use CSI Form 13.1A.
2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

   a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
   b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
   c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable specification section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
   d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
   e. Samples, where applicable or requested.
   f. Certificates and qualification data, where applicable or requested.
   g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.

h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
k. Cost information, including a proposal of change, if any, in the Contract Sum.
l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

3. Engineer's Action: If necessary, Engineer will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Engineer will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.

a. Forms of Acceptance: Change Order, Construction Change Directive, or Engineer’s Supplemental Instructions for minor changes in the Work.
b. Use product specified if Engineer does not issue a decision on use of a proposed substitution within time allocated.

1.4 QUALITY ASSURANCE

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

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

A. Substitutions for Cause: Submit requests for substitution immediately upon discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.

1. Conditions: Engineer will consider Contractor's request for substitution when the following conditions are satisfied:

a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
b. Requested substitution will not adversely affect Contractor's construction schedule.
c. Requested substitution has received necessary approvals of authorities having jurisdiction.
d. Requested substitution is compatible with other portions of the Work.
e. Requested substitution has been coordinated with other portions of the Work.
f. Requested substitution provides specified warranty.
g. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

B. Substitutions for Convenience: Engineer will consider requests for substitution if received within 60 days after the Notice of Award.

1. Conditions: Engineer will consider Contractor's request for substitution when the following conditions are satisfied:

a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Engineer for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
b. Requested substitution does not require extensive revisions to the Contract Documents.
c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
d. Requested substitution will not adversely affect Contractor's construction schedule.
e. Requested substitution has received necessary approvals of authorities having jurisdiction.
f. Requested substitution is compatible with other portions of the Work.
g. Requested substitution has been coordinated with other portions of the Work.
h. Requested substitution provides specified warranty.
i. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

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

1.2 MINOR CHANGES IN THE WORK

A. Engineer will issue through Construction Manager 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."

1.3 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Construction Manager 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 Construction Manager are not instructions either to stop work in progress or to execute the proposed change.
2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.

    a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    c. Include costs of labor and supervision directly attributable to the change.
    d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
    e. Quotation Form: Use CSI Form 13.6B "Proposal Worksheet Summary" and 13.6C "Proposal Worksheet Detail”.

B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Construction Manager.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Division 01 Section "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
7. Proposal Request Form: Use CSI Form 13.6A "Change Order Request (Proposal)" with attachments CSI Form 13.6B "Proposal Worksheet Summary" and 13.6C "Proposal Worksheet Detail".

1.4 ADMINISTRATIVE CHANGE ORDERS

A. Allowance Adjustment: Refer to Division 01 Section "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.

B. Unit Price Adjustment: Refer to Division 01 Section "Unit Prices" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit price work.

1.5 CHANGE ORDER PROCEDURES

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

1.6 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: Construction Manager may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

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

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

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

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

1.2 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.

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

   a. Application for Payment forms with continuation sheets.
   b. Submittal schedule.
   c. Items required to be indicated as separate activities in Contractor's construction schedule.

2. Submit the schedule of values to Engineer through Construction Manager at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
3. Subschedules for Phased Work: 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. Identification: Include the following Project identification on the schedule of values:

   a. Project name and location.
   b. Name of Engineer.
   c. Engineer's project number.
   d. Contractor's name and address.
   e. Date of submittal.

2. Arrange schedule of values consistent with format of AIA Document G703.
3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of Contract Sum.

a. Include separate line items under Contractor and principal subcontracts for project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.

4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
6. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
7. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
8. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.

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

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

1.3 APPLICATIONS FOR PAYMENT

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

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

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

C. Payment Application Times: Progress payments shall be submitted to Architect by the 25th of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.

D. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.

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

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

F. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Engineer by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

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

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

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. Schedule of unit prices.
5. Submittal schedule (preliminary if not final).
6. List of Contractor's staff assignments.
7. List of Contractor's principal consultants.
8. Copies of building permits.
9. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
10. Initial progress report.
11. Report of preconstruction conference.
12. Certificates of insurance and insurance policies.

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

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

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

1. Evidence of completion of Project closeout requirements.
2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. AIA Document G706-1994, "Contractor's Affidavit of Payment of Debts and Claims."
5. AIA Document G706A-1994, "Contractor's Affidavit of Release of Liens."
6. AIA Document G707-1994, "Consent of Surety to Final Payment."
7. Evidence that claims have been settled.
8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
9. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

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

1. Coordination drawings.
2. Requests for Information (RFIs).
3. Project meetings.

B. Related Sections:
1. Division 01 Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.

1.2 DEFINITIONS

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

1.3 COORDINATION

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.

B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities 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.

1.4 COORDINATION DRAWINGS

A. Coordination Drawings, General: Prepare coordination drawings in accordance with requirements in individual Sections, where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.

1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:

   a. Indicate functional and spatial relationships of components of architectural, structural, mechanical, and electrical systems.
   b. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Engineer indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

B. Coordination Drawing Organization: Organize coordination drawings as follows:

1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire protection, fire alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid.
2. Plenum Space: Indicate subframing for support of ceiling and wall systems, mechanical and electrical equipment, and related Work. Locate components within ceiling plenum to accommodate layout of light fixtures indicated on Drawings.
3. Mechanical Rooms: Provide coordination drawings for mechanical rooms showing plans and elevations of mechanical, plumbing, fire protection, fire alarm, and electrical equipment.
4. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
5. Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.

6. Review: Engineer will review coordination drawings to confirm that the Work is being coordinated, but not for the details of the coordination, which are the Contractor's responsibility.

1.5 REQUESTS FOR INFORMATION (RFIs)

A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.

1. Engineer will return RFIs submitted to Engineer by other entities controlled by Contractor with no response.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:

1. Project name.
2. Project number.
3. Date.
4. Name of Contractor.
5. Name of Engineer.
6. RFI number, numbered sequentially.
7. RFI subject.
8. Specification Section number and title and related paragraphs, as appropriate.
9. Drawing number and detail references, as appropriate.
10. Field dimensions and conditions, as appropriate.
11. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
12. Contractor's signature.
13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.

C. RFI Forms: AIA Document G716.

D. Engineer’s] Action: Engineer will review each RFI, determine action required, and respond. Allow seven working days for Engineer's response for each RFI. RFIs received by Engineer after 1:00 p.m. will be considered as received the following working day.

1. The following RFIs will be returned without action:

a. Requests for approval of submittals.
b. Requests for approval of substitutions.
c. Requests for coordination information already indicated in the Contract Documents.
d. Requests for adjustments in the Contract Time or the Contract Sum.
e. Requests for interpretation of Engineer's actions on submittals.
f. Incomplete RFIs or inaccurately prepared RFIs.

2. Engineer's action may include a request for additional information, in which case Engineer's time for response will date from time of receipt of additional information.
3. Engineer's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."

    a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Engineer in writing within 10 days of receipt of the RFI response.

E. On receipt of Engineer's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Engineer within seven days if Contractor disagrees with response.

F. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Use CSI Log Form 13.2B. Include the following:

1. Project name.
2. Name and address of Contractor.
3. Name and address of Engineer.
4. RFI number including RFIs that were dropped and not submitted.
5. RFI description.
6. Date the RFI was submitted.
7. Date Engineer’s response was received.
8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
9. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

1.6 PROJECT MEETINGS

A. General: Construction Manager will schedule and conduct meetings and conferences at Project site, unless otherwise indicated.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Engineer, within three days of the meeting.

B. Preconstruction Conference: Engineer will schedule and conduct 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.

1. Attendees: Authorized representatives of Owner, Construction Manager, Engineer, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and

other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

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 RFIs.
   g. Procedures for testing and inspecting.
   h. Procedures for processing Applications for Payment.
   i. Distribution of the Contract Documents.
   j. Submittal procedures.
   k. Sustainable design requirements.
   l. Preparation of record documents.
   m. Use of the premises and existing building.
   n. Work restrictions.
   o. Working hours.
   p. Owner's occupancy requirements.
   q. Responsibility for temporary facilities and controls.
   r. Procedures for moisture and mold control.
   s. Procedures for disruptions and shutdowns.
   t. Construction waste management and recycling.
   u. Parking availability.
   v. Office, work, and storage areas.
   w. Equipment deliveries and priorities.
   x. First aid.
   y. Security.
   z. Progress cleaning.

3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.

C. Progress Meetings: Construction Manager will conduct progress meetings at regular intervals.

1. Attendees: In addition to representatives of Owner, Construction Manager, and Engineer, each contractor and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

   a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to

do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

1) Review schedule for next period.

b. Review present and future needs of each entity present, including the following:

1) Interface requirements.
2) Sequence of operations.
3) Status of submittals.
4) Deliveries.
5) Off-site fabrication.
6) Access.
7) Site utilization.
8) Temporary facilities and controls.
9) Progress cleaning.
10) Quality and work standards.
11) Status of correction of deficient items.
12) Field observations.
13) Status of RFIs.
14) Status of proposal requests.
15) Pending changes.
16) Status of Change Orders.
17) Pending claims and disputes.
18) Documentation of information for payment requests.

3. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.

a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Contractor's construction schedule.
2. Daily construction reports.
3. Field condition reports.

1.2 DEFINITIONS

A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.

1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
2. Predecessor Activity: An activity that precedes another activity in the network.
3. Successor Activity: An activity that follows another activity in the network.

B. 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 the Project.

C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

D. Float: The measure of leeway in starting and completing an activity.

1. Float time belongs to Owner.

1.3 INFORMATIONAL SUBMITTALS

A. Format for Submittals: Submit required submittals in the following format:

1. PDF electronic file.

B. Start-up Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.

C. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.

1. Submit a working electronic copy of schedule, using software indicated, and labeled to comply with requirements for submittals. Include type of schedule (initial or updated) and date on label.

D. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.

1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.
2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
3. Total Float Report: List of all activities sorted in ascending order of total float.
4. Earnings Report: Compilation of Contractor's total earnings from commencement of the Work until most recent Application for Payment.

E. Daily Construction Reports: Submit at weekly intervals.

F. Field Condition Reports: Submit at time of discovery of differing conditions.

1.4 COORDINATION

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

B. Coordinate Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.

1. Secure time commitments for performing critical elements of the Work from entities involved.
2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

A. Time Frame: Extend schedule from date established for commencement of the Work to date of final completion.

1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

B. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:

1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Owner.
2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
3. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
4. Startup and Testing Time: Include not less than 2 days for startup and testing.
5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
6. Punch List and Final Completion: Include not more than 14 days for punch list and final completion.

C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.

1. Phasing: Arrange list of activities on schedule by phase.
2. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
3. Work Restrictions: Show the effect of the following items on the schedule:

   a. Coordination with existing construction.
   b. Limitations of continued occupancies.
   c. Uninterruptible services.
   d. Partial occupancy before Substantial Completion.
   e. Use of premises restrictions.
   f. Provisions for future construction.
   g. Seasonal variations.
   h. Environmental control.

4. Work Stages: Indicate important stages of construction for each major portion of the Work.

D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Each Phase Completion, Substantial Completion, and final completion.

E. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:

1. Unresolved issues.
2. Unanswered RFIs.
3. Rejected or unreturned submittals.
4. Notations on returned submittals.

F. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule.

G. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's construction schedule within 30 days of date established for the Notice of Award.

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

A. General: Prepare network diagrams using AON (activity-on-node) format.

B. Start-up Network Diagram: Submit diagram within 14 days of date established for the Notice to Proceed. Outline significant construction activities for the first 90 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

C. CPM Schedule: Prepare Contractor's construction schedule using a time-scaled CPM network analysis diagram for the Work.

1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than 60 days after date established for the Notice of Award.

   a. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates, regardless of Owner's approval of the schedule.

2. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
3. Use "one workday" as the unit of time for individual activities. Indicate nonworking days and holidays incorporated into the schedule in order to correlate with Contract Time.

D. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the start-up network diagram, prepare a skeleton network to identify probable critical paths.

1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:

    a. Preparation and processing of submittals.
    b. Mobilization and demobilization.
    c. Purchase of materials.
    d. Delivery.
    e. Fabrication.
    f. Utility interruptions.
    g. Installation.
    h. Work by Owner that may affect or be affected by Contractor's activities.
    i. Testing.
    j. Punch list and final completion.
    k. Activities occurring following final completion.

2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
3. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
4. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.

    a. Subnetworks on separate sheets are permissible for activities clearly off the critical path.

E. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall project schedule.

F. Initial Issue of Schedule: Prepare initial network diagram from a sorted activity list indicating straight "early start-total float." Identify critical activities. Prepare tabulated reports showing the following:

1. Contractor or subcontractor and the Work or activity.
2. Description of activity.
3. Principal events of activity.
4. Immediate preceding and succeeding activities.
5. Early and late start dates.
6. Early and late finish dates.
7. Activity duration in workdays.
8. Total float or slack time.
9. Average size of workforce.
10. Dollar value of activity (coordinated with the schedule of values).

G. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:

1. Identification of activities that have changed.
2. Changes in early and late start dates.
3. Changes in early and late finish dates.
4. Changes in activity durations in workdays.
5. Changes in the critical path.
6. Changes in total float or slack time.
7. Changes in the Contract Time.

2.4 REPORTS

A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:

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

B. 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 Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

PART 3 - EXECUTION

3.1 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 final completion percentage for each activity.

B. Distribution: Distribute copies of approved schedule to Engineer, 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 SUMMARY

A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

B. Related Sections:

1. Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
2. Division 01 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.
3. Division 01 Section "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
4. Division 01 Section "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.

1.2 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Engineer's responsive action.

B. Informational Submittals: Written and graphic information and physical samples that do not require Engineer's responsive action. Submittals may be rejected for not complying with requirements.

1.3 ACTION SUBMITTALS

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

1.4 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

A. Engineer's Digital Data Files: Electronic copies of CAD Drawings of the Contract Drawings will be provided by Engineer for Contractor's use in preparing submittals.

1. Engineer will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawing and Project record drawings.

a. Engineer makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
b. Contractor shall execute a data licensing agreement in the form of AIA Document C106, Digital Data Licensing Agreement.

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

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

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

C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
3. Resubmittal Review: Allow 15 days for review of each resubmittal.

D. Identification and Information: Place a permanent label or title block on each paper copy submittal item for identification.

1. Indicate name of firm or entity that prepared each submittal on label or title block.
2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Engineer.
3. Include the following information for processing and recording action taken:

a. Project name.
b. Date.
c. Name of Engineer.
d. Name of Construction Manager.
e. Name of Contractor.
f. Name of subcontractor.
g. Name of supplier.
h. Name of manufacturer.
i. Submittal number or other unique identifier, including revision identifier.

1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals

shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).

j. Number and title of appropriate Specification Section.
k. Drawing number and detail references, as appropriate.
l. Location(s) where product is to be installed, as appropriate.
m. Other necessary identification.

