This is a Cover Sheet to the State's Owner and Contractor Standard Construction Contract, known as the *MICHSPEC™* Division 0 Specifications. The *MICHSPEC™* Division 0 Specifications have been developed from the FORMSPEC™ Michigan Model, 1997 Edition. Although the State's 2008 Version of the Division 0 Specifications are written as simply as practical, it is nonetheless advisable to consult with companion Guide to Specifiers when preparing specifications for a specific project. These Division 0 Specifications were developed by incorporating provisions and requirements furnished by the State into the FORMSPEC™ Michigan Model. These Division 0 Specifications have undergone detailed technical reviews by Department of Technology, Management and Budget, **State Facilities Administration** representatives and detailed legal reviews by the Department of the Attorney General for the State of Michigan. Specifiers are encouraged to consult with a Division 0 specifications specialist or an attorney knowledgeable in public contracts when preparing specifications for a specific project.

STATE OF MICHIGAN

DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET

STATE FACILITIES ADMINISTRATION

MICHSPEC™ 2008 VERSION, OWNER AND CONTRACTOR

STANDARD CONTRACT FORMS AND CONDITIONS OF THE CONTRACT

MICHSPEC™ No. 97.0820 – 00020 THROUGH 97.0820 – 00440

RELEASED ON NOVEMBER 1, 1997.

Developed from
Contract Forms and Conditions of the Contract
FORMSPEC™ Michigan Model
and suggested for use with
Bidding Requirements

File No. 171/26231.ABG
Department of Technology, Management and Budget
Ottawa Building – SIGMA Move to First Floor
Lansing, Michigan

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TITLE	SHEETS THRU
GENERAL	G000, G001
ARCHITECTURAL	A001, A002, AD101, AD121, A101, A121, A141, A161, A421, A602
HEATING, VENTILATING AND AIR CONDITIONING	M000, MD101, M101, M401, M600
FIRE PROTECTION	F000, F101
ELECTRICAL	E001, ED101, E101, E201, E801

SECTION 00020 GLOSSARY

1.1 Defined Terms:

1.1.1. The following terms or relative pronouns used in Division 0 of the Specifications have these intent and meanings:

Activity– An element in the Progress Schedule establishing a requisite step, or the time and resources required, for completing the part of the Work associated with that Activity.

Addenda– Written instruments that are used by the **Owner** and/or **Professional** to incorporate interpretations or clarifications, modifications, and other information into the Bidding Documents. An Addendum issued after Bid opening to those Bidders who submitted a Bid, for the purpose of rebidding the Work without readvertising, is referred to as a post-Bid Addendum.

Agreement– The written agreement between the **Owner** and **Contractor** covering the Work to be furnished and performed.

Alternate– Refers to Work specified in the Bidding Documents for which the Bidder shall bid a Bid Price in the space provided in the Schedule of Alternates in Section 00300 Bid Form.

Apparent Low Bidder:- Those Bidders whose Base Bid, when added to those specific Alternates the Owner intends to accept, yields the three lowest sums of Base Bid and Alternates. Additional Bidders may be considered Apparent Low Bidders if their Base Bid, when added to those specific Alternates the Owner intends to accept, yields a sum within 10% of the lowest of the Apparent Low Bidder's sum. If a qualified disabled veteran meets the requirements of the contract solicitation and with the veteran's preference is the lowest Bidder is considered the Apparent Low Bidder.

Archaeological Feature– Any prehistoric or historic deposit of archaeological value, as determined by a representative of a State agency that is duly authorized to evaluate such findings and render such judgments. An Archaeological Feature deposit may include, but is not limited to Indian habitations, ceremonial sites, abandoned settlements, treasure trove, artifacts, or other objects with intrinsic archaeological value and that relate to the history and culture of the State of Michigan.

As-Planned Schedule– The **Contractor's** Revision 0 Progress Schedule returned to the **Contractor** as "Resubmittal Not Required," with or without comments or objections noted.

Authorized Technical Data– Information and data contained in a report of exploration and tests of subsurface conditions that are expressly designated in paragraph 2.0 of Section 00210 Information for Bidders. Also, any physical data (dimension, location, conditions, etc.) contained in those drawings of physical conditions of existing surface and subsurface facilities identified in paragraph 3.0 of Section 00210 Information for Bidders.

Bar Chart Schedule– Activity schedule, in a bar chart format, that accounts for the entire Work at a level of detail commensurate with the Progress Schedule requirements of the Contract Documents.

STATE OF MICHIGAN MODEL
Developed from FORMSPEC™ Michigan Model.

Bid– Written offer by a Bidder for the Work, as specified, which designates the Bidder's Base Bid and Bid Prices for all Alternates. The term *Bid* includes a *Rebid*.

Bidder– The Person acting directly, or through an authorized representative, who submits a Bid directly to the **Owner**.

Bidding Documents– The proposed Contract Documents as advertised, and all Addenda issued before Bid opening, and after Bid opening, if the Work is rebid without readvertising.

Bid Price– The Bidder's price for a lump sum item of Work, or the product of the Bidder's unit price for an item of Unit Price Work times the quantity given on the Bid Form for that item.

Bid Security– A security serving as a guarantee that the Bidder will conform to all conditions requisite for its return or as liquidated damages in the event of failure or refusal to conform.