E. Identification and Information: Identify and incorporate information in each electronic submittal file as follows:

1. Assemble complete submittal package into a single indexed file with links enabling navigation to each item.
2. Name file with submittal number or other unique identifier, including revision identifier.

a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).

3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
4. Include the following information on an inserted cover sheet:

a. Project name.
b. Date.
c. Name and address of Engineer.
d. Name of Construction Manager.
e. Name of Contractor.
f. Name of firm or entity that prepared submittal.
g. Name of subcontractor.
h. Name of supplier.
i. Name of manufacturer.
j. Number and title of appropriate Specification Section.
k. Drawing number and detail references, as appropriate.
l. Location(s) where product is to be installed, as appropriate.
m. Related physical samples submitted directly.
n. Other necessary identification.

F. Options: Identify options requiring selection by the Engineer.

G. Deviations: Identify deviations from the Contract Documents on submittals.

H. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Engineer] observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.

1. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Engineer.

I. Transmittal: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Engineer will return submittals, without review, received from sources other than Contractor.

1. Transmittal Form: Use AIA Document G810.
2. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Engineer on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.

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

1. Note date and content of previous submittal.
2. Note date and content of revision in label or title block and clearly indicate extent of revision.
3. Resubmit submittals until they are marked with approval notation from Engineer’s action stamp.

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

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

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

A. General Submittal Procedure Requirements:

1. Submit electronic submittals via email as PDF electronic files.

   a. Engineer, through Construction Manager, will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.

2. Action Submittals: Submit six paper copies of each submittal, unless otherwise indicated. Engineer, through Construction Manager, will return five copies.
3. Informational Submittals: Submit three paper copies of each submittal, unless otherwise indicated. Engineer and Construction Manager will not return copies.
4. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division 01 Section "Closeout Procedures."
5. 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.

6. Test and Inspection Reports Submittals: Comply with requirements specified in Division 01 Section "Quality Requirements."

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:

a. Manufacturer's catalog cuts.
b. Manufacturer's product specifications.
c. Standard color charts.
d. Statement of compliance with specified referenced standards.
e. Testing by recognized testing agency.
f. Application of testing agency labels and seals.
g. Notation of coordination requirements.
h. Availability and delivery time information.

4. For equipment, include the following in addition to the above, as applicable:

a. Wiring diagrams showing factory-installed wiring.
b. Printed performance curves.
c. Operational range diagrams.
d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.

5. Submit Product Data before or concurrent with Samples.
6. Submit Product Data in the following format:

a. PDF electronic file.

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

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

a. Identification of products.
b. Schedules.
c. Compliance with specified standards.
d. Notation of coordination requirements.
e. Notation of dimensions established by field measurement.
f. Relationship and attachment to adjoining construction clearly indicated.

g. Seal and signature of professional engineer if specified.

2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 30 by 42 inches (750 by 1067 mm).
3. Submit Shop Drawings in the following format:

a. PDF electronic file.

D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
2. Identification: Attach label on unexposed side of Samples that includes the following:

a. Generic description of Sample.
b. Product name and name of manufacturer.
c. Sample source.
d. Number and title of applicable Specification Section.

3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.

4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.

a. Number of Samples: Submit one full set of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Engineer, through Construction Manager, will return submittal with options selected.

5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

a. Number of Samples: Submit three sets of Samples. Engineer and Construction Manager will retain two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a Project record sample.

1) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least one set 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. Submit product schedule in the following format:

a. PDF electronic file.

F. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."

G. Application for Payment: Comply with requirements specified in Division 01 Section "Payment Procedures."

H. Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."

I. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Use CSI Form 1.5A.

1. Submit subcontract list in the following format:

a. PDF electronic file.

J. Coordination Drawings: Comply with requirements specified in Division 01 Section "Project Management and Coordination."

K. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of 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 American Welding Society (AWS) forms. Include names of firms and personnel certified.

M. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

N. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

O. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

P. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

Q. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

R. Product Test Reports: Submit written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

S. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project.

T. Schedule of Tests and Inspections: Comply with requirements specified in Division 01 Section "Quality Requirements."

U. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

V. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

W. Field Test Reports: Submit reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

X. Maintenance Data: Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."

Y. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

2.2 DELEGATED-DESIGN SERVICES

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally-signed PDF electronic file and three paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

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

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.

B. Project Closeout and Maintenance/Material Submittals: Refer to requirements in Division 01 Section "Closeout Procedures."

C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ENGINEER'S ACTION

A. General: Engineer will not review submittals that do not bear Contractor's approval stamp and will return them without action.

B. Action Submittals: Engineer will review each submittal, make marks to indicate corrections or modifications required, and return it. Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.

C. Informational Submittals: Engineer will review each submittal and will not return it, or will return it if it does not comply with requirements. Engineer will forward each submittal to appropriate party.

D. Incomplete submittals are not acceptable, will be considered nonresponsive, and will be returned without review.

E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 013300

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
2. Requirements for Contractor to provide quality-assurance and -control services required by Engineer, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

C. Related Sections:

1. Divisions 02 through 49 Sections for specific test and inspection requirements.

1.2 DEFINITIONS

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Engineer.

C. Preconstruction Testing: Tests and inspections performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.

D. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

E. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.

F. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

H. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade or trades.

I. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.3 CONFLICTING REQUIREMENTS

A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Engineer for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Engineer for a decision before proceeding.

1.4 INFORMATIONAL SUBMITTALS

A. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems.

1. Seismic-force resisting system, designated seismic system, or component listed in the designated seismic system quality assurance plan prepared by the Engineer.

B. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

1.5 REPORTS AND DOCUMENTS

A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

B. Manufacturer's Field Reports: Prepare written information documenting tests and inspections specified in other Sections. Include the following:

1. Name, address, and telephone number of representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
4. Results of operational and other tests and a statement of whether observed performance complies with requirements.
5. Other required items indicated in individual Specification Sections.

C. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.6 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.

F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.

G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.

1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.

H. Manufacturer's Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:

1. Contractor responsibilities include the following:

a. Provide test specimens representative of proposed products and construction.
b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
c. When testing is complete, remove test specimens, assemblies; do not reuse products on Project.

2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Engineer, through Construction Manager], with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

1.7 QUALITY CONTROL

A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services. (I.e. asbestos consultant, etc.)

1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.

B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.

1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
2. Retain first subparagraph below to assure validity of agencies' reports.
3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

C. Manufacturer's Field Services: Where indicated, engage a manufacturer's representative to observe and inspect the Work. Manufacturer's representative's services include examination of substrates and conditions, verification of materials, inspection of completed portions of the Work, and submittal of written reports.

D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

E. Testing Agency Responsibilities: Cooperate with Engineer and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

1. Notify Engineer and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.

6. Do not perform any duties of Contractor.

F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Delivery of samples to testing agencies.
6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. Security and protection for samples and for testing and inspecting equipment at Project site.

G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Division 01 Section "Execution."

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 014200 - REFERENCES

PART 1 - GENERAL

1.1 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.

1.2 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.3 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the United States."

B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

AA	Aluminum Association, Inc. (The)
AAADM	American Association of Automatic Door Manufacturers
AABC	Associated Air Balance Council
AAMA	American Architectural Manufacturers Association
AASHTO	American Association of State Highway and Transportation Officials
AATCC	American Association of Textile Chemists and Colorists
ABAA	Air Barrier Association of America
ABMA	American Bearing Manufacturers Association
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
AEIC	Association of Edison Illuminating Companies, Inc. (The)
AF&PA	American Forest & Paper Association
AGA	American Gas Association
AGC	Associated General Contractors of America (The)
AHAM	Association of Home Appliance Manufacturers
AHRI	Air-Conditioning, Heating, and Refrigeration Institute

AI	Asphalt Institute
AIA	American Institute of Architects (The)
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ALSC	American Lumber Standard Committee, Incorporated
AMCA	Air Movement and Control Association International, Inc.
ANSI	American National Standards Institute
AOSA	Association of Official Seed Analysts, Inc.
APA	Architectural Precast Association
APA	APA - The Engineered Wood Association
API	American Petroleum Institute
ARI	Air-Conditioning & Refrigeration Institute (Now AHRI)
ARMA	Asphalt Roofing Manufacturers Association
ASCE	American Society of Civil Engineers
ASCE/SEI	American Society of Civil Engineers/Structural Engineering Institute (See ASCE)
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers
ASME	ASME International (American Society of Mechanical Engineers International)
ASSE	American Society of Safety Engineers
ASSE	American Society of Sanitary Engineering
ASTM	ASTM International (American Society for Testing and Materials International)
ATIS	Alliance for Telecommunications Industry Solutions
AWCI	Association of the Wall and Ceiling Industry

AWCMA	American Window Covering Manufacturers Association (Now WCMA)
AWI	Architectural Woodwork Institute
AWPA	American Wood Protection Association (Formerly: American Wood Preservers' Association)
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers Association
BIA	Brick Industry Association (The)
BICSI	BICSI, Inc.
BIFMA	BIFMA International (Business and Institutional Furniture Manufacturer's Association International)
BISSC	Baking Industry Sanitation Standards Committee
BWF	Badminton World Federation (Formerly: IBF - International Badminton Federation)
CCC	Carpet Cushion Council
CDA	Copper Development Association
CEA	Canadian Electricity Association
CEA	Consumer Electronics Association
CFFA	Chemical Fabrics & Film Association, Inc.
CGA	Compressed Gas Association
CIMA	Cellulose Insulation Manufacturers Association
CISCA	Ceilings & Interior Systems Construction Association
CISPI	Cast Iron Soil Pipe Institute
CLFMI	Chain Link Fence Manufacturers Institute
CRRC	Cool Roof Rating Council
CPA	Composite Panel Association

CPPA	Corrugated Polyethylene Pipe Association
CRI	Carpet and Rug Institute (The)
CRSI	Concrete Reinforcing Steel Institute
CSA	Canadian Standards Association
CSA	CSA International (Formerly: IAS - International Approval Services)
CSI	Cast Stone Institute
CSI	Construction Specifications Institute (The)
CSSB	Cedar Shake & Shingle Bureau
CTI	Cooling Technology Institute (Formerly: Cooling Tower Institute)
DHI	Door and Hardware Institute
ECA	Electronic Components Association
EIA	Electronic Industries Alliance
EIMA	EIFS Industry Members Association
EJCDC	Engineers Joint Contract Documents Committee
EJMA	Expansion Joint Manufacturers Association, Inc.
ESD	ESD Association (Electrostatic Discharge Association)
ETL SEMCO	Intertek ETL SEMCO
FIBA	Federation Internationale de Basketball (The International Basketball Federation)
FIVB	Federation Internationale de Volleyball (The International Volleyball Federation)
FM Approvals	FM Approvals LLC
FM Global	FM Global (Formerly: FMG - FM Global)
FRSA	Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc.

FSA	Fluid Sealing Association
FSC	Forest Stewardship Council
GA	Gypsum Association
GANA	Glass Association of North America
GRI	(Part of GSI)
GS	Green Seal
GSI	Geosynthetic Institute
HI	Hydraulic Institute
HI	Hydronics Institute
HMMA	Hollow Metal Manufacturers Association (Part of NAAMM)
HPVA	Hardwood Plywood & Veneer Association
HPW	H. P. White Laboratory, Inc.
IAS	International Approval Services (Now CSA International)
IBF	International Badminton Federation (Now BWF)
ICEA	Insulated Cable Engineers Association, Inc.
ICRI	International Concrete Repair Institute, Inc.
IEC	International Electrotechnical Commission
IEEE	Institute of Electrical and Electronics Engineers, Inc. (The)
IES	Illuminating Engineering Society
IESNA	Illuminating Engineering Society of North America (Now IES)
IEST	Institute of Environmental Sciences and Technology
IGCC	Insulating Glass Certification Council
IGMA	Insulating Glass Manufacturers Alliance

ILI	Indiana Limestone Institute of America, Inc.
ISO	International Organization for Standardization Available from ANSI
ISSFA	International Solid Surface Fabricators Association
ITS	Intertek Testing Service NA (Now ETL SEMCO)
ITU	International Telecommunication Union
KCMA	Kitchen Cabinet Manufacturers Association
LPI	Lightning Protection Institute
MBMA	Metal Building Manufacturers Association
MFMA	Maple Flooring Manufacturers Association, Inc.
MFMA	Metal Framing Manufacturers Association, Inc.
MH	Material Handling (Now MHIA)
MHIA	Material Handling Industry of America
MIA	Marble Institute of America
MPI	Master Painters Institute
MSS	Manufacturers Standardization Society of The Valve and Fittings Industry Inc.
NAAMM	National Association of Architectural Metal Manufacturers
NACE	NACE International (National Association of Corrosion Engineers International)
NADCA	National Air Duct Cleaners Association
NAGWS	National Association for Girls and Women in Sport
NAIMA	North American Insulation Manufacturers Association
NBGQA	National Building Granite Quarries Association, Inc.
NCAA	National Collegiate Athletic Association (The)
NCMA	National Concrete Masonry Association

NCPI	National Clay Pipe Institute
NCTA	National Cable & Telecommunications Association
NEBB	National Environmental Balancing Bureau
NECA	National Electrical Contractors Association
NeLMA	Northeastern Lumber Manufacturers' Association
NEMA	National Electrical Manufacturers Association
NETA	InterNational Electrical Testing Association
NFHS	National Federation of State High School Associations
NFPA	NFPA (National Fire Protection Association)
NFRC	National Fenestration Rating Council
NGA	National Glass Association
NHLA	National Hardwood Lumber Association
NLGA	National Lumber Grades Authority
NOFMA	NOFMA: The Wood Flooring Manufacturers Association (Formerly: National Oak Flooring Manufacturers Association)
NOMMA	National Ornamental & Miscellaneous Metals Association
NRCA	National Roofing Contractors Association
NRMCA	National Ready Mixed Concrete Association
NSF	NSF International (National Sanitation Foundation International)
NSSGA	National Stone, Sand & Gravel Association
NTMA	National Terrazzo & Mosaic Association, Inc. (The)
NTRMA	National Tile Roofing Manufacturers Association (Now TRI)
NWFA	National Wood Flooring Association
NWWDA	National Wood Window and Door Association

	(Now WDMA)
PCI	Precast/Prestressed Concrete Institute
PDCA	Painting & Decorating Contractors of America
PDI	Plumbing & Drainage Institute
PGI	PVC Geomembrane Institute
PLANET	Professional Landcare Network
PTI	Post-Tensioning Institute
RCSC	Research Council on Structural Connections
RFCI	Resilient Floor Covering Institute
RIS	Redwood Inspection Service
SAE	SAE International
SCTE	Society of Cable Telecommunications Engineers
SDI	Steel Deck Institute
SDI	Steel Door Institute
SEFA	Scientific Equipment and Furniture Association
SEI/ASCE	Structural Engineering Institute/American Society of Civil Engineers (See ASCE)
SGCC	Safety Glazing Certification Council
SIA	Security Industry Association
SJI	Steel Joist Institute
SMA	Screen Manufacturers Association
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association
SMPTE	Society of Motion Picture and Television Engineers
SPFA	Spray Polyurethane Foam Alliance
SPIB	Southern Pine Inspection Bureau

SPRI	Single Ply Roofing Industry
SSINA	Specialty Steel Industry of North America
SSPC	SSPC: The Society for Protective Coatings
STI	Steel Tank Institute
SWI	Steel Window Institute
SWRI	Sealant, Waterproofing, & Restoration Institute
TCNA	Tile Council of North America, Inc.
TIA/EIA	Telecommunications Industry Association/Electronic Industries Alliance
TMS	The Masonry Society
TPI	Truss Plate Institute, Inc.
TPI	Turfgrass Producers International
TRI	Tile Roofing Institute
UL	Underwriters Laboratories Inc.
UNI	Uni-Bell PVC Pipe Association
USAV	USA Volleyball
USGBC	U.S. Green Building Council
USITT	United States Institute for Theatre Technology, Inc.
WASTEC	Waste Equipment Technology Association
WCLIB	West Coast Lumber Inspection Bureau
WCMA	Window Covering Manufacturers Association
WCSC	Window Covering Safety Council
WDMA	Window & Door Manufacturers Association
WI	Woodwork Institute (Formerly: WIC - Woodwork Institute of California)
WIC	Woodwork Institute of California (Now WI)
WMMPA	Wood Moulding & Millwork Producers Association

WSRCA Western States Roofing Contractors Association

WWPA Western Wood Products Association

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.

DIN Deutsches Institut f?r Normung e.V.

IAPMO International Association of Plumbing and Mechanical Officials

ICC International Code Council

ICC-ES ICC Evaluation Service, Inc.

UBC Uniform Building Code
(See ICC)

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

CE Army Corps of Engineers

CPSC Consumer Product Safety Commission

DOC Department of Commerce

DOD Department of Defense

DOE Department of Energy

EPA Environmental Protection Agency

FAA Federal Aviation Administration

FCC Federal Communications Commission

FDA Food and Drug Administration

GSA General Services Administration

HUD Department of Housing and Urban Development

LBL Lawrence Berkeley National Laboratory

NCHRP	National Cooperative Highway Research Program (See TRB)
NIST	National Institute of Standards and Technology
OSHA	Occupational Safety & Health Administration
PBS	Public Buildings Service (See GSA)
PHS	Office of Public Health and Science
RUS	Rural Utilities Service (See USDA)
SD	State Department
TRB	Transportation Research Board
USDA	Department of Agriculture
USPS	Postal Service

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 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
CFR	Code of Federal Regulations Available from Government Printing Office
DOD	Department of Defense Military Specifications and Standards Available from Department of Defense Single Stock Point
DSCC	Defense Supply Center Columbus (See FS)
FED-STD	Federal Standard (See FS)
FS	Federal Specification Available from Department of Defense Single Stock Point Available from Defense Standardization Program

Available from General Services Administration

Available from National Institute of Building Sciences

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

UFAS Uniform Federal Accessibility Standards
Available from Access Board

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 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

CCR California Code of Regulations

CDHS California Department of Health Services
(See CDPH)

CDPH California Department of Public Health, Indoor Air Quality Section

CPUC California Public Utilities Commission

TFS Texas Forest Service
Forest Resource Development

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 SUMMARY

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

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

B. Related Sections:

1. Division 01 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.
2. Division 07 Section "Penetration Firestopping" for patching penetrations in fire-rated construction.

1.2 INFORMATIONAL SUBMITTALS

A. Certificates: Submit certificate signed by professional engineer certifying that location and elevation of improvements comply with requirements.

1.3 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 the Engineer before proceeding. Shore, brace, and support structural element during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection

2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety

3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.

4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Engineer's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

1.4 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to the Engineer for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, and water-service piping; and other utilities.

2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
2. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
3. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
4. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of the Contractor, submit a request for information to Engineer according to requirements in Division 01 Section "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Engineer promptly.

B. General: Engage a professional engineer to lay out the Work using accepted surveying practices.

1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
3. Inform installers of lines and levels to which they must comply.
4. Check the location, level and plumb, of every major element as the Work progresses.

5. Notify Engineer when deviations from required lines and levels exceed allowable tolerances.

C. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.

D. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Engineer.

3.4 FIELD ENGINEERING

A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.

B. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.

1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.

3.5 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb and make horizontal work level.
2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

G. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
2. Allow for building movement, including thermal expansion and contraction.
3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

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

3.6 CUTTING AND PATCHING

A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Temporary Support: Provide temporary support of work to be cut.

C. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

D. Adjacent Occupied Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

E. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

F. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or

adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
3. 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 Division 31 Sections where required by cutting and patching operations.
5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
6. Proceed with patching after construction operations requiring cutting are complete.

G. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
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.
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.

H. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.7 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).

3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

1. Remove liquid spills promptly.
2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.

H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.8 STARTING AND ADJUSTING

A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.

C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

D. Manufacturer's Field Service: Comply with qualification requirements in Division 01 Section "Quality Requirements."

3.9 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.10 CORRECTION OF THE WORK

A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.

1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.

B. Restore permanent facilities used during construction to their specified condition.

C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 017300

SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for the following:
   1. Disposing of nonhazardous demolition and construction waste.

1.2 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.

1.3 ACTION SUBMITTALS

A. Waste Management Plan: Submit plan within 7 days of date established for the Notice to Proceed.

1.4 QUALITY ASSURANCE

A. Waste Management Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination."

1.5 WASTE MANAGEMENT PLAN

A. General: Develop a waste management plan according to ASTM E 1609 and requirements of this Section. Plan shall consist of waste identification, waste reduction work plan, and cost/revenue analysis. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.

B. Waste Identification: Indicate anticipated types and quantities of demolition and construction waste generated by the Work. Include estimated quantities and assumptions for estimates.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.

B. Waste Management Coordinator: Engage a waste management coordinator to be responsible for implementing, monitoring, and reporting status of waste management work plan.

C. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.

1. Distribute waste management plan to everyone concerned within three days of submittal return.
2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.

D. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
2. Comply with Division 01 Section "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

3.2 DISPOSAL OF WASTE

A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, 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.

B. Burning: Do not burn waste materials.

C. Disposal: Transport waste materials off Owner's property and legally dispose of them.

END OF SECTION 017419

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Substantial Completion procedures.
2. Final completion procedures.
3. Warranties.
4. Final cleaning.

B. Related Sections:
1. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
2. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
3. Division 01 Section "Demonstration and Training" for requirements for instructing Owner's personnel.
4. Divisions 02 through 49 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.2 SUBSTANTIAL COMPLETION

A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete with request.

1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
2. Advise Owner of pending insurance changeover requirements.
3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
5. Prepare and submit Project Record Documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
8. Complete startup testing of systems.
9. Submit test/adjust/balance records.

10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
11. Advise Owner of changeover in heat and other utilities.
12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
13. Complete final cleaning requirements, including touchup painting.
14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by 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.

1.3 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:

1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Submit pest-control final inspection report and warranty.
5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.

B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.4 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if

necessary, areas disturbed by Contractor that are outside the limits of construction. Use CSI Form 14.1A.

1. Organize list of spaces in sequential order, proceeding from lowest floor to highest floor.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Submit list of incomplete items in the following format:

    a. PDF electronic file.

1.5 WARRANTIES

A. Submittal Time: Submit written warranties on request of Engineer for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.

B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.

1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
4. Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide table of contents at beginning of document.

C. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

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

1. Use cleaning products that meet Green Seal GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a 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. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
k. Remove labels that are not permanent.
l. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.

1) Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates.

m. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.

n. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
o. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
p. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
q. Clean 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.
r. Leave Project clean and ready for occupancy.

END OF SECTION 017700

SECTION 017823 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:

1. Operation and maintenance documentation directory.
2. Emergency manuals.
3. Operation manuals for systems, subsystems, and equipment.
4. Product maintenance manuals.
5. Systems and equipment maintenance manuals.

B. Related Sections:

1. Divisions 02 through 49 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

1.2 CLOSEOUT SUBMITTALS

A. Format: Submit operations and maintenance manuals in the following format:

1. PDF electronic file. Assemble each manual into a composite electronically-indexed file. Submit on digital media acceptable to Architect.

   a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically-linked operation and maintenance directory.
   b. Enable inserted reviewer comments on draft submittals.

2. Three paper copies. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves. Engineer will return two copies.

B. Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Architect will return copy with comments.

1. Correct or modify each manual to comply with Engineer's comments. Submit copies of each corrected manual within 15 days of receipt of Engineer’s comments and prior to commencing demonstration and training.

PART 2 - PRODUCTS

2.1 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:

1. Title page.
2. Table of contents.
3. Manual contents.

B. Title Page: Include the following information:

1. Subject matter included in manual.
2. Name and address of Project.
3. Name and address of Owner.
4. Date of submittal.
5. Name and contact information for Contractor.
6. Name and contact information for Construction Manager.
7. Name and contact information for Engineer.
8. Name and contact information for Commissioning Agent.
9. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
10. 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.

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.

E. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.

1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
2. File Names and Bookmarks: Enable bookmarking of individual documents based upon file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel upon opening file.

F. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.

1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch (215-by-280-mm) paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.

    a. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name,[and] subject matter of contents, and indicate Specification Section number on bottom of spine. Indicate volume number for multiple-volume sets.

2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.
4. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.

    a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
    b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.2 EMERGENCY MANUALS

A. Content: Organize manual into a separate section for each of the following:

1. Type of emergency.
2. Emergency instructions.
3. Emergency procedures.

B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:

1. Fire.
2. Flood.
3. Gas leak.
4. Water leak.
5. Power failure.
6. Water outage.
7. System, subsystem, or equipment failure.
8. Chemical release or spill.

C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.

D. Emergency Procedures: Include the following, as applicable:

1. Instructions on stopping.
2. Shutdown instructions for each type of emergency.
3. Operating instructions for conditions outside normal operating limits.
4. Required sequences for electric or electronic systems.
5. Special operating instructions and procedures.

2.3 OPERATION MANUALS

A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:

1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
2. Performance and design criteria if Contractor is delegated design responsibility.
3. Operating standards.
4. Operating procedures.
5. Operating logs.
6. Wiring diagrams.
7. Control diagrams.
8. Piped system diagrams.
9. Precautions against improper use.
10. License requirements including inspection and renewal dates.

B. Descriptions: Include the following:

1. Product name and model number. Use designations for products indicated on Contract Documents.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include the following, as applicable:

1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
6. Normal shutdown instructions.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.4 PRODUCT MAINTENANCE MANUALS

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

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.

2.5 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.

B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product,

list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:

1. Standard maintenance instructions and bulletins.
2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
3. Identification and nomenclature of parts and components.
4. List of items recommended to be stocked as spare parts.

D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:

1. Test and inspection instructions.
2. Troubleshooting guide.
3. Precautions against improper maintenance.
4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
5. Aligning, adjusting, and checking instructions.
6. Demonstration and training video recording, if available.

E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.

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.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

A. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.

B. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

C. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.

D. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

E. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.

1. Do not use original project record documents as part of operation and maintenance manuals.

F. Comply with Division 01 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 017823

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for project record documents, including the following:

1. Record Drawings.
2. Record Specifications.
3. Record Product Data.

B. Related Sections:

1. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
2. Divisions 02 through 49 Sections for specific requirements for project record documents of the Work in those Sections.

1.2 CLOSEOUT SUBMITTALS

A. Record Drawings: Comply with the following:

1. Number of Copies: Submit one set of marked-up record prints.
2. Number of Copies: Submit copies of record Drawings as follows:

a. Initial Submittal: Submit one paper copy set of marked-up record prints and one set of plots from corrected record digital data files. Engineer will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
b. Final Submittal: Submit PDF electronic files of marked-up record prints. Print each Drawing, whether or not changes and additional information were recorded.

B. Record Specifications: Submit annotated PDF electronic files of Project's Specifications, including addenda and contract modifications.

C. Record Product Data: Submit annotated PDF electronic files and directories of each submittal.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings.

1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.

a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
b. Record data as soon as possible after obtaining it.
c. Record and check the markup before enclosing concealed installations.

2. Mark the Contract Drawings and Shop Drawings completely and accurately. Utilize personnel proficient at recording graphic information in production of marked-up record prints.
3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Engineer. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:

1. Format: Same digital data software program, version, and operating system as the original Contract Drawings.
2. Format: DWG, Version 2010, operating in Microsoft Windows operating system.
3. Format: Annotated PDF electronic file with comment function enabled.
4. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
5. Refer instances of uncertainty to Engineer through Construction Manager for resolution.
6. Engineer will furnish Contractor one set of digital data files of the Contract Drawings for use in recording information.

C. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
2. Format: Annotated PDF electronic file with comment function enabled.
3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.

4. Identification: As follows:

   a. Project name.
   b. Date.
   c. Designation "PROJECT RECORD DRAWINGS."
   d. Name of Architect.
   e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

   1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
   2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
   3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
   4. Note related Change Orders[, record Product Data,] and record Drawings where applicable.

B. Format: Submit record Specifications as annotated PDF electronic file.

2.3 RECORD PRODUCT DATA

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

   1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
   2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
   3. Note related Change Orders, record Specifications, and record Drawings where applicable.

B. Format: Submit record Product Data as annotated PDF electronic file.

2.4 MISCELLANEOUS RECORD SUBMITTALS

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

B. Format: Submit miscellaneous record submittals as PDF electronic file.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and modifications to project record documents as they occur; do not wait until the end of Project.

B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Engineer's reference during normal working hours.

END OF SECTION 017839

SECTION 017900 - DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:

1. Demonstration of operation of systems, subsystems, and equipment.
2. Training in operation and maintenance of systems, subsystems, and equipment.

1.2 INFORMATIONAL SUBMITTALS

A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.

1. Indicate proposed training modules utilizing manufacturer-produced demonstration and training video recordings for systems, equipment, and products in lieu of video recording of live instructional module.

1.3 QUALITY ASSURANCE

A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.

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

C. Preinstruction Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to demonstration and training.

1.4 COORDINATION

A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations.

B. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Engineer.

PART 2 - PRODUCTS

2.1 INSTRUCTION PROGRAM

A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.

B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:

1. Basis of System Design, Operational Requirements, and Criteria: Include the following:

    a. System, subsystem, and equipment descriptions.
    b. Performance and design criteria if Contractor is delegated design responsibility.
    c. Operating standards.
    d. Regulatory requirements.
    e. Equipment function.
    f. Operating characteristics.
    g. Limiting conditions.
    h. Performance curves.