Bidding Requirements– The Advertisement, Instructions to Bidders (including Attachment A), Supplementary Instructions, Information for Bidders, Bid Form, Bid Form Attachments and Qualification Submittals, as advertised and as modified by Addenda, and any other Section included within Division 0 of the Bidding Documents for the purpose of governing bidding and award of the Contract.

AD Board– The Administrative Board of the State of Michigan.

Bonds– *Section 00310 Bid Bond, Section 00610 Performance Bond* and *Section 00620 Payment Bond* are security furnished by the **Contractor**, as required by the Contract Documents.

Business Day– Any Day except Saturdays, Sundays and holidays observed by the **Owner.**

Bulletin– A standard **DTMB or other PSC** form used by the **PSC & Owner** to describe a change in the Work under consideration by the **Owner** and to request the **Contractor** to submit a proposal for the corresponding adjustment in Contract Price and/or Contract Time, if any.

Calendar Day– Every day shown on the calendar, Saturdays, Sundays, and holidays included.

Cash Allowance– An **Owner**-specified sum included within the Contract Price to reimburse the **Contractor** for the actual purchase/furnished cost of materials and/or equipment or other designated items, as specifically provided in the Contract Documents. Although the scope (e.g., the required quantity) of any Work covered by a Cash Allowance is sufficiently detailed in the Contract Documents for the purposes of bidding the required labor costs, Subcontract costs, construction equipment costs and general conditions costs and Fee, it is understood that the required materials, equipment or other designated items are of uncertain purchase cost at the time of Bid or are yet to be specified in more detail by the **Professional** as to quality, appearance, durability, finish and such other necessary features affecting purchase price.

Change Authorization– A written order issued and signed by the **Professional,** which directs changes in the Work that require no adjustment in Contract Price or Contract Time, or which allows for variations in the quantities of Unit Price Work.

Change Order– A written order issued and signed by the **Owner**, which amends the Contract Documents for changes in the Work or an adjustment in Contract Price and/or Contract Time, or both.

Construction Mechanic– A skilled or unskilled mechanic, laborer, worker, helper, assistant, or apprentice working on a state project but shall not include executive, administrative, professional, office, or custodial employees

Contact Person– Individual in the employ of the **Professional** or the **Owner** who is designated as the sole point of contact for prospective Bidders for requests or inquiries concerning the Work and/or the Bidding Documents.

Contract– Refer to the definition in paragraph 1.1 of Section 00500 Agreement. The term “Contract” encompasses the legal obligations of the **Owner** and **Contractor**, as defined by the Contract Documents.

Contract Award– The official action of the **Board**, the **Director-SFA** or the **Director-DCD** awarding the Contract to the **Contractor**.

Contract Documents– Those documents itemized or designated in paragraphs 2.2 through 2.4 of Section 00500 Agreement.

Contract Float– Calendar Days between the **Contractor's** anticipated date for early completion of the Work, or of a specified portion of the Work, if any, and the corresponding Contract Time.

Contract Price– The Contract price for the Work, or a designated portion of the Work, as designated in Section 00500 Agreement or elsewhere in the Contract Documents, is the total compensation, including authorized adjustments, payable by the **Owner** to the **Contractor** (subject to provisions for Unit Price Work).

Contract Times– The Contract Times for the entire Work are the periods allowed, including authorized adjustments, for Substantial Completion and final completion of the Work. The Contract Times for a designated portion of the Work are the periods allowed for Substantial Completion and final completion of any such portion of the Work, as specified in the Contract Documents.

Contractor– Person named "the **Contractor**" in Section 00500 Agreement with whom the **Owner** has entered into the Contract.

Correction Period– The period during which the **Contractor** shall, in accordance with the Contract Documents, (a) correct or, if rejected, remove, and replace Defective Work, and (b) maintain warranties for materials and equipment in full force and effect.

Cost of the Work Involved– The sum of all costs that would be, or were, necessarily incurred by the **Contractor** in providing any Work Involved with the related change, less the costs that would be, or would have been, incurred by the **Contractor** to provide such Work without the related **change**.

CPM Schedule– Computerized, Activity-based Progress Schedule, using Critical Path Method (CPM) techniques, and accounting for the entire Work at a level of detail commensurate with the Progress Schedule requirements of the Contract Documents.

Critical Path Method (CPM)– The Critical Path Method of planning and scheduling. The term "Critical Path" denotes a sequence of Activities controlling achievement of a specified Contract Time.

Date of Commencement of the Contract Time– The date when the Contract Time starts to run.

Defective– An adjective which when referring to or when applied to the term "Work" refers to (a) Work not conforming to the Contract Documents or not meeting the requirements of any inspection, test, or approval, or (b) Work itemized in a Punch List which the **Contractor** fails to complete or correct within a reasonable time after issuance of the Punch List by the **Professional**.

Defective Work/Non-Compliance Notice – A DTMB-0499 form or equivalent issued to identify defective or non-compliant conditions requiring response and remedy by the **Contractor.**

Delay– Any act or omission or other event that in any manner adversely affects or alters the schedule, progress or completion of all or any part of the Work. Delay is a generic term intended to include deferral, stoppage, slow down, interruption and extended performance, and all related hindrance, rescheduling, disruption, interference, inefficiency and productivity and production losses. Tariffs, trade restrictions, or governmental pricing measures do not constitute a Delay and shall not excuse performance or entitle the **Contractor** to additional compensation or time.

Department (DTMB)– Department of Technology, Management and Budget of the State of Michigan. ***Director*** is the Director of the **Department.**

Director-SFA- The Director of **DTMB** State Facilities Administration.