2. Documentation: Review the following items in detail:

    a. Emergency manuals.
    b. Operations manuals.
    c. Maintenance manuals.
    d. Project record documents.
    e. Identification systems.
    f. Warranties and bonds.
    g. 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. Startup procedures.
b. Equipment or system break-in procedures.
c. Routine and normal operating instructions.
d. Regulation and control procedures.
e. Control sequences.
f. Safety procedures.
g. Instructions on stopping.
h. Normal shutdown instructions.
i. Operating procedures for emergencies.
j. Operating procedures for system, subsystem, or equipment failure.
k. Seasonal and weekend operating instructions.
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 educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Division 01 Section "Operations and Maintenance Data."

3.2 INSTRUCTION

A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.

B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.

1. Contracter will furnish an instructor to describe basis of system design, operational requirements, criteria, and regulatory requirements.
2. Owner will furnish an instructor to describe Owner's operational philosophy.
3. Owner will furnish Contractor with names and positions of participants.

C. 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, through Construction Manager, with at least seven days' advance notice.

D. Evaluation: At conclusion of each training module, assess and document each participant's mastery of module by use of a demonstration performance-based test.

END OF SECTION 017900

SECTION 210517 - SLEEVES AND SLEEVE SEALS FOR FIRE-SUPPRESSION PIPING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Sleeves.
2. Sleeve-seal systems.
3. Grout.

1.2 SUBMITTALS

A. Product Data: For each type of product indicated.

PART 2 - PRODUCTS

2.1 SLEEVES

A. Cast-Iron Wall Pipes: Cast or fabricated of cast or ductile iron and equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop unless otherwise indicated.

B. Galvanized-Steel Wall Pipes: ASTM A 53/A 53M, Schedule 40, with plain ends and welded steel collar; zinc coated.

C. Galvanized-Steel-Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, zinc coated, with plain ends.

D. Galvanized-Steel-Sheet Sleeves: 0.0239-inch (0.6-mm) minimum thickness; round tube closed with welded longitudinal joint.

2.2 SLEEVE-SEAL SYSTEMS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Advance Products & Systems, Inc.
2. CALPICO, Inc.
3. Metraflex Company (The).
4. Pipeline Seal and Insulator, Inc.
5. Proco Products, Inc.

B. Description: Modular sealing-element unit, designed for field assembly, for filling annular space between piping and sleeve.

1. Sealing Elements: EPDM-rubber interlocking links shaped to fit surface of pipe. Include type and number required for pipe material and size of pipe.
2. Pressure Plates: Carbon steel.
3. Connecting Bolts and Nuts: Carbon steel, with corrosion-resistant coating, of length required to secure pressure plates to sealing elements.

2.3 GROUT

A. Standard: ASTM C 1107/C 1107M, Grade B, post-hardening and volume-adjusting, dry, hydraulic-cement grout.

B. Characteristics: Nonshrink; recommended for interior and exterior applications.

C. Design Mix: 5000-psi (34.5-MPa), 28-day compressive strength.

D. Packaging: Premixed and factory packaged.

PART 3 - EXECUTION

3.1 SLEEVE INSTALLATION

A. Install sleeves for piping passing through penetrations in floors, partitions, roofs, and walls.

B. For sleeves that will have sleeve-seal system installed, select sleeves of size large enough to provide 1-inch (25-mm) annular clear space between piping and concrete slabs and walls.

1. Sleeves are not required for core-drilled holes.

C. Install sleeves in concrete floors, concrete roof slabs, and concrete walls as new slabs and walls are constructed.

1. Cut sleeves to length for mounting flush with both surfaces.

a. Exception: Extend sleeves installed in floors of mechanical equipment areas or other wet areas 2 inches (50 mm) above finished floor level.

2. Using grout, seal the space outside of sleeves in slabs and walls without sleeve-seal system.

D. Install sleeves for pipes passing through interior partitions.

1. Cut sleeves to length for mounting flush with both surfaces.

2. Install sleeves that are large enough to provide 1/4-inch (6.4-mm) annular clear space between sleeve and pipe or pipe insulation.
3. Seal annular space between sleeve and piping or piping insulation; use joint sealants appropriate for size, depth, and location of joint. Comply with requirements for sealants specified in Division 07 Section "Joint Sealants."

E. Fire-Barrier Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at pipe penetrations. Seal pipe penetrations with firestop materials. Comply with requirements for firestopping specified in Division 07 Section "Penetration Firestopping."

3.2 SLEEVE-SEAL-SYSTEM INSTALLATION

A. Install sleeve-seal systems in sleeves in exterior concrete walls and slabs-on-grade at service piping entries into building.

B. Select type, size, and number of sealing elements required for piping material and size and for sleeve ID or hole size. Position piping in center of sleeve. Center piping in penetration, assemble sleeve-seal system components, and install in annular space between piping and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make a watertight seal.

3.3 SLEEVE AND SLEEVE-SEAL SCHEDULE

A. Use sleeves and sleeve seals for the following piping-penetration applications:

1. Exterior Concrete Walls above Grade:

   a. Piping Smaller Than NPS 6 (DN 150): Cast-iron wall sleeves.

2. Concrete Slabs above Grade:

   a. Piping Smaller Than NPS 6 (DN 150): Galvanized-steel-pipe sleeves.

3. Interior Partitions:

   a. Piping Smaller Than NPS 6 (DN 150): Galvanized-steel-pipe sleeves.

END OF SECTION 210517

SECTION 210548 - VIBRATION AND SEISMIC CONTROLS FOR FIRE-SUPPRESSION PIPING AND EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:
   1. Restraining braces.

1.2 DEFINITIONS

A. IBC: International Building Code.

B. ICC-ES: ICC-Evaluation Service.

C. OSHPD: Office of Statewide Health Planning and Development for the State of California.

1.3 PERFORMANCE REQUIREMENTS

A. Seismic-Restraint Loading:

   1. Site Class as Defined in the IBC: D.
   2. Assigned Seismic Use Group or Building Category as Defined in the IBC: IV.

      a. Component Importance Factor: 1.5.
      b. Component Response Modification Factor: 2.0.
      c. Component Amplification Factor: 2.0.

   3. Design Spectral Response Acceleration at Short Periods (0.2 Second): 0.0646.
   4. Design Spectral Response Acceleration at 1-Second Period: 0.353

1.4 SUBMITTALS

A. Product Data: For each product indicated.

B. Delegated-Design Submittal: For vibration isolation and seismic-restraint calculations and details indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

C. Welding certificates.

D. Qualification Data: For professional engineer.

1.5 QUALITY ASSURANCE

A. Comply with seismic-restraint requirements in the IBC and NFPA 13 unless requirements in this Section are more stringent.

B. Welding: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."

C. Seismic-restraint devices shall have horizontal and vertical load testing and analysis and shall bear anchorage preapproval OPA number from OSHPD, preapproval by ICC-ES, or preapproval by another agency acceptable to authorities having jurisdiction, showing maximum seismic-restraint ratings. Ratings based on independent testing are preferred to ratings based on calculations. If preapproved ratings are not available, submittals based on independent testing are preferred. Calculations (including combining shear and tensile loads) to support seismic-restraint designs must be signed and sealed by a qualified professional engineer.

PART 2 - PRODUCTS

2.1 SEISMIC-RESTRAINT DEVICES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Amber/Booth Company, Inc.
2. California Dynamics Corporation.
3. Cooper B-Line, Inc.; a division of Cooper Industries.
4. Hilti, Inc.
5. Kinetics Noise Control.
6. Loos & Co.; Cableware Division.
7. Mason Industries.
8. TOLCO Incorporated; a brand of NIBCO INC.
9. Unistrut; Tyco International, Ltd.

B. General Requirements for Restraint Components: Rated strengths, features, and applications shall be as defined in reports by an agency acceptable to authorities having jurisdiction.

1. Structural Safety Factor: Allowable strength in tension, shear, and pullout force of components shall be at least four times the maximum seismic forces to which they will be subjected.

C. Channel Support System: MFMA-3, shop- or field-fabricated support assembly made of slotted steel channels with accessories for attachment to braced component at one end and to building

structure at the other end and other matching components and with corrosion-resistant coating; and rated in tension, compression, and torsion forces.

D. Hanger Rod Stiffener: Steel tube or steel slotted-support-system sleeve with internally bolted connections to hanger rod.

E. Resilient Isolation Washers and Bushings: One-piece, molded, oil- and water-resistant neoprene, with a flat washer face.

F. Mechanical Anchor Bolts: Drilled-in and stud-wedge or female-wedge type in zinc-coated steel for interior applications and stainless steel for exterior applications. Select anchor bolts with strength required for anchor and as tested according to ASTM E 488. Minimum length of eight times diameter.

PART 3 - EXECUTION

3.1 VIBRATION-CONTROL AND SEISMIC-RESTRAINT DEVICE INSTALLATION

A. Piping Restraints:

1. Comply with requirements in MSS SP-127 and NFPA 13.
2. Space lateral supports a maximum of 40 feet (12 m) o.c., and longitudinal supports a maximum of 80 feet (24 m) o.c.
3. Brace a change of direction longer than 12 feet (3.7 m).

B. Install seismic-restraint devices using methods approved by an agency acceptable to authorities having jurisdiction providing required submittals for component.

C. Install bushing assemblies for anchor bolts for floor-mounted equipment, arranged to provide resilient media between anchor bolt and mounting hole in concrete base.

D. Attachment to Structure: If specific attachment is not indicated, anchor bracing to structure at flanges of beams, at upper truss chords of bar joists, or at concrete members.

E. Drilled-in Anchors:

1. Identify position of reinforcing steel and other embedded items prior to drilling holes for anchors. Do not damage existing reinforcing or embedded items during coring or drilling. Notify the structural engineer if reinforcing steel or other embedded items are encountered during drilling. Locate and avoid prestressed tendons, electrical and telecommunications conduit, and gas lines.
2. Do not drill holes in concrete or masonry until concrete, mortar, or grout has achieved full design strength.
3. Wedge Anchors: Protect threads from damage during anchor installation. Heavy-duty sleeve anchors shall be installed with sleeve fully engaged in the structural element to which anchor is to be fastened.

4. Set anchors to manufacturer's recommended torque, using a torque wrench.
5. Install zinc-coated steel anchors for interior and stainless-steel anchors for exterior applications.

3.2 ACCOMMODATION OF DIFFERENTIAL SEISMIC MOTION

A. Install flexible connections in piping where they cross seismic joints, where adjacent sections or branches are supported by different structural elements, and where the connections terminate with connection to equipment that is anchored to a different structural element from the one supporting the connections as they approach equipment. Comply with requirements in Division 21 Section "Water-Based Fire-Suppression Systems" for piping flexible connections.

END OF SECTION 210548

SECTION 211313 - WET-PIPE SPRINKLER SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Pipes, fittings, and specialties.
2. Fire-protection valves.
3. Sprinklers.
4. Alarm devices.
5. Pressure gages.

B. Related Sections:

1. Division 21 Section "Fire-Suppression Standpipes" for standpipe piping.

1.2 SYSTEM DESCRIPTIONS

A. Wet-Pipe Sprinkler System: Automatic sprinklers are attached to piping containing water and that is connected to water supply through alarm valve. Water discharges immediately from sprinklers when they are opened. Sprinklers open when heat melts fusible link or destroys frangible device. Hose connections are included if indicated.

1.3 PERFORMANCE REQUIREMENTS

A. Standard-Pressure Piping System Component: Listed for 175-psig (1200-kPa) minimum working pressure.

B. Delegated Design: Design sprinkler system(s), including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.

1. Available fire-hydrant flow test records indicate the following conditions:

a. Date: 07/21/15
b. Time: 9:25 a.m.
c. Performed by: MLGW.
d. Location of Residual Fire Hydrant R: Corner of Neely and Adams.
e. Location of Flow Fire Hydrant F: Adams 1st hydrant east of Neely.
f. Static Pressure at Residual Fire Hydrant R: 86 psig.
g. Measured Flow at Flow Fire Hydrant F: 1193 gpm.
h. Residual Pressure at Residual Fire Hydrant R: 80 psig.

C. Sprinkler system design shall be approved by authorities having jurisdiction.

1. Margin of Safety for Available Water Flow and Pressure: 10 percent, including losses through water-service piping, valves, and backflow preventers.
2. Sprinkler Occupancy Hazard Classifications:
   a. Office and Public Areas: Light Hazard.
   b. Residential Living Areas: Light Hazard.

3. Minimum Density for Automatic-Sprinkler Piping Design:
   a. Light-Hazard Occupancy: 0.10 gpm over 1500-sq. ft. (4.1 mm/min. over 139-sq. m) area.

4. Maximum Protection Area per Sprinkler: Per UL listing.
5. Maximum Protection Area per Sprinkler:

   a. Residential Areas: 400 sq. ft. (37 sq. m).
   b. Office Spaces: 200 sq. ft. (20.9 sq. m).
   c. Other Areas: According to NFPA 13 recommendations unless otherwise indicated.

6. Total Combined Hose-Stream Demand Requirement: According to NFPA 13 unless otherwise indicated:

   a. Light-Hazard Occupancies: 100 gpm (6.3 L/s) for 30 minutes

D. Seismic Performance: Sprinkler piping shall withstand the effects of earthquake motions determined according to NFPA 13 and ASCE/SEI 7.

1.4 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Shop Drawings: For wet-pipe sprinkler systems. Include plans, elevations, sections, details, and attachments to other work.

1. Wiring Diagrams: For power, signal, and control wiring.

C. Delegated-Design Submittal: For sprinkler systems indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

D. Qualification Data: For qualified Installer and professional engineer.

E. Approved Sprinkler Piping Drawings: Working plans, prepared according to NFPA 13, that have been approved by authorities having jurisdiction, including hydraulic calculations if applicable.

F. Welding certificates.

G. Field Test Reports and Certificates: Indicate and interpret test results for compliance with performance requirements and as described in NFPA 13. Include "Contractor's Material and Test Certificate for Aboveground Piping."

H. Field quality-control reports.

I. Operation and maintenance data.

1.5 QUALITY ASSURANCE

A. Installer Qualifications:

1. Installer's responsibilities include designing, fabricating, and installing sprinkler systems and providing professional engineering services needed to assume engineering responsibility. Base calculations on results of fire-hydrant flow test.

a. Engineering Responsibility: Preparation of working plans, calculations, and field test reports by a qualified professional engineer.

B. Welding Qualifications: Qualify procedures and operators according to ASME Boiler and Pressure Vessel Code.

C. 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.

D. NFPA Standards: Sprinkler system equipment, specialties, accessories, installation, and testing shall comply with the following:

1. NFPA 13, "Installation of Sprinkler Systems."
2. NFPA 13R, "Installation of Sprinkler Systems in Residential Occupancies up to and Including Four Stories in Height."

PART 2 - PRODUCTS

2.1 PIPING MATERIALS

A. Comply with requirements in "Piping Schedule" Article for applications of pipe, tube, and fitting materials, and for joining methods for specific services, service locations, and pipe sizes.

2.2 STEEL PIPE AND FITTINGS

A. Standard Weight, Black-Steel Pipe: ASTM A 53/A 53M, Type E, Grade B. Pipe ends may be factory or field formed to match joining method.

B. Black-Steel Pipe Nipples: ASTM A 733, made of ASTM A 53/A 53M, standard-weight, seamless steel pipe with threaded ends.

C. Uncoated, Steel Couplings: ASTM A 865, threaded.

D. Uncoated, Gray-Iron Threaded Fittings: ASME B16.4, Class 125, standard pattern.

E. Malleable- or Ductile-Iron Unions: UL 860.

F. Cast-Iron Flanges: ASME 16.1, Class 125.

G. Steel Flanges and Flanged Fittings: ASME B16.5, Class 150.

H. Steel Welding Fittings: ASTM A 234/A 234M and ASME B16.9.

I. Steel Pressure-Seal Fittings: UL 213, FM-approved, 175-psig (1200-kPa) pressure rating with steel housing, rubber O-rings, and pipe stop; for use with fitting manufacturers' pressure-seal tools.

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. Victaulic Company.

2.3 PIPING JOINING MATERIALS

A. Pipe-Flange Gasket Materials: AWWA C110, rubber, flat face, 1/8 inch (3.2 mm) thick or ASME B16.21, nonmetallic and asbestos free.

1. Class 125, Cast-Iron Flat-Face Flanges: Full-face gaskets.

B. Metal, Pipe-Flange Bolts and Nuts: ASME B18.2.1, carbon steel unless otherwise indicated.

C. 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.

2.4 LISTED FIRE-PROTECTION VALVES

A. General Requirements:

1. Valves shall be UL listed or FM approved.
2. Minimum Pressure Rating: 175 psig (1200 kPa).

B. Bronze Electronic Control Ball Valve:
1. Basis-of-Design Product: Subject to compliance with requirements, provide ProValve, Model BV26X2B24OV or comparable product by one of the following:
a. Milwaukee Valve Company.
b. NIBCO INC.
c. Tyco Fire & Building Products LP.
d. Victaulic Company.

2. Standard: ANSI B2.1.
3. Pressure Rating: 175 psig (1200 kPa) minimum.
4. Valves NPS 2 (DN 50) and Smaller:

    a. Valve Type: Ball.
    b. Body Material: Bronze.
    c. End Connections: Threaded with union fittings.

5. Valve Operation: The valve shall be normally open (energized to closed).

6. Electronic Valve Controller: Provide Integral electronic control valve system with spring return, capable of providing minimum torque required for 200 psi close off. The actuator shall have 120 VAC capacity with Nema type 2 enclosure. The actuator shall have current limiting circuitry or microprocessor overload protection to prevent damage to the actuator. Actuator shall have a minimum 3-foot cable.

2.5 TRIM AND DRAIN VALVES

A. General Requirements:

1. Standard: UL's "Fire Protection Equipment Directory" listing or "Approval Guide," published by FM Global, listing.
2. Minimum Pressure Rating: 175 psig (1200 kPa).

B. Ball Valves:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    a. Anvil International, Inc.
    b. Conbraco Industries, Inc.; Apollo Valves.
    c. Fire-End & Croker Corporation.
    d. Fire Protection Products, Inc.
    e. Flowserve.
    f. Jomar International, Ltd.
    g. Kennedy Valve; a division of McWane, Inc.
    h. Kitz Corporation.
    i. Legend Valve.
    j. Metso Automation USA Inc.
    k. Milwaukee Valve Company.
    l. NIBCO INC.
    m. Potter Roemer.
    n. Red-White Valve Corporation.
    o. Tyco Fire & Building Products LP.
    p. Victaulic Company.
    q. Watts Water Technologies, Inc.

2.6 SPRINKLER SPECIALTY PIPE FITTINGS

A. Branch Outlet Fittings:

1. Manufacturers: Subject to compliance with requirements, [provide products by one of the following:

   a. Anvil International, Inc.
   b. National Fittings, Inc.
   c. Shurjoint Piping Products.
   d. Tyco Fire & Building Products LP.
   e. Victaulic Company.

2. Standard: UL 213.
3. Pressure Rating: 175 psig (1200 kPa) minimum.
4. Body Material: Ductile-iron housing with EPDM seals and bolts and nuts.
5. Type: Mechanical-T and -cross fittings.
6. Configurations: Snap-on and strapless, ductile-iron housing with branch outlets.
7. Size: Of dimension to fit onto sprinkler main and with outlet connections as required to match connected branch piping.
8. Branch Outlets: Grooved, plain-end pipe, or threaded.

B. Flow Detection and Test Assemblies:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

   a. AGF Manufacturing Inc.
   b. Reliable Automatic Sprinkler Co., Inc.
   c. Tyco Fire & Building Products LP.
   d. Victaulic Company.

2. Standard: UL's "Fire Protection Equipment Directory" listing or "Approval Guide," published by FM Global, listing.
3. Pressure Rating: 175 psig (1200 kPa) minimum.
4. Body Material: Cast- or ductile-iron housing with orifice, sight glass, and integral test valve.
5. Size: Same as connected piping.
6. Inlet and Outlet: Threaded.

C. Branch Line Testers:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

   a. Elkhart Brass Mfg. Company, Inc.
   b. Fire-End & Croker Corporation.
   c. Potter Roemer.

2. Standard: UL 199.

3. Pressure Rating: 175 psig (1200 kPa) minimum.
4. Body Material: Brass.
5. Size: Same as connected piping.
6. Inlet: Threaded.
7. Drain Outlet: Threaded and capped.
8. Branch Outlet: Threaded, for sprinkler.

D. Sprinkler Inspector's Test Fittings:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

   a. AGF Manufacturing Inc.
   b. Triple R Specialty.
   c. Tyco Fire & Building Products LP.
   d. Victaulic Company.
   e. Viking Corporation.

2. Standard: UL's "Fire Protection Equipment Directory" listing or "Approval Guide," published by FM Global, listing.
3. Pressure Rating: 175 psig (1200 kPa) minimum.
4. Body Material: Cast- or ductile-iron housing with sight glass.
5. Size: Same as connected piping.
6. Inlet and Outlet: Threaded.

2.7 SPRINKLERS

A. Basis-of-Design Product: Subject to compliance with requirements, provide Tyco, Model Raven 5.6K, institutional-type, quick response sprinkler head or comparable product by one of the following:
1. Globe Fire Sprinkler Corporation.
2. Reliable Automatic Sprinkler Co., Inc.
3. Victaulic Company.
4. Viking Corporation.

B. General Requirements:

1. Standard: UL's "Fire Protection Equipment Directory" listing or "Approval Guide," published by FM Global, listing.
2. Pressure Rating for Automatic Sprinklers: 175 psig (1200 kPa) minimum.

C. Special Coatings:
1. Corrosion-resistant paint.

D. Sprinkler Escutcheons: Materials, types, and finishes for the following sprinkler mounting applications. Escutcheons for concealed, flush, and recessed-type sprinklers are specified with sprinklers.

1. Ceiling Mounting: Corrosion-resistant painted, one piece, flat.

2. Sidewall Mounting: Corrosion-resistant painted, steel, one piece, flat.

2.8 ALARM DEVICES

A. Alarm-device types shall match piping and equipment connections.

B. Water-Flow Indicators:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

   a. ADT Security Services, Inc.
   b. McDonnell & Miller; ITT Industries.
   c. Potter Electric Signal Company.
   d. System Sensor; a Honeywell company.
   e. Viking Corporation.
   f. Watts Industries (Canada) Inc.

2. Standard: UL 346.
3. Water-Flow Detector: Electrically supervised.
4. Components: Two single-pole, double-throw circuit switches for isolated alarm and auxiliary contacts, 7 A, 125-V ac and 0.25 A, 24-V dc; complete with factory-set, field-adjustable retard element to prevent false signals and tamperproof cover that sends signal if removed.
5. Type: Paddle operated.
6. Pressure Rating: 250 psig (1725 kPa).
7. Design Installation: Horizontal or vertical.

C. Valve Supervisory Switches:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

   a. Fire-Lite Alarms, Inc.; a Honeywell company.
   b. Kennedy Valve; a division of McWane, Inc.
   c. Potter Electric Signal Company.
   d. System Sensor; a Honeywell company.

2. Standard: UL 346.
3. Type: Electrically supervised.
4. Components: Single-pole, double-throw switch with normally closed contacts.
5. Design: Signals that controlled valve is in other than fully open position.

2.9 PRESSURE GAGES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. AMETEK; U.S. Gauge Division.
2. Ashcroft, Inc.
3. Brecco Corporation.
4. WIKA Instrument Corporation.

B. Standard: UL 393.

C. Dial Size: 3-1/2- to 4-1/2-inch (90- to 115-mm) diameter.

D. Pressure Gage Range: 0 to 250 psig (0 to 1725 kPa) minimum.

E. Water System Piping Gage: Include "WATER" or "AIR/WATER" label on dial face.

F. Air System Piping Gage: Include retard feature and "AIR" or "AIR/WATER" label on dial face.

PART 3 - EXECUTION

3.1 PIPING INSTALLATION

A. Locations and Arrangements: Drawing plans, schematics, and diagrams indicate general location and arrangement of piping. Install piping as indicated, as far as practical.

1. Deviations from approved working plans for piping require written approval from authorities having jurisdiction. File written approval with Architect before deviating from approved working plans.

B. Piping Standard: Comply with requirements for installation of sprinkler piping in NFPA 13.

C. Install seismic restraints on piping. Comply with requirements for seismic-restraint device materials and installation in NFPA 13.

D. Use listed fittings to make changes in direction, branch takeoffs from mains, and reductions in pipe sizes.

E. Install unions adjacent to each valve in pipes NPS 2 (DN 50) and smaller.

F. Install flanges, flange adapters, or couplings for grooved-end piping on valves, apparatus, and equipment having NPS 2-1/2 (DN 65) and larger end connections.

G. Install "Inspector's Test Connections" in sprinkler system piping, complete with shutoff valve, and sized and located according to NFPA 13.

H. Install sprinkler piping with drains for complete system drainage.

I. Install sprinkler control valves, test assemblies, and drain risers adjacent to standpipes when sprinkler piping is connected to standpipes.

J. Install alarm devices in piping systems.

K. Install hangers and supports for sprinkler system piping according to NFPA 13. Comply with requirements for hanger materials in NFPA 13.

L. Fill sprinkler system piping with water.

M. Install sleeves for piping penetrations of walls, ceilings, and floors. Comply with requirements for sleeves specified in Division 21 Section "Sleeves and Sleeve Seals for Fire-Suppression Piping."

N. Install sleeve seals for piping penetrations of concrete walls and slabs. Comply with requirements for sleeve seals specified in Division 21 Section "Sleeves and Sleeve Seals for Fire-Suppression Piping."

O. Install escutcheons for piping penetrations of walls, ceilings, and floors. Comply with requirements for escutcheons specified in Division 21 Section "Escutcheons for Fire-Suppression Piping."

3.2 JOINT CONSTRUCTION

A. Install couplings, flanges, flanged fittings, unions, nipples, and transition and special fittings that have finish and pressure ratings same as or higher than system's pressure rating for aboveground applications unless otherwise indicated.

B. Install unions adjacent to each valve in pipes NPS 2 (DN 50) and smaller.

C. Install flanges, flange adapters, or couplings for grooved-end piping on valves, apparatus, and equipment having NPS 2-1/2 (DN 65) and larger end connections.

D. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.

E. Remove scale, slag, dirt, and debris from inside and outside of pipes, tubes, and fittings before assembly.

F. Flanged Joints: Select appropriate gasket material in size, type, and thickness suitable for water service. Join flanges with gasket and bolts according to ASME B31.9.

G. 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.
2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged.

H. Twist-Locked Joints: Insert plain end of steel pipe into plain-end-pipe fitting. Rotate retainer lugs one-quarter turn or tighten retainer pin.

I. Steel-Piping, Pressure-Sealed Joints: Join lightwall steel pipe and steel pressure-seal fittings with tools recommended by fitting manufacturer.

J. Welded Joints: Construct joints according to AWS D10.12M/D10.12, using qualified processes and welding operators according to "Quality Assurance" Article.

1. Shop weld pipe joints where welded piping is indicated. Do not use welded joints for galvanized-steel pipe.

K. Steel-Piping, Cut-Grooved Joints: Cut square-edge groove in end of pipe according to AWWA C606. Assemble coupling with housing, gasket, lubricant, and bolts. Join steel pipe and grooved-end fittings according to AWWA C606 for steel-pipe joints.

L. Steel-Piping, Roll-Grooved Joints: Roll rounded-edge groove in end of pipe according to AWWA C606. Assemble coupling with housing, gasket, lubricant, and bolts. Join steel pipe and grooved-end fittings according to AWWA C606 for steel-pipe grooved joints.

M. Steel-Piping, Pressure-Sealed Joints: Join Schedule 5 steel pipe and steel pressure-seal fittings with tools recommended by fitting manufacturer.

N. Dissimilar-Material Piping Joints: Make joints using adapters compatible with materials of both piping systems.

3.3 VALVE AND SPECIALTIES INSTALLATION

A. Install listed fire-protection valves, trim and drain valves, specialty valves and trim, controls, and specialties according to NFPA 13 and authorities having jurisdiction.

B. Install listed fire-protection shutoff valves supervised open, located to control sources of water supply except from fire-department connections. Install permanent identification signs indicating portion of system controlled by each valve.

C. Install check valve in each water-supply connection. Install backflow preventers instead of check valves in potable-water-supply sources.

D. Specialty Valves:

1. General Requirements: Install in vertical position for proper direction of flow, in main supply to system.
2. Alarm Valves: Include bypass check valve and retarding chamber drain-line connection.

3.4 SPRINKLER INSTALLATION

A. Install sprinklers in suspended ceilings in center of narrow dimension of acoustical ceiling panels.

3.5 IDENTIFICATION

A. Install labeling and pipe markers on equipment and piping according to requirements in NFPA 13.

B. Identify system components, wiring, cabling, and terminals. Comply with requirements for identification specified in Division 26 Section "Identification for Electrical Systems."

3.6 FIELD QUALITY CONTROL

A. Perform tests and inspections.

B. Tests and Inspections:

1. Leak Test: After installation, charge systems and test for leaks. Repair leaks and retest until no leaks exist.
2. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
3. Flush, test, and inspect sprinkler systems according to NFPA 13, "Systems Acceptance" Chapter.
4. Energize circuits to electrical equipment and devices.
5. Start and run excess-pressure pumps.
6. Coordinate with fire-alarm tests. Operate as required.
7. Coordinate with fire-pump tests. Operate as required.
8. Verify that equipment hose threads are same as local fire-department equipment.