Director-DCD- The Director of **DTMB** State Facilities Administration, **Design and Construction Division**

Division– Each of the numbered, distinct parts (starting with Division 0) into which the Specifications are divided.

Drawings– Part of the Contract Documents showing the Work. Drawings shall neither serve nor be used as Shop Drawings.

Early (Late) Dates– Early (late) times of performance for the Activities.

Emergency– A condition affecting the safety or protection of persons, or the Work, or property at or adjacent to the site.

Fee for the Work Involved (Fee)– A negotiated, percentage mark-up on the Cost of the Work Involved which is allowed to the **Contractor** for (a) reasonable administrative costs, and (b) negotiated, reasonable profit on the Cost of the Work Involved.

General Requirements– Division 1 of the Specifications.

Hazardous Material– Asbestos, ACBMs, PCBs, petroleum products, such construction materials as paint thinners, solvents, gasoline, oil, etc., and any other like material the manufacture, use, treatment, storage, transportation, or disposal of which is regulated by federal, State, or local Laws governing the protection of public health, natural resources, or the environment.

State Facilities Administration- Entity in the **Department** of Technology, Management and Budget responsible for design, construction, and operations and maintenance of facilities and capital renewal.

State Facilities Administration *Representative*- Designated DTMB-SFA **Design and Construction Division Project Director** (a) Responsible for directing and supervising the **Professional's** services during the period allowed for completion of the Work; and/or (b) Acting as representative for the **Owner** and for the enforcement of the Contract Documents, approving payment to the **Contractor** and coordinating the activities of the State, **Owner, Professional** and **Contractor.**

Law(s)– Means federal, state, and local statutes, ordinances, orders, rules and/or regulations.

MCL– The Michigan Compiled Laws of the State of Michigan.

Means and Methods– Includes means, methods, techniques, sequences and/or procedures applicable to the Work.

Notice of Award– Written notice accepting the Bid to the lowest responsive, responsible Bidder and designating the Contract Price (and establishing the Alternates accepted by the **Owner**).

Notice to Proceed– Written notice authorizing the **Contractor** to proceed with the Work, or a designated portion of the Work, and establishing the Date of Commencement of the Contract Time.

On-Site Inspection– The **Professional's** on-site examination of the **Contractor's** completed or in progress Work to determine and verify to the **State Facilities Administration** Representative that the quantity and quality of all Work is in accordance with the requirements of the Contract Documents.

Owner– The State of Michigan, named "the **Owner"** in Section 00500 Agreement, with whom the **Contractor** has entered into the Contract and for whom the Work is to be provided. The State of Michigan includes its departments, agencies, boards, commissions, officers, employees, and agents.

Partial Use– The use, by the **Owner,** of a designated portion of the Work before accomplishing Substantial Completion of the entire Work. Partial Use does not implicate or refer to Substantial Completion of the portion of the Work placed in use by the **Owner**.

Person– Individuals, partnerships, corporations, receivers, trustees, joint ventures, and any combinations of any of them.

Political Subdivision– Any county, city, village, or other local unit of the State, including any agency, department, or instrumentality of any such county, city, village, or other local unit.

Pre–Award Schedule– A Qualification Submittal required of the Apparent Low Bidder before Contract Award, and which is used by the **Owner** in the evaluation of the Apparent Low Bidder's Bid.

Professional Services Contractor (Professional)– The Person or its authorized representative licensed to practice architecture and/or engineering, named as **"Professional"** in Section 00500 Agreement, who has the right and authority assigned in the Contract Documents. The term **Professional** includes the **Professional's** consultants practicing the disciplines required by the Contract Documents. If the **Owner** will function as the **Professional**, such information will be noted in Section 00800 Supplementary Conditions or at the pre-construction conference.

Progress Schedule– Work Schedule that shows the **Contractor's** approach to planning, scheduling, and execution of the Work and that accurately portrays completed Work as to sequencing and timing, as provided in the Contract Documents.

Project– The total construction, which includes the Work and possibly other work, as indicated in the Contract Documents.

Project Field Representative– A **DTMB-SFA** Design and Construction employee or consultant, acting in collaboration and with direction from the **DTMB-SFA-DCD Project Director**, providing on-site, periodic observation and documentation of the Work for compliance with the Contract Documents.

Project Manual– The Book of Specifications, containing Division 0 of the Specifications and the technical Specifications.

Provisionary or Contingency Allowance– An amount included within the Contract Price to reimburse the **Contractor** for the cost to furnish and perform Work that is uncertain, i.e., may not be required, or is of indeterminate scope, i.e., design information and quantities, complexity, etc. are neither shown nor detailed in the Contract Documents. Work authorized under any Provisionary Allowance may consist of (a) changes required by actual conditions, as determined by the **Professional**, that are incorporated into the Work in accordance with Section 00700 General Conditions, and (b) any other Work authorized and completed under the pertinent provisions of the Contract Documents. Unlike a Cash Allowance, payments under a Provisionary Allowance shall include not only the purchase/furnished cost of the materials and equipment involved, but also all related labor costs, Subcontract costs, construction equipment costs, general conditions costs and Fee, provided they are calculated in accordance with the requirements of Articles 10 and 11 of Section 00700 General Conditions.

Public Utility– Any utility company, utility department or agency of a Political Subdivision, natural gas pipeline company, cable TV company, or any other owner/operator of utilities that are operated or maintained in, on, under, over or across public right-of-way or public or private easements and which is defined as "Public Utility" under the provisions of 2013 PA 174, as amended, MCL 460.721.

Punch List– A list of minor items to be completed or corrected by the **Contractor,** any one of which do not materially impair the use of the Work, or the portion of the Work inspected, for its intended purpose. A Punch List shall be prepared by the **Professional** upon having decided that the Work, or portion of the Work inspected, is substantially complete and shall be attached to the respective certificate of Substantial Completion.

Qualification Submittals– Data concerning a Bidder's qualifications and eligibility, as specified in the Bidding Requirements.

Rebid– A revised or new Bid submitted by a Bidder on the Section 00300 Bid Summary and Bid Form and the Bid Form Attachments made available through post-Bid Addenda, in the event the Work is rebid without readvertising, as allowed by post-Bid Addenda.

Record Documents– Drawings, Specifications, Addenda, Change Orders, Change Authorizations, Bulletins, inspection, test and approval documentation, photographs, written clarifications and interpretations and all other documents recording, or annotated to show, all revisions and deviations between the as-built installation and the Contract Documents, all approved Submittals and all clarifications and interpretations.

Records– Books, reports, documents, and other evidence relating to the bidding, award and furnishing and performance of the Work.

Record Schedule– A Progress Schedule Revision Submittal returned to the **Contractor** as "Resubmittal Not Required," with or without comments or objections noted.

**Recycled Material*– Recycled paper products, structural materials made from recycled plastics, refined lubricating oils, reclaimed solvents, recycled asphalt and concrete, recycled glass products, retreaded tires, ferrous metals containing recycled scrap metals and all other materials that contain (a) waste materials generated by a business or consumer, (b) materials that have served their intended purpose, and/or (c) materials that have been separated from solid waste for collection, recycling and disposition in the percentage determined by the State as provided by Law.

Request for Payment– The form provided by the **Owner** (Payment Request DMB-440) to be used by the **Contractor** in requesting payment for Work completed, which shall enclose all supporting information required by the Contract Documents.

Resident Project Representative– The authorized representative of the **Professional** who is assigned to the site.

Schedule of Values– A schedule of pay items, which subdivides the Work into its various parts and which details, for each itemized part, cost and pricing information required for making payments for Work performed. The sum of all pay item costs in the Schedule of Values shall equal the Contract Price for the Work.

Shop Drawings– Includes drawings, diagrams, illustrations, standard schedules, performance charts, instructions and other data prepared by or for the **Contractor** to illustrate some part of the Work, or by a Supplier and submitted by the **Contractor** to illustrate items of material or equipment.

Soil Erosion and Sedimentation Control– The planning, design and installation of appropriate Best Management Practices designed and engineered specifically to reduce or eliminate the off-site migration of soils via water runoff, wind, vehicle tracking, etc. Soil erosion and sedimentation control in the State of Michigan is regulated under The Natural Resources Environmental Protection Act; Soil Erosion and Sedimentation Control, 1994 PA 451, Part 91, as amended, MCL 324.9101 et seq. Soil erosion and sedimentation control associated with this Contract is monitored and enforced by the **Department** of Technology, Management and Budget, State Facilities Administration.

Specifications– Parts of the Contract Documents organized into Divisions. "Technical Specifications" means Divisions of the Specifications consisting of technical descriptions of materials, equipment, construction systems, standards, and workmanship.

State– The State of Michigan in its governmental capacity, including its departments, agencies, boards, commissions, officers, employees, and agents. Non-capitalized references to a state refer to a state other than the State of Michigan.

**State Construction Code*– The Michigan State Construction Code Act, 1972 PA 230, as amended, MCL 125.1501 et seq.

Sub agreement– A subcontract or purchase order awarding a part of the Work to a Subcontractor or Supplier.

Subcontractor– A Person having a Sub agreement for providing labor at the site, or for providing labor at the site and furnishing materials and/or equipment for incorporation into the Work.

Submittals– Includes technical Submittals, Progress Schedules and those other documents required for submission by the Contract Documents. The term "technical Submittal" includes Shop Drawings, brochures, samples, Operation and Maintenance (O&M) Manuals, test procedures and any other Submittal the Contract Documents require the **Contractor** to submit to demonstrate how the items covered, after installation or incorporation into the Work, will conform to the information given in the Contract Documents and be compatible with the design of the completed Work as a functioning whole as indicated in the Contract Documents.

Substantial Completion– The Work, or a portion of the Work designated in the Contract Documents as eligible for separate Substantial Completion, has been completed in accordance with the Contract Documents, to the extent that the **Owner** can use or occupy the

entire Work, or the designated portion of the Work, for the use intended without any outstanding, concurrent Work at the site, except as may be required to complete or correct Punch List items. Prerequisites for Substantial Completion, over and above the extent of Work completion required, include (a) receipt by the **Owner** of operating and maintenance documentation, (b) all systems have been successfully tested and demonstrated by the **Contractor** for their intended use, and (c) the **Owner** having received all required certifications and/or occupancy approvals from the State and those Political Subdivisions having jurisdiction over the Work. Receipt of all certifications and/or occupancy approvals from those Political Subdivisions with jurisdiction in and of itself does not necessarily connote Substantial Completion.

Supplementary Conditions– Section 00800 within Division 0 of the Specifications that amends and/or supplements Section 00700 General Conditions and other designated Contract Documents.