C. Sprinkler piping system will be considered defective if it does not pass tests and inspections.

D. Prepare test and inspection reports.

3.7 CLEANING

A. Clean dirt and debris from sprinklers.

B. Remove and replace sprinklers with paint other than factory finish.

3.8 PIPING SCHEDULE

A. Sprinkler specialty fittings may be used, downstream of control valves, instead of specified fittings.

B. Wet-pipe sprinkler system, [NPS 2 (DN 50) and smaller] <Insert pipe size range>, shall be[one of] the following:

1. Standard-weight or Schedule 30, black-steel pipe with threaded ends; uncoated, gray-iron threaded fittings; and threaded joints.

C. Standard-pressure, wet-pipe sprinkler system, [NPS 2-1/2 to NPS 6 (DN 65 to DN 150)] <Insert pipe size range>, shall be[one of] the following:
   1. Standard-weight or Schedule 30, black-steel pipe with cut- or roll-grooved ends; uncoated, grooved-end fittings for steel piping; grooved-end-pipe couplings for steel piping; and grooved joints.

3.9 SPRINKLER SCHEDULE

A. Use sprinkler types in subparagraphs below for the following applications:

   1. Rooms without Ceilings: Upright sprinklers.
   2. Rooms with Suspended Ceilings: Recessed institutional-type sprinklers.
   3. Wall Mounting: Horizontal, sidewall, institutional-type sprinklers.
   4. Special Applications: Extended-coverage, flow-control, and quick-response sprinklers where indicated.

B. Provide sprinkler types in subparagraphs below with finishes indicated.
   1. Institutional-type Sprinklers: Bright chrome, with painted white escutcheon.

END OF SECTION 211313

SECTION 220517 - SLEEVES AND SLEEVE SEALS FOR PLUMBING PIPING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Sleeves.
2. Sleeve-seal systems.
3. Grout.

1.2 SUBMITTALS

A. Product Data: For each type of product indicated.

PART 2 - PRODUCTS

2.1 SLEEVES

A. Cast-Iron Wall Pipes: Cast or fabricated of cast or ductile iron and equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop unless otherwise indicated.

B. PVC-Pipe Sleeves: ASTM D 1785, Schedule 40.

2.2 SLEEVE-SEAL SYSTEMS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Advance Products & Systems, Inc.
2. CALPICO, Inc.
3. Metraflex Company (The).
4. Pipeline Seal and Insulator, Inc.
5. Proco Products, Inc.

B. Description: Modular sealing-element unit, designed for field assembly, for filling annular space between piping and sleeve.

1. Sealing Elements: EPDM-rubber interlocking links shaped to fit surface of pipe. Include type and number required for pipe material and size of pipe.
2. Pressure Plates: Carbon steel.

3. Connecting Bolts and Nuts: Carbon steel, with corrosion-resistant coating, of length required to secure pressure plates to sealing elements.

2.3 GROUT

A. Standard: ASTM C 1107/C 1107M, Grade B, post-hardening and volume-adjusting, dry, hydraulic-cement grout.

B. Characteristics: Nonshrink; recommended for interior and exterior applications.

C. Design Mix: 5000-psi (34.5-MPa), 28-day compressive strength.

D. Packaging: Premixed and factory packaged.

PART 3 - EXECUTION

3.1 SLEEVE INSTALLATION

A. Install sleeves for piping passing through penetrations in floors, partitions, roofs, and walls.

B. For sleeves that will have sleeve-seal system installed, select sleeves of size large enough to provide 1-inch (25-mm) annular clear space between piping and concrete slabs and walls.

1. Sleeves are not required for core-drilled holes.

C. Install sleeves in concrete floors, concrete roof slabs, and concrete walls as new slabs and walls are constructed.

1. Cut sleeves to length for mounting flush with both surfaces.

a. Exception: Extend sleeves installed in floors of mechanical equipment areas or other wet areas 2 inches (50 mm) above finished floor level.

2. Using grout, seal the space outside of sleeves in slabs and walls without sleeve-seal system.

D. Install sleeves for pipes passing through interior partitions.

1. Cut sleeves to length for mounting flush with both surfaces.
2. Install sleeves that are large enough to provide 1/4-inch (6.4-mm) annular clear space between sleeve and pipe or pipe insulation.
3. Seal annular space between sleeve and piping or piping insulation; use joint sealants appropriate for size, depth, and location of joint. Comply with requirements for sealants specified in Division 07 Section "Joint Sealants."

E. Fire-Barrier Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at pipe penetrations. Seal pipe penetrations with firestop materials. Comply with requirements for firestopping specified in Division 07 Section "Penetration Firestopping."

3.2 SLEEVE-SEAL-SYSTEM INSTALLATION

A. Install sleeve-seal systems in sleeves in exterior concrete walls and slabs-on-grade at service piping entries into building.

B. Select type, size, and number of sealing elements required for piping material and size and for sleeve ID or hole size. Position piping in center of sleeve. Center piping in penetration, assemble sleeve-seal system components, and install in annular space between piping and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make a watertight seal.

3.3 SLEEVE AND SLEEVE-SEAL SCHEDULE

A. Use sleeves and sleeve seals for the following piping-penetration applications:

1. Concrete Slabs-on-Grade:

   a. Piping Smaller Than NPS 6 (DN 150): Cast-iron wall sleeves with sleeve-seal system.

      1) Select sleeve size to allow for 1-inch (25-mm) annular clear space between piping and sleeve for installing sleeve-seal system.

2. Concrete Slabs above Grade:

   a. Piping Smaller Than NPS 6 (DN 150): Galvanized-steel-pipe sleeves.

3. Interior Partitions:

   a. Piping Smaller Than NPS 6 (DN 150): Galvanized-steel-pipe sleeves.

END OF SECTION 220517

SECTION 220518 - ESCUTCHEONS FOR PLUMBING PIPING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Escutcheons.
2. Floor plates.

1.2 SUBMITTALS

A. Product Data: For each type of product indicated.

PART 2 - PRODUCTS

2.1 ESCUTCHEONS

A. One-Piece, Cast-Brass Type: With rough-brass finish and setscrew fastener.

B. One-Piece, Deep-Pattern Type: Deep-drawn, box-shaped brass with chrome-plated finish and spring-clip fasteners.

C. One-Piece, Stamped-Steel Type: With chrome-plated finish and spring-clip fasteners.

2.2 FLOOR PLATES

A. One-Piece Floor Plates: Cast-iron flange with holes for fasteners.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install escutcheons for piping penetrations of walls, ceilings, and finished floors.

B. Install escutcheons with ID to closely fit around pipe, tube, and insulation of piping and with OD that completely covers opening.

1. Escutcheons for New Piping:

a. Piping with Fitting or Sleeve Protruding from Wall: One-piece, deep-pattern type.
b. Chrome-Plated Piping: One-piece, cast-brass type with polished, chrome-plated finish.
c. Insulated Piping: One-piece, stamped-steel type.
d. Bare Piping at Wall and Floor Penetrations in Finished Spaces: One-piece, cast-brass type with polished, chrome-plated finish.
e. Bare Piping at Wall and Floor Penetrations in Finished Spaces: One-piece, stamped-steel type.
f. Bare Piping at Ceiling Penetrations in Finished Spaces: One-piece, cast-brass type with polished, chrome-plated finish.
g. Bare Piping at Ceiling Penetrations in Finished Spaces: One-piece, stamped-steel type.
h. Bare Piping in Unfinished Service Spaces: One-piece, cast-brass type with rough-brass finish.
i. Bare Piping in Unfinished Service Spaces: One-piece, stamped-steel type.
j. Bare Piping in Equipment Rooms: One-piece, cast-brass type with rough-brass finish.
k. Bare Piping in Equipment Rooms: One-piece, stamped-steel type.

C. Install floor plates for piping penetrations of equipment-room floors.

D. Install floor plates with ID to closely fit around pipe, tube, and insulation of piping and with OD that completely covers opening.

1. New Piping: One-piece, floor-plate type.

3.2 FIELD QUALITY CONTROL

A. Replace broken and damaged escutcheons and floor plates using new materials.

END OF SECTION 220518

SECTION 220529 - HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Metal pipe hangers and supports.
2. Trapeze pipe hangers.
3. Fastener systems.
4. Pipe positioning systems.

1.2 PERFORMANCE REQUIREMENTS

A. Structural Performance: Hangers and supports for plumbing piping and equipment shall withstand the effects of gravity loads and stresses within limits and under conditions indicated according to ASCE/SEI 7.

1. Design supports for multiple pipes capable of supporting combined weight of supported systems, system contents, and test water.

1.3 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Shop Drawings: Show fabrication and installation details and include calculations for the following; include Product Data for components:

1. Trapeze pipe hangers.

C. Welding certificates.

1.4 QUALITY ASSURANCE

A. Structural Steel Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."

PART 2 - PRODUCTS

2.1 METAL PIPE HANGERS AND SUPPORTS

A. Carbon-Steel Pipe Hangers and Supports:

1. Description: MSS SP-58, Types 1 through 58, factory-fabricated components.
2. Galvanized Metallic Coatings: Pregalvanized or hot dipped.
3. Nonmetallic Coatings: Plastic coating, jacket, or liner.
4. Padded Hangers: Hanger with fiberglass or other pipe insulation pad or cushion to support bearing surface of piping.
5. Hanger Rods: Continuous-thread rod, nuts, and washer made of carbon steel.

B. Stainless-Steel Pipe Hangers and Supports:

1. Description: MSS SP-58, Types 1 through 58, factory-fabricated components.
2. Padded Hangers: Hanger with fiberglass or other pipe insulation pad or cushion to support bearing surface of piping.
3. Hanger Rods: Continuous-thread rod, nuts, and washer made of stainless steel.

C. Copper Pipe Hangers:

1. Description: MSS SP-58, Types 1 through 58, copper-coated-steel, factory-fabricated components.
2. Hanger Rods: Continuous-thread rod, nuts, and washer made of stainless steel.

2.2 TRAPEZE PIPE HANGERS

A. Description: MSS SP-69, Type 59, shop- or field-fabricated pipe-support assembly made from structural carbon-steel shapes with MSS SP-58 carbon-steel hanger rods, nuts, saddles, and U-bolts.

2.3 FASTENER SYSTEMS

A. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete with pull-out, tension, and shear capacities appropriate for supported loads and building materials where used.

B. Mechanical-Expansion Anchors: Insert-wedge-type, zinc-coated steel anchors, for use in hardened portland cement concrete; with pull-out, tension, and shear capacities appropriate for supported loads and building materials where used.

2.4 PIPE POSITIONING SYSTEMS

A. Description: IAPMO PS 42, positioning system of metal brackets, clips, and straps for positioning piping in pipe spaces; for plumbing fixtures in commercial applications.

2.5 MISCELLANEOUS MATERIALS

A. Structural Steel: ASTM A 36/A 36M, carbon-steel plates, shapes, and bars; black and galvanized.

B. Grout: ASTM C 1107, factory-mixed and -packaged, dry, hydraulic-cement, nonshrink and nonmetallic grout; suitable for interior and exterior applications.

1. Properties: Nonstaining, noncorrosive, and nongaseous.
2. Design Mix: 5000-psi (34.5-MPa), 28-day compressive strength.

PART 3 - EXECUTION

3.1 HANGER AND SUPPORT INSTALLATION

A. Metal Pipe-Hanger Installation: Comply with MSS SP-69 and MSS SP-89. Install hangers, supports, clamps, and attachments as required to properly support piping from the building structure.

B. Metal Trapeze Pipe-Hanger Installation: Comply with MSS SP-69 and MSS SP-89. Arrange for grouping of parallel runs of horizontal piping, and support together on field-fabricated trapeze pipe hangers.

1. Pipes of Various Sizes: Support together and space trapezes for smallest pipe size or install intermediate supports for smaller diameter pipes as specified for individual pipe hangers.
2. Field fabricate from ASTM A 36/A 36M, carbon-steel shapes selected for loads being supported. Weld steel according to AWS D1.1/D1.1M.

C. Fastener System Installation:

1. Install powder-actuated fasteners for use in lightweight concrete or concrete slabs less than 4 inches (100 mm) thick in concrete after concrete is placed and completely cured. Use operators that are licensed by powder-actuated tool manufacturer. Install fasteners according to powder-actuated tool manufacturer's operating manual.
2. Install mechanical-expansion anchors in concrete after concrete is placed and completely cured. Install fasteners according to manufacturer's written instructions.

D. Pipe Positioning-System Installation: Install support devices to make rigid supply and waste piping connections to each plumbing fixture. See Division 22 plumbing fixture Sections for requirements for pipe positioning systems for plumbing fixtures.

E. Install hangers and supports complete with necessary attachments, inserts, bolts, rods, nuts, washers, and other accessories.

F. Install hangers and supports to allow controlled thermal and seismic movement of piping systems, to permit freedom of movement between pipe anchors, and to facilitate action of expansion joints, expansion loops, expansion bends, and similar units.

G. Install lateral bracing with pipe hangers and supports to prevent swaying.

H. Install building attachments within concrete slabs or attach to structural steel. Install additional attachments at concentrated loads, including valves, flanges, and strainers, NPS 2-1/2 (DN 65) and larger and at changes in direction of piping. Install concrete inserts before concrete is placed; fasten inserts to forms and install reinforcing bars through openings at top of inserts.

I. Load Distribution: Install hangers and supports so that piping live and dead loads and stresses from movement will not be transmitted to connected equipment.

J. Pipe Slopes: Install hangers and supports to provide indicated pipe slopes and to not exceed maximum pipe deflections allowed by ASME B31.9 for building services piping.

K. Insulated Piping:

1. Attach clamps and spacers to piping.

a. Piping Operating above Ambient Air Temperature: Clamp may project through insulation.
b. Piping Operating below Ambient Air Temperature: Use thermal-hanger shield insert with clamp sized to match OD of insert.
c. Do not exceed pipe stress limits allowed by ASME B31.9 for building services piping.

3.2 METAL FABRICATIONS

A. Cut, drill, and fit miscellaneous metal fabrications for trapeze pipe hangers.

B. Fit exposed connections together to form hairline joints. Field weld connections that cannot be shop welded because of shipping size limitations.

C. Field Welding: Comply with AWS D1.1/D1.1M procedures for shielded, metal arc welding; appearance and quality of welds; and methods used in correcting welding work; and with the following:

1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
2. Obtain fusion without undercut or overlap.
3. Remove welding flux immediately.
4. Finish welds at exposed connections so no roughness shows after finishing and so contours of welded surfaces match adjacent contours.