Supplementary Instructions– Section 00120 within Division 0 of the Specifications that amends and/or supplements Section 00100 Instructions to Bidders and any other designated Bidding Requirement.

Supplier– A manufacturer or fabricator, or a distributor, material man or vendor representing a manufacturer or fabricator, who has a Sub agreement for furnishing materials and/or equipment.

Target– A point of progress for a key part of the Work, which is identified for monitoring progress of the Work. Target Times are not Contract Times.

Tariffs– means any duties, taxes, fees, charges, or other assessments of any kind imposed by any federal authority on the importation of goods, products or materials, including but not limited to customs duties; Section 201, 232, and 301 tariffs; antidumping and countervailing duties; import surcharges; merchandise processing fees; harbor maintenance fees; and any comparable or successor governmental assessments applicable to imported goods, products or materials.

Total Float– Number of Calendar Days by which the Work or any part of the Work may be delayed from its Early Dates without necessarily causing an overrun in a pertinent Contract Time. Total Float is by definition at least equal to Contract Float.

Underground Utilities– Pipelines, piping, conduit, duct, cables, wells, tanks, tunnels and appurtenances, or other similar facilities, installed underground to convey or support conveyance of potable water, sprinkler or irrigation water, fire protection systems, electricity, gases, steam, petroleum products, sewerage and drainage removal, telephone, communications, cable TV, traffic, or control systems.

Unit Price Work, Contingent– Work involving specified but undefined quantities (i.e., related Work quantities are not detailed in the Contract Documents) which when performed is measured by the **Professional** and paid using the measured quantities and unit prices contained in the Contract Documents. Performance of such Unit Price Work is contingent upon conditions encountered at the site, as determined, and authorized by the **Professional**.

Unit Price Work, Specified– Work of specified and defined quantities (i.e., quantities are detailed in, and can be taken-off from, the Contract Documents) that when performed is measured by the **Professional** and paid based on the measured quantities and unit prices contained in the Contract Documents.

Work (as in *"the Work,"* "*the entire Work*)– The entire *completed Construction* required by the Contract Documents. The Work results from furnishing and performing all services, obligations, responsibilities, management, supervision, labor, materials, equipment, construction equipment, general conditions, permits, taxes, Tariffs, patent fees and royalties, testing, inspection and approval responsibilities, warranties, temporary facilities, small tools, field supplies, Bonds, insurance, mobilization, close-out, overhead and all connections, devices and incidental items of any kind or nature required and/or made necessary by the Contract Documents.

Work Involved, any Work Involved– Existing or prospective Work (a) reflected in any notice, proposal, or claim, or (b) reflected in changes ordered or in process, or (c) affected by Delay.

1.1.2. Other defined terms used in Division 0 but not assigned intent and meanings in this Section 00020 Glossary have the intent and meanings set forth in MCL or Section 00800 Supplementary Conditions.

1.1.3. Terms defined in this Section 00020 Glossary and used in other Specifications and/or in the Drawings in lower cases, or as capitalized terms, have the intent and meanings assigned to them in this Section 00020 Glossary if the context will permit.

1.2 Division 0 Rules of Construction:

1.2.1. Each Article in a Section in Division 0 contains “sub-articles,” numbered as this sub-article 1.2 is numbered; “parts,” numbered as this part 1.2.1 is numbered, and “sub-parts,” all of which are considered "paragraphs." A reference to a paragraph means a reference to the sub-article, part or sub-part, or any combination of any of them, if the context will permit.

1.2.2. Any reference to an Article or a paragraph in a Section within Division 0 means a reference to an Article or a paragraph in the very Section in which the reference is made, unless that reference specifically names another Section.

1.2.3. Whenever the context of any provision requires, the singular number includes the plural number and vice versa, and the use of any gender includes all genders.

END OF SECTION 00020

SECTION 00030 ADVERTISEMENT

1. Invitation to Bid (ITB) – Your firm is invited to submit a Bid. The State of Michigan as the Owner will receive **bids electronically through the SIGMA VSS website at https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService** until 2:00 p.m., ET, on 10/21/2026. The State reserves the right to cancel this Invitation to Bid (ITB) or change the date and time for submitting Bids by announcing same at any time before the established date and time for Bid opening. Bids must remain open for acceptance by the Owner for no less than the Bid hold period. Contractor may agree to extend the Bid hold period. However, any such extension must be based upon no increase in the Bid Price and/or Contract Time. As a public record, all portions of the proposal response and resulting Contract are subject to disclosure as required under Michigan's Freedom of Information Act (FOIA), MCL 15.231, *et seq*., including but not limited to any required project documentation utilized throughout the entirety of the contract. However, the State may exempt some information from disclosure as permitted by law. The State reserves the right to determine whether materials submitted by a bidder fall under applicable FOIA exemptions.

2. Work Description – The Work, Ottawa Building First Floor West Suite Renovations, File No. 171/26231.ABG includes, but is not necessarily limited to construction of private office spaces, refurbishing an existing kitchenette space, as well as reconfiguring existing workspaces and storage spaces. In addition to the floor plan alterations, the interior finishes will also be renovated with new carpet, new wall paint, ceiling tile, and light fixtures. Demolishing existing spaces will make room for new conference rooms, offices, workspaces, and flexible workspaces that will accommodate SIGMA's mission. Most of the furniture to be used in the space will be reused and moved from SIGMA's existing space within the Ottawa Building. Electrical and HVAC systems will be altered to work with the requirements SIGMA has for the new space. The square footage of the first floor is 28,146 SF, of which 14.787 SF is to be renovated under this contract. The site is located at 611 W Ottawa St, Lansing, MI 48933, as shown on the Drawings.

3. Bidding Documents – Sets of Bidding Documents may be obtained at:
https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService

4. Bid Security – Each Bid shall enclose Bid Security, as specified in Section 00100 Instructions to Bidders (and as specified in Section 00310 Bid Bond, if a Bid Bond is enclosed), in the amount of five percent (5%) of the Bidder's Base Bid. *If Bid Security is by check or money order, such certified or cashier's check or money order must be delivered in original copy before the Bid Due Time to:*

State Facilities Administration
Design & Construction Division
3111 W. St. Joseph Street
Lansing, Michigan 48917

All other Bid information must be submitted via SIGMA as per standard bidding procedure.

5. Pre-Bid Conference – A mandatory ☒ voluntary ☐ pre-bid conference will be held at 611 W Ottawa St, Lansing, MI on 10/7/2026 at 1:00 PM ET. A tour of the space will ☒ will not ☐ be held on the same day, starting at 1:30 PM ET. All prospective Bidders and other parties interested in the Work are required ☒ encouraged ☐ to attend the tour, if held. Addenda may be issued, in response to issues raised at the pre-bid conference and tour, or as the **Owner** and/or **Professional** may otherwise consider necessary. An individual is only permitted to represent one bidder at a mandatory Pre-Bid Conference.

6. SIGMA VENDOR NUMBER: If you are bidding a State job for the first time, visit the State of Michigan SIGMA website and follow the "SOM VSS User Guide for New Vendors" instructions, located under Forms and Reference Documents. Registration is required for bid submission. **Do not wait until the last minute to submit a proposal**, as the SIGMA system requires the creation of an account and entry of certain information, in addition to uploading and submitting the materials. The SIGMA system **will not** allow a proposal to be submitted after the proposal deadline, even if a portion of the proposal has been updated.

Questions on how to submit information or how to navigate in the SIGMA VSS system can be answered by calling **(517) 373-4111 or (888) 734-9749**.

7. Equal Employment Opportunity – Covenants not to discriminate in employment by contractors, subcontractors and suppliers required by Law are contained in paragraph 14.12 of Section 00100 Instructions to Bidders and paragraph 7.12 of Section 00700 General Conditions and are applicable to the Work and any Sub agreement under the Contract.

8. Contract Times – The Contract Times and the associated liquidated damages are specified in Article 4 of Section 00500 Agreement.

9. Contact Person – All requests or inquiries concerning the Bidding Documents, or the Work shall be addressed to David Moss – Colliers Engineering and Design, David.moss@collierseng.com

10. Award – Subject to any agreed extension of the period for holding Bids, Bids shall remain valid for acceptance by the **Owner** 60 Calendar Days after the date of Bid opening. In addition, the **Owner** expressly reserves the right, within the **Owner's** sole discretion, to reject any or all Bids, to waive any irregularities, to issue post-Bid Addenda and rebid the Work without re-advertising, to re-advertise for Bids, to withhold the award for any reason the **Owner** determines and/or to take any other appropriate action.

END OF SECTION 00030

SECTION 00100 INSTRUCTIONS TO BIDDERS

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STATE OF MICHIGAN MODEL

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ARTICLE 1 BIDDING DOCUMENT INTERPRETATIONS

1.1. Section 00020 Glossary assigns specific intent and meanings to capitalized terms and to other defined terms used in Section 00030 Advertisement, this Section 00100 Instructions to Bidders and Section 00210 Information for Bidders. The Glossary also provides specific rules for construing any reference to any Article or paragraph that is made in this Section 00100.

1.2. The deadlines and submission requirements imposed on the Bidders by the provisions of Articles 3 and 4 also shall apply to any prospective subcontractor or supplier seeking access to the site or needing to submit written questions or inquiries.

1.3. Except as otherwise noted, the deadlines and other requirements imposed upon the "Apparent Low Bidder" by the provisions of Articles 2, 5, 8 and 13 also shall apply to any other Bidder remaining or wishing to remain in contention for the award.

1.4. Neither the **Owner** nor **Professional** assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents in preparing Bids. The **Owner** and **Professional** make Bidding Documents available only for obtaining Bids, and neither the **Owner** nor **Professional** grants a license for any other use of the Bidding Documents.

ARTICLE 2 QUALIFICATIONS OF BIDDERS

2.1. The Apparent Low Bidder shall submit to the **Professional**, within two (2) Business Days after receipt of the **Professional's** request, Section 00430 List of Subcontractors. The Apparent Low Bidder also shall submit to the **Professional,** within five (5) Calendar Days after the **Professional's** request, a Pre–Award Schedule and those other Qualification Submittals noted in Sections 00410, 00420 and 00440. The Apparent Low Bidder(s) may be required to attend a pre-award conference(s).

2.2. The Pre–Award Schedule shall consist of a time-scaled CPM Schedule or a Bar Chart Schedule, as designated by the **Professional**. The Pre–Award Schedule shall (a) identify start and completion dates for the Work in summary form, (b) show the sequencing in which the Bidder plans to perform the Work to conform to the Contract Times and sequences of Work indicated in or required by the Bidding Documents, and (c) include a plot with percentages of completion for the Work correlating to the start and completion dates.