3.3 ADJUSTING

A. Hanger Adjustments: Adjust hangers to distribute loads equally on attachments and to achieve indicated slope of pipe.

B. Trim excess length of continuous-thread hanger and support rods to 1-1/2 inches (40 mm).

3.4 PAINTING

A. Touchup: Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.

1. Apply paint by brush or spray to provide a minimum dry film thickness of 2.0 mils (0.05 mm).

B. Touchup: Cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint on miscellaneous metal are specified in Division 09 painting Sections.

C. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

3.5 HANGER AND SUPPORT SCHEDULE

A. Specific hanger and support requirements are in Sections specifying piping systems and equipment.

B. Comply with MSS SP-69 for pipe-hanger selections and applications that are not specified in piping system Sections.

C. Use hangers and supports with galvanized metallic coatings for piping and equipment that will not have field-applied finish.

D. Use nonmetallic coatings on attachments for electrolytic protection where attachments are in direct contact with copper tubing.

E. Use carbon-steel pipe hangers and supports and attachments for general service applications.

F. Use stainless-steel pipe hangers and stainless-steel attachments for hostile environment applications.

G. Use copper-plated pipe hangers and copper or stainless-steel attachments for copper piping and tubing.

H. Use padded hangers for piping that is subject to scratching.

I. Use thermal-hanger shield inserts for insulated piping and tubing.

J. Horizontal-Piping Hangers and Supports: Unless otherwise indicated and except as specified in piping system Sections, install the following types:

1. Adjustable, Steel Clevis Hangers (MSS Type 1): For suspension of noninsulated or insulated, stationary pipes NPS 1/2 to NPS 30 (DN 15 to DN 750).
2. Carbon- or Alloy-Steel, Double-Bolt Pipe Clamps (MSS Type 3): For suspension of pipes NPS 3/4 to NPS 36 (DN 20 to DN 900), requiring clamp flexibility and up to 4 inches (100 mm) of insulation.
3. Adjustable, Steel Band Hangers (MSS Type 7): For suspension of noninsulated, stationary pipes NPS 1/2 to NPS 8 (DN 15 to DN 200).
4. U-Bolts (MSS Type 24): For support of heavy pipes NPS 1/2 to NPS 30 (DN 15 to DN 750).
5. Pipe Saddle Supports (MSS Type 36): For support of pipes NPS 4 to NPS 36 (DN 100 to DN 900), with steel-pipe base stanchion support and cast-iron floor flange or carbon-steel plate.

K. Vertical-Piping Clamps: Unless otherwise indicated and except as specified in piping system Sections, install the following types:

1. Extension Pipe or Riser Clamps (MSS Type 8): For support of pipe risers NPS 3/4 to NPS 24 (DN 24 to DN 600).
2. Carbon- or Alloy-Steel Riser Clamps (MSS Type 42): For support of pipe risers NPS 3/4 to NPS 24 (DN 20 to DN 600) if longer ends are required for riser clamps.

L. Hanger-Rod Attachments: Unless otherwise indicated and except as specified in piping system Sections, install the following types:

1. Steel Turnbuckles (MSS Type 13): For adjustment up to 6 inches (150 mm) for heavy loads.

M. Building Attachments: Unless otherwise indicated and except as specified in piping system Sections, install the following types:

1. Steel or Malleable Concrete Inserts (MSS Type 18): For upper attachment to suspend pipe hangers from concrete ceiling.
2. Top-Beam C-Clamps (MSS Type 19): For use under roof installations with bar-joist construction, to attach to top flange of structural shape.
3. Side-Beam or Channel Clamps (MSS Type 20): For attaching to bottom flange of beams, channels, or angles.
4. Center-Beam Clamps (MSS Type 21): For attaching to center of bottom flange of beams.
5. Welded Beam Attachments (MSS Type 22): For attaching to bottom of beams if loads are considerable and rod sizes are large.
6. C-Clamps (MSS Type 23): For structural shapes.
7. Welded-Steel Brackets: For support of pipes from below, or for suspending from above by using clip and rod. Use one of the following for indicated loads:

    a. Light (MSS Type 31): 750 lb (340 kg).
    b. Medium (MSS Type 32): 1500 lb (680 kg).
    c. Heavy (MSS Type 33): 3000 lb (1360 kg).

8. Side-Beam Brackets (MSS Type 34): For sides of steel or wooden beams.
9. Plate Lugs (MSS Type 57): For attaching to steel beams if flexibility at beam is required.

N. Saddles and Shields: Unless otherwise indicated and except as specified in piping system Sections, install the following types:

1. Steel-Pipe-Covering Protection Saddles (MSS Type 39): To fill interior voids with insulation that matches adjoining insulation.
2. Protection Shields (MSS Type 40): Of length recommended in writing by manufacturer to prevent crushing insulation.

O. Comply with MSS SP-69 for trapeze pipe-hanger selections and applications that are not specified in piping system Sections.

P. Use powder-actuated fasteners or mechanical-expansion anchors instead of building attachments where required in concrete construction.

Q. Use pipe positioning systems in pipe spaces behind plumbing fixtures to support supply and waste piping for plumbing fixtures.

END OF SECTION 220529

SECTION 221316 - SANITARY WASTE AND VENT PIPING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Pipe, tube, and fittings.
2. Specialty pipe fittings.

1.2 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Field quality-control reports.

1.3 QUALITY ASSURANCE

A. Piping materials shall bear label, stamp, or other markings of specified testing agency.

PART 2 - PRODUCTS

2.1 PIPING MATERIALS

A. Comply with requirements in "Piping Schedule" Article for applications of pipe, tube, fitting materials, and joining methods for specific services, service locations, and pipe sizes.

2.2 HUB-AND-SPIGOT, CAST-IRON SOIL PIPE AND FITTINGS

A. Pipe and Fittings: ASTM A 74, Service class.

B. Gaskets: ASTM C 564, rubber.

2.3 SPECIALTY PIPE FITTINGS

A. Transition Couplings:

1. General Requirements: Fitting or device for joining piping with small differences in OD's or of different materials. Include end connections same size as and compatible with pipes to be joined.

2. Fitting-Type Transition Couplings: Manufactured piping coupling or specified piping system fitting.
3. Unshielded, Nonpressure Transition Couplings:

    a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

        1) Dallas Specialty & Mfg. Co.
        2) Fernco Inc.
        3) Mission Rubber Company; a division of MCP Industries, Inc.
        4) Plastic Oddities; a division of Diverse Corporate Technologies, Inc.

    b. Standard: ASTM C 1173.
    c. Description: Elastomeric, sleeve-type, reducing or transition pattern. Include shear ring and corrosion-resistant-metal tension band and tightening mechanism on each end.
    d. Sleeve Materials:

        1) For Cast-Iron Soil Pipes: ASTM C 564, rubber.
        2) For Dissimilar Pipes: ASTM D 5926, PVC or other material compatible with pipe materials being joined.

4. Shielded, Nonpressure Transition Couplings:

    a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

        1) Cascade Waterworks Mfg. Co.
        2) Mission Rubber Company; a division of MCP Industries, Inc.

    b. Standard: ASTM C 1460.
    c. Description: Elastomeric or rubber sleeve with full-length, corrosion-resistant outer shield and corrosion-resistant-metal tension band and tightening mechanism on each end.

PART 3 - EXECUTION

3.1 PIPING INSTALLATION

A. 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.

B. Install piping in concealed locations unless otherwise indicated and except in equipment rooms and service areas.

C. 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.

D. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal.

E. Install piping at indicated slopes.

F. Install piping free of sags and bends.

G. Install fittings for changes in direction and branch connections.

H. Make changes in direction for soil and waste drainage and vent piping using appropriate branches, bends, and long-sweep bends. Sanitary tees and short-sweep 1/4 bends may be used on vertical stacks if change in direction of flow is from horizontal to vertical. Use long-turn, double Y-branch and 1/8-bend fittings if two fixtures are installed back to back or side by side with common drain pipe. Straight tees, elbows, and crosses may be used on vent lines. Do not change direction of flow more than 90 degrees. Use proper size of standard increasers and reducers if pipes of different sizes are connected. Reducing size of drainage piping in direction of flow is prohibited.

I. Install soil and waste drainage and vent piping at the following minimum slopes unless otherwise indicated:

1. Building Sanitary Drain: 2 percent downward in direction of flow for piping NPS 3 (DN 80) and smaller; 2 percent downward in direction of flow for piping NPS 4 (DN 100) and larger.
2. Horizontal Sanitary Drainage Piping: 2 percent downward in direction of flow.
3. Vent Piping: 1 percent down toward vertical fixture vent or toward vent stack.

J. Install cast-iron soil piping according to CISPI's "Cast Iron Soil Pipe and Fittings Handbook," Chapter IV, "Installation of Cast Iron Soil Pipe and Fittings."

K. Plumbing Specialties:
1. Install drains in sanitary drainage gravity-flow piping. Comply with requirements for drains specified in Division 22 Section "Sanitary Waste Piping Specialties."

L. Do not enclose, cover, or put piping into operation until it is inspected and approved by authorities having jurisdiction.

M. Install sleeves for piping penetrations of walls, ceilings, and floors. Comply with requirements for sleeves specified in Division 22 Section "Sleeves and Sleeve Seals for Plumbing Piping."

N. Install sleeve seals for piping penetrations of concrete walls and slabs. Comply with requirements for sleeve seals specified in Division 22 Section "Sleeves and Sleeve Seals for Plumbing Piping."

O. Install escutcheons for piping penetrations of walls, ceilings, and floors. Comply with requirements for escutcheons specified in Division 22 Section "Escutcheons for Plumbing Piping."

3.2 JOINT CONSTRUCTION

A. Join hub-and-spigot, cast-iron soil piping with gasket joints according to CISPI's "Cast Iron Soil Pipe and Fittings Handbook" for compression joints.

3.3 SPECIALTY PIPE FITTING INSTALLATION

A. Transition Couplings:

1. Install transition couplings at joints of piping with small differences in OD's.
2. In Drainage Piping: Unshielded, nonpressure transition couplings.

3.4 HANGER AND SUPPORT INSTALLATION

A. Comply with requirements for pipe hanger and support devices and installation specified in Division 22 Section "Hangers and Supports for Plumbing Piping and Equipment."
1. Install stainless-steel pipe hangers for horizontal piping in corrosive environments.
2. Install stainless-steel pipe support clamps for vertical piping in corrosive environments.
3. Vertical Piping: MSS Type 8 or Type 42, clamps.
4. Install individual, straight, horizontal piping runs:

a. 100 Feet (30 m) and Less: MSS Type 1, adjustable, steel clevis hangers.
b. Longer Than 100 Feet (30 m): MSS Type 43, adjustable roller hangers.
c. Longer Than 100 Feet (30 m) if Indicated: MSS Type 49, spring cushion rolls.

5. Multiple, Straight, Horizontal Piping Runs 100 Feet (30 m) or Longer: MSS Type 44, pipe rolls. Support pipe rolls on trapeze.
6. Base of Vertical Piping: MSS Type 52, spring hangers.

B. Support horizontal piping and tubing within 12 inches (300 mm) of each fitting and coupling.

C. Support vertical piping and tubing at base and at each floor.

D. Rod diameter may be reduced one size for double-rod hangers, with 3/8-inch (10-mm) minimum rods.

E. Install hangers for cast-iron soil piping with the following maximum horizontal spacing and minimum rod diameters:

1. NPS 1-1/2 and NPS 2 (DN 40 and DN 50): 60 inches (1500 mm) with 3/8-inch (10-mm) rod.
2. NPS 3 (DN 80): 60 inches (1500 mm) with 1/2-inch (13-mm) rod.
3. NPS 4 and NPS 5 (DN 100 and DN 125): 60 inches (1500 mm) with 5/8-inch (16-mm) rod.
4. Spacing for 10-foot (3-m) lengths may be increased to 10 feet (3 m). Spacing for fittings is limited to 60 inches (1500 mm).

F. Install supports for vertical cast-iron soil piping every 15 feet (4.5 m).

G. Install hangers for copper tubing with the following maximum horizontal spacing and minimum rod diameters:

1. NPS 1-1/4 (DN 32): 72 inches (1800 mm) with 3/8-inch (10-mm) rod.
2. NPS 1-1/2 and NPS 2 (DN 40 and DN 50): 96 inches (2400 mm) with 3/8-inch (10-mm) rod.
3. NPS 2-1/2 (DN 65): 108 inches (2700 mm) with 1/2-inch (13-mm) rod.
4. NPS 3 and NPS 5 (DN 80 and DN 125): 10 feet (3 m) with 1/2-inch (13-mm) rod.

H. Install supports for vertical copper tubing every 10 feet (3 m).

I. Support piping and tubing not listed above according to MSS SP-69 and manufacturer's written instructions.

3.5 CONNECTIONS

A. Drawings indicate general arrangement of piping, fittings, and specialties.

B. Connect soil and waste piping to exterior sanitary sewerage piping. Use transition fitting to join dissimilar piping materials.

C. Connect drainage and vent piping to the following:
1. Plumbing Specialties: Connect drainage and vent piping in sizes indicated, but not smaller than required by plumbing code.
2. Install test tees (wall cleanouts) in conductors near floor and floor cleanouts with cover flush with floor.
3. Comply with requirements for cleanouts and drains specified in Division 22 Section "Sanitary Waste Piping Specialties."

3.6 IDENTIFICATION

A. Identify exposed sanitary waste and vent piping. Comply with requirements for identification specified in Division 22 Section "Identification for Plumbing Piping and Equipment."

3.7 FIELD QUALITY CONTROL

A. During installation, notify authorities having jurisdiction at least 24 hours before inspection must be made. Perform tests specified below in presence of authorities having jurisdiction.

1. Roughing-in Inspection: Arrange for inspection of piping before concealing or closing-in after roughing-in and before setting fixtures.
2. Final Inspection: Arrange for final inspection by authorities having jurisdiction to observe tests specified below and to ensure compliance with requirements.

B. Reinspection: If authorities having jurisdiction find that piping will not pass test or inspection, make required corrections and arrange for reinspection.

C. Reports: Prepare inspection reports and have them signed by authorities having jurisdiction.

D. Test sanitary drainage and vent piping according to procedures of authorities having jurisdiction or, in absence of published procedures, as follows:

1. Test for leaks and defects in new piping and parts of existing piping that have been altered, extended, or repaired. If testing is performed in segments, submit separate report for each test, complete with diagram of portion of piping tested.
2. Leave uncovered and unconcealed new, altered, extended, or replaced drainage and vent piping until it has been tested and approved. Expose work that was covered or concealed before it was tested.
3. Roughing-in Plumbing Test Procedure: Test drainage and vent piping except outside leaders on completion of roughing-in. Close openings in piping system and fill with water to point of overflow, but not less than 10-foot head of water (30 kPa). From 15 minutes before inspection starts to completion of inspection, water level must not drop. Inspect joints for leaks.
4. Repair leaks and defects with new materials and retest piping, or portion thereof, until satisfactory results are obtained.
5. Prepare reports for tests and required corrective action.