2.3. Unless otherwise determined by the **Owner**, in its sole discretion, failure, neglect or refusal by the Apparent Low Bidder to submit Qualification Submittals when and as requested justifies the **Owner's** refusal to consider the Apparent Low Bidder's Bid and the Apparent Low Bidder's Bid Security will be forfeited to the **Owner** as liquidated damages. However, in the case of any other Bidder remaining or wishing to remain in contention for the award, such failure, neglect, or refusal will not constitute grounds for forfeiting that other Bidder's Bid Security

ARTICLE 3 BIDDING DOCUMENTS; SITE CONDITIONS. SAFETY REQUIREMENTS; LAWS

3.1. It is the responsibility of each Bidder, before submitting a Bid, to: (a) examine the Bidding Documents thoroughly; (b) visit the site and, if necessary, record conditions at the site (through logs/notes, photographs, video or any other means); (c) study and correlate the Bidder's observations with the Bidding Documents; and (d) submit written questions or inquiries about the Bidding Documents or the Work, as provided in Article 4, immediately after discovering any conflicts, ambiguities, errors or omissions in the Bidding Documents.

3.2. It is also the responsibility of each Bidder, in the preparation of its Bid, to take those steps that are reasonably necessary to (a) ascertain and satisfy itself of the physical conditions under which the Work will be performed and the condition of existing facilities, including those which may not be a part of the Work, but could be affected by the performance of the Work, and (b) account for all general, local and prevailing conditions at or near the site that may in any manner affect the cost, schedule, progress, performance or furnishing of the Work. Examples of such conditions include, but are not limited to: (a) the nature and location of the Work; (b) conditions related to the transportation, disposal, handling and storage of materials; (c) the availability and suitability of labor, materials, water, electric power, telephone, sanitary services and roads; (d) daily and monthly weather variations, including any related subsurface conditions, river stages, or similar conditions; (e) the character, quality and quantity of surface and subsurface conditions at the site, including but not limited to ground water table variations, and the location, configuration and condition of existing facilities and Underground Utilities; (f) the character of equipment and facilities needed preliminary to and during Work performance; (g) conditions related to maintaining the uninterrupted operation/occupancy of existing services or facilities; and (h) the extent to which the nature, characteristics and use of any adjacent or nearby lands, rights-of-way and easements, and facilities (in all cases, inclusive of real and personal property) may affect the Bidder's activities.

3.3. It is the responsibility of each Bidder to inform itself of, and the Bidder awarded the Contract shall comply with, all applicable Laws, including, but not limited to Laws affecting cost, schedule, progress, performance or furnishing of the Work. Examples of those Laws include, but are not limited to, those relating to nondiscrimination in employment, prevailing wages, protection of public and employee health and safety, environmental protection, building codes, fire protection, grading and drainage, use of explosives,

vehicular traffic, restoration of lands and property under the control of the State or a Political Subdivision, taxes, Tariffs, permits and licensing.

3.4. Section 00210 Information for Bidders identifies (a) reports of explorations and tests of subsurface conditions, and (b) drawings of physical conditions of existing surface and subsurface facilities that have been used by the **Professional** in the preparation of the Bidding Documents. Bidders may rely upon such expressly stated technical information and data contained in those reports which are expressly designated as Authorized Technical Data in Section 00210 Information for Bidders, but those reports and drawings are not part of the Bidding Documents.

3.4.1. Any conclusions or interpretations made by any Bidder based on such Authorized Technical Data shall be at the Bidder's own risk. Reliance by any Bidder on any Non-technical Information or Data, interpretations or opinions contained in those reports or drawings also shall be at the Bidder's own risk. The **Owner**, **Professional** and their respective consultants assume no responsibility for any understanding reached or representation made about subsurface conditions and physical conditions of existing facilities, except as otherwise expressly shown in or represented by the Authorized Technical Data made available.

3.4.2. Section 00210 Information for Bidders also identifies additional reports of explorations and tests of subsurface conditions and reference documents reflecting physical conditions of existing surface and subsurface facilities that have not been used by the **Professional** in the preparation of the Bidding Documents. Any such reports and documents are not part of the Bidding Documents and are made available solely to allow Bidders to have access to the same information available to the **Owner** and **Professional**. Neither the **Owner** nor **Professional** warrants the accuracy or completeness of any such information nor do they warrant that Section 00210 Information for Bidders identifies all such existing relevant reports and/or documents.

3.5. Section 00210 Information for Bidders also identifies information and data shown or indicated in the Bidding Documents or Underground Utility drawings about Underground Utilities. Such information and data about existing Underground Utilities is based on information and data obtained from record documents of previous construction or furnished to the **Owner** by the owners of those Underground Utilities or by others.

3.6. Section 00700 General Conditions contain provisions concerning (a) responsibilities for Underground Utilities, (b) changes that may be ordered because of incidents with differing site conditions, and (c) the adequacy and completeness of the Authorized Technical Data of subsurface conditions and existing subsurface and surface facilities made available to Bidders.

3.7. To the extent that any Bidder considers that additional Authorized Technical Data is necessary for determining its Bid, it is the responsibility of that Bidder to request from the **Owner** the necessary additional Authorized Technical Data. In the event the **Owner** does not have the requested additional Authorized Technical Data, it shall be the responsibility of the Bidder, at the Bidder's sole cost, to undertake reasonable examinations of the site and any other pertinent available information and data that the Bidder considers necessary for determining its Bid.