3.8 CLEANING AND PROTECTION

A. Clean interior of piping. Remove dirt and debris as work progresses.

B. Protect drains during remainder of construction period to avoid clogging with dirt and debris and to prevent damage from traffic and construction work.

C. Place plugs in ends of uncompleted piping at end of day and when work stops.

3.9 PIPING SCHEDULE

A. Flanges and unions may be used on aboveground pressure piping unless otherwise indicated.

B. Aboveground, soil and waste piping NPS 4 (DN 100) and smaller shall be the following:

1. Service class, cast-iron soil pipe and fittings; gaskets; and gasketed joints.
2. Dissimilar Pipe-Material Couplings: Unshielded, nonpressure transition couplings.

C. Aboveground, vent piping NPS 4 (DN 100) and smaller shall be any of the following:

1. Service class, cast-iron soil pipe and fittings; gaskets; and gasketed joints.
2. Dissimilar Pipe-Material Couplings: Unshielded, nonpressure transition couplings.

END OF SECTION 221316

SECTION 221319 - SANITARY WASTE PIPING SPECIALTIES

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following sanitary drainage piping specialties:
   1. Cleanouts.
   2. Floor drains.
   3. Miscellaneous sanitary drainage piping specialties.

1.2 SUBMITTALS

A. Product Data: For each type of product indicated.

1.3 QUALITY ASSURANCE

A. Drainage piping specialties shall bear label, stamp, or other markings of specified testing agency.

PART 2 - PRODUCTS

2.1 CLEANOUTS

A. Exposed Cast-Iron Cleanouts:
   1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

      a. Josam Company; Josam Div.
      b. MIFAB, Inc.
      c. Smith, Jay R. Mfg. Co.; Division of Smith Industries, Inc.
      d. Tyler Pipe; Wade Div.
      e. Watts Drainage Products Inc.
      f. Zurn Plumbing Products Group; Specification Drainage Operation.

   2. Standard: ASME A112.36.2M for cast iron for cleanout test tee.
   3. Size: Same as connected drainage piping
   4. Body Material: Hub-and-spigot, cast-iron soil pipe T-branch as required to match connected piping.
   5. Closure: Countersunk, cast-iron plug.
   6. Closure Plug Size: Same as or not more than one size smaller than cleanout size.

2.2 FLOOR DRAINS

A. Cast-Iron Floor Drains:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   a. Josam Company; Josam Div.
   b. MIFAB, Inc.
   c. Smith, Jay R. Mfg. Co.; Division of Smith Industries, Inc.
   d. Tyler Pipe; Wade Div.
   e. Watts Drainage Products Inc.
   f. Zurn Plumbing Products Group; Specification Drainage Operation.

2. Standard: ASME A112.6.3.
3. Pattern: Institutional-type Floor drain.
4. Body Material: Cast iron.
5. Seepage Flange: Not required.
6. Anchor Flange: Required.
7. Clamping Device: Required.
8. Outlet: Side.
9. Coating on Interior and Exposed Exterior Surfaces: Acid-resistant enamel.
10. Sediment Bucket: Not required.
11. Top or Strainer Material: Nickel bronze.
12. Top of Body and Strainer Finish: Nickel bronze.
13. Top Shape: Round.
14. Dimensions of Top or Strainer: 5-inch body with 4-inch slotted strainer and spanner-type vandal-proof screws.
15. Top Loading Classification: Medium Duty.
16. Funnel: Not required.
17. Inlet Fitting: Gray iron, with threaded inlet and threaded or spigot outlet, and trap-seal primer valve connection.
18. Trap Material: Cast iron.
19. Trap Pattern: Integral.
20. Trap Features: Not Required

2.3 MISCELLANEOUS SANITARY DRAINAGE PIPING SPECIALTIES

A. Deep-Seal Traps:

1. Description: Cast-iron or bronze casting, with inlet and outlet matching connected piping and cleanout trap-seal primer valve connection.
2. Size: Same as connected waste piping.

   a. NPS 2 (DN 50): 4-inch- (100-mm-) minimum water seal.
   b. NPS 2-1/2 (DN 65) and Larger: 5-inch- (125-mm-) minimum water seal.

B. Floor-Drain, Trap-Seal Primer Fittings:

1. Description: Cast iron, with threaded inlet and threaded or spigot outlet, and trap-seal primer valve connection.

2. Size: Same as floor drain outlet with NPS 1/2 (DN 15) side inlet.

C. Sleeve Flashing Device:

1. Description: Manufactured, cast-iron fitting, with clamping device, that forms sleeve for pipe floor penetrations of floor membrane. Include galvanized-steel pipe extension in top of fitting that will extend 1 inch (25 mm) above finished floor and galvanized-steel pipe extension in bottom of fitting that will extend through floor slab.
2. Size: As required for close fit to riser or stack piping.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Refer to Division 22 Section "Common Work Results for Plumbing" for piping joining materials, joint construction, and basic installation requirements.

B. Install cleanouts in aboveground piping and building drain piping according to the following, unless otherwise indicated:

1. Size same as drainage piping up to NPS 4 (DN 100). Use NPS 4 (DN 100) for larger drainage piping unless larger cleanout is indicated.
2. Locate at each change in direction of piping greater than 45 degrees.
3. Locate at minimum intervals of 50 feet (15 m) for piping NPS 4 (DN 100) and smaller and 100 feet (30 m) for larger piping.
4. Locate at base of each vertical soil and waste stack.

C. For cleanouts located in concealed piping, install cleanout wall access covers, of types indicated, with frame and cover flush with finished wall.

D. Install floor drains at low points of surface areas to be drained. Set grates of drains flush with finished floor, unless otherwise indicated.

1. Position floor drains for easy access and maintenance.
2. Set floor drains below elevation of surrounding finished floor to allow floor drainage. Set with grates depressed according to the following drainage area radii:
   a. Radius, 60 Inches (1500 mm) or Larger: Equivalent to 1 percent slope, but not greater than 1-inch (25-mm) total depression.

3. Install floor-drain flashing collar or flange so no leakage occurs between drain and adjoining flooring. Maintain integrity of waterproof membranes where penetrated.
4. Install individual traps for floor drains connected to sanitary building drain, unless otherwise indicated.

E. Install deep-seal traps on floor drains and other waste outlets, if indicated.

F. Install floor-drain, trap-seal primer fittings on inlet to floor drains that require trap-seal primer connection.

1. Exception: Fitting may be omitted if trap has trap-seal primer connection.
2. Size: Same as floor drain inlet.

G. Install sleeve flashing device with each riser and stack passing through floors with waterproof membrane.

H. Install traps on plumbing specialty drain outlets. Omit traps on indirect wastes unless trap is indicated.

3.2 CONNECTIONS

A. Piping installation requirements are specified in other Division 22 Sections. Drawings indicate general arrangement of piping, fittings, and specialties.

B. Install piping adjacent to equipment to allow service and maintenance.

3.3 FLASHING INSTALLATION

A. Fabricate flashing from single piece unless large pans, sumps, or other drainage shapes are required. Join flashing according to the following if required:

1. Lead Sheets: Burn joints of lead sheets 6.0-lb/sq. ft. (30-kg/sq. m), 0.0938-inch (2.4-mm) thickness or thicker. Solder joints of lead sheets 4.0-lb/sq. ft. (20-kg/sq. m), 0.0625-inch (1.6-mm) thickness or thinner.

B. Install sheet flashing on pipes, sleeves, and specialties passing through or embedded in floors and roofs with waterproof membrane.

1. Pipe Flashing: Sleeve type, matching pipe size, with minimum length of 10 inches (250 mm), and skirt or flange extending at least 8 inches (200 mm) around pipe.
2. Sleeve Flashing: Flat sheet, with skirt or flange extending at least 8 inches (200 mm) around sleeve.
3. Embedded Specialty Flashing: Flat sheet, with skirt or flange extending at least 8 inches (200 mm) around specialty.

C. Set flashing on floors in solid coating of bituminous cement.

D. Secure flashing into sleeve and specialty clamping ring or device.

3.4 LABELING AND IDENTIFYING

A. Equipment Nameplates and Signs: Install engraved plastic-laminate equipment nameplate or sign on or near each grease interceptor.

B. Distinguish among multiple units, inform operator of operational requirements, indicate safety and emergency precautions, and warn of hazards and improper operations, in addition to

identifying unit. Nameplates and signs are specified in Division 22 Section "Identification for Plumbing Piping and Equipment."

3.5 PROTECTION

A. Protect drains during remainder of construction period to avoid clogging with dirt or debris and to prevent damage from traffic or construction work.

B. Place plugs in ends of uncompleted piping at end of each day or when work stops.

END OF SECTION 221319

SECTION 260513 - MEDIUM-VOLTAGE CABLES

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes cables, splices, terminations, and accessories for medium-voltage electrical distribution systems.

1.2 SUBMITTALS

A. Product Data: For each type of cable, splice and termination.

B. Field quality-control test reports.

1.3 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

B. Comply with IEEE C2 and NFPA 70.

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. Cables:

    a. American Insulated Wire Corp.; a Leviton Company.
    b. BICC Brand-Rex Company.
    c. General Cable Corporation.
    d. Kerite Co. (The); Hubbell Incorporated.
    e. Okonite Company (The).
    f. Pirelli Cables & Systems NA.
    g. Rome Cable Corporation.
    h. Southwire Company.

2. Cable Splicing and Terminating Products and Accessories:

a. Engineered Products Co.
b. G&W Electric Co.
c. MPHusky.
d. Raychem Corp.; Telephone Energy and Industrial Division.
e. RTE Components; Cooper Power Systems, Inc.
f. Scott Fetzer Co. (The); Adalet, Inc.
g. Thomas & Betts Corporation.
h. Thomas & Betts/Elastimold.
i. 3M Company; Electrical Products Division.

2.2 CABLES

A. Cable Type: MV90, with copper conductor and concentric lay, class B stranding.

B. Comply with UL-1072, AEIC CS8, ICEA S-93-639, and ICEA S-97-682.

C. Strand Filling: Conductor interstices are filled with impermeable compound.

D. Conductor Insulation: Crosslinked polyethylene.

E. Shielding: Copper tape, helically applied over semiconducting insulation shield.

F. Shielding and Jacket: Corrugated copper drain wires embedded in extruded, chlorinated, polyethylene jacket.

G. Cable Jacket: Sunlight-resistant PVC.

2.3 SPLICE KITS

A. Splice Kits: Comply with IEEE 404; type as recommended by cable or splicing kit manufacturer for the application.

1. Combination tape and cold-shrink-rubber sleeve kit with rejacketing by cast-epoxy-resin encasement or other waterproof, abrasion-resistant material.
2. Heat-shrink splicing kit, polymeric construction with outer heat-shrink jacket.
3. Premolded, cold-shrink-rubber, in-line splicing kit.
4. Premolded EPDM splicing body kit with cable joint sealed by interference fit of mating parts and cable.

2.4 SOLID TERMINATIONS

A. Multiconductor Cable Sheath Seals: Type recommended by seal manufacturer for type of cable and installation conditions, including orientation.

1. Compound-filled, cast-metal body, metal-clad cable terminator for metal-clad cable with external plastic jacket.

2. Cold-shrink sheath seal kit with preformed sleeve openings sized for cable and insulated conductors.
3. Heat-shrink sheath seal kit with phase- and ground-conductor rejacketing tubes, cable-end sealing boot, and sealing plugs for unused ground-wire openings in boot.
4. Cast-epoxy-resin sheath seal kit with wraparound mold and packaged, two-part, epoxy-resin casting material.

B. Shielded-Cable Terminations: Comply with the following classes of IEEE 48. Insulation class is equivalent to that of cable. Include shield ground strap for shielded cable terminations.

1. Class 1 Terminations: Modular type, furnished as a kit, with stress-relief tube; multiple, molded-silicone rubber, insulator modules; shield ground strap; and compression-type connector.
2. Class 1 Terminations: Heat-shrink type with heat-shrink inner stress control and outer nontracking tubes; multiple, molded, nontracking skirt modules; and compression-type connector.
3. Class 1 Terminations: Modular type, furnished as a kit, with stress-relief shield terminator; multiple-wet-process, porcelain, insulator modules; shield ground strap; and compression-type connector.
4. Class 1 Terminations, Indoors: Kit with stress-relief tube, nontracking insulator tube, shield ground strap, compression-type connector, and end seal.
5. Class 2 Terminations, Indoors: Kit with stress-relief tube, nontracking insulator tube, shield ground strap, and compression-type connector. Include silicone-rubber tape, cold-shrink-rubber sleeve, or heat-shrink plastic-sleeve moisture seal for end of insulation whether or not supplied with kits.
6. Class 3 Terminations: Kit with stress cone and compression-type connector.

C. Nonshielded-Cable Terminations: Kit with compression-type connector. Include silicone-rubber tape, cold-shrink-rubber sleeve, or heat-shrink plastic-sleeve moisture seal for end of insulation whether or not supplied with kits.

2.5 SEPARABLE INSULATED CONNECTORS

A. Description: Modular system, complying with IEEE 386, with disconnecting, single-pole, cable terminators and with matching, stationary, plug-in, dead-front terminals designed for cable voltage and for sealing against moisture.

B. Terminations at Distribution Points: Modular type, consisting of terminators installed on cables and modular, dead-front, terminal junctions for interconnecting cables.

C. Load-Break Cable Terminators: Elbow-type units with 200-A load make/break and continuous-current rating. Include test point on terminator body that is capacitance coupled.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install cables according to IEEE 576.

B. Pull Conductors: Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.

C. Install exposed cables parallel and perpendicular to surfaces of exposed structural members and follow surface contours where possible.

D. Support cables according to Division 26 Section "Common Work Results for Electrical."

E. Install direct-buried cables on leveled and tamped bed of 3-inch- (75-mm-) thick, clean sand. Separate cables crossing other cables or piping by a minimum of 4 inches (100 mm) of tamped earth.

1. Install permanent markers at ends of cable runs, changes in direction, and buried splices.
2. Install "buried-cable" warning tape 12 inches (305 mm) above cables.

F. Install cable splices at pull points and elsewhere as indicated; use standard kits.

G. Install separable insulated-connector components as follows:

1. Protective Cap: At each terminal junction, with one on each terminal to which no feeder is indicated to be connected.
2. Portable Feed-Through Accessory: Three.
3. Standoff Insulator: Three.

H. Ground shields and metal bodies of shielded cable at terminations, splices, and separable insulated connectors.

3.2 FIELD QUALITY CONTROL

A. Testing: Perform the following field quality-control testing:

1. Perform each electrical test and visual and mechanical inspection stated in NETA ATS, Section 7.3.2. Certify compliance with test parameters.

END OF SECTION 260513