3.8. If requested by a Bidder at least seven (7) Calendar Days before the date of Bid opening (or as otherwise agreed to by the **Owner**), the **Owner** will provide access to the site, when and as designated by the **Owner**, to allow that Bidder to conduct those reasonable explorations and tests that Bidder considers necessary for preparation and submission of the Bidder's Bid. Any such explorations and/or tests conducted by that Bidder shall comply with the requirements of the **Owner**, any Public Utilities involved and any Political Subdivisions with jurisdiction. If access to the site is granted, that Bidder shall fill all holes and clean up and restore the site to its former condition, to the **Owner's** satisfaction, upon completion of those explorations and/or tests.

3.9. The Bidder awarded the Contract shall be responsible for obtaining any lands, areas, properties, facilities, rights-of-way, and easements, in addition to those furnished by the **Owner**, that the Bidder considers necessary for temporary facilities, storage, disposal of spoil or waste material or any other similar purpose. Neither the **Owner** nor **Professional** assumes any responsibility for site conditions at any lands, areas, properties, facilities, rights-of-way, and easements obtained by any Bidder.

*3.10. With respect to any earth disturbance associated with this Contract, the Bidder awarded the Contract shall comply with The Natural Resources and Environmental Protection Act; Soil Erosion and Sedimentation Control, 1994 PA 451 Part 91, as amended, MCL 324.9101 et seq. **State Facilities Administration** is the designated "Authorized Public Agency" under the provisions of Section 9110 of 1994 PA 451, Part 91 as amended.

3.11. Each Bid shall include and be deemed to have included all (a) sales and use taxes and other similar taxes, including Tariffs, applicable to the Work that are required by Law as of the date of Bid opening, and (b) the cost of all permits, approvals, licenses, and fees necessary for the commencement, prosecution, and completion of the Work. Section 00700 General Conditions contain provisions concerning responsibilities of the Bidder for sales and use taxes and other similar taxes, including Tariffs; and for obtaining permits, approvals, licenses, and fees applicable to the Work.

3.12. To the extent the **Owner** or **Professional** has knowledge of other work at the site, which may be ongoing during the period allowed for the Work, the Bidding Documents shall identify such other work. Before submitting a Bid, each Bidder shall evaluate: (a) the effect that any such other work operations (e.g., dewatering, blasting, etc.) may have on the Work, (b) related conditions and

sequences of Work contained in the Bidding Documents, (c) the requirements for coordination and cooperation between the Work and other work, and (d) related Contract Times.

3.13. The submission of a Bid constitutes a binding representation by the Bidder that: (a) the Bidder has complied with every requirement of this Article and the Bidding Documents; (b) the Bidder has examined and agrees with the Progress Schedule requirements contained in the Specifications, including, but not limited to, requirements concerning the administration of early completion schedules; (c) without exception, the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and in accordance with those Means and Methods indicated in or required by the Bidding Documents; and (d) the Bidder considers the Bidding Documents to be sufficient in scope and detail to indicate a clear understanding of all terms and reasonably foreseeable conditions applicable to the Work, and how such terms and conditions may affect the cost, schedule, progress, performance and furnishing of the Work.

3.14. Any failure of a Bidder to take the actions described and acknowledged in this Article will not relieve that Bidder of the responsibility for (a) properly estimating the difficulty, cost of and schedule for successfully performing and furnishing the Work, or (b) upon award, performing and furnishing the Work successfully at no increase in Contract Price or Contract Time.

3.15. Neither the **Owner** nor **Professional** assumes any responsibility for any conclusions or interpretations made by any Bidder based on the information made available by the Bidding Documents. Nor does the **Owner** or **Professional** assume any responsibility for any understanding reached or representation made about conditions that may in any way affect cost, schedule, progress, furnishing or performance of the Work, unless that understanding, or representation is expressly stated or indicated in the Bidding Documents (including written Addenda).

ARTICLE 4 INTERPRETATIONS; ADDENDA

4.1. All requests for clarification or interpretation of the Bidding Documents, all proposals for any modifications to the Bidding Documents, all requests for information and all other questions or inquiries about the Bidding Documents and/or the Work shall be submitted in writing to the Contact Person identified in Section 00030 Advertisement, Article 8. Requests or inquiries received less than seven (7) Calendar Days before the date of Bid opening will be answered only if (a) the response can be given through Addenda made available at least seventy-two (72) hours before Bid opening (counting Business Days only), (b) the Bid opening is postponed by Addendum, or (c) the Work is rebid without readvertising following the issuance of post-Bid Addenda.

4.2. Any interpretation or clarification, modification to the Bidding Documents (whether by correction, addition, deletion, or other revision) and/or information given will be binding only if given by Addenda. Interpretations, clarifications, corrections, additions, deletions or other revisions or information given orally or in any other manner are not binding on the **Owner** and if relied upon by any Bidder, shall be relied upon at the Bidder's own risk. Addenda will be provided by posting to and may be obtained by bidders at: https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService

4.3. In the **Owner's** sole discretion, subsequent to the opening of Bids, post-Bid Addenda may be issued setting a new date for the receipt and opening of sealed Rebids.

4.4. Any quantities of Unit Price Work given on the Bid Form, whether detailed in the Drawings or Specifications or contingent upon actual conditions, are approximate only, and are to be used solely for comparing Bids and establishing the Contract Price. Neither the **Owner** nor **Professional** represents that the actual quantity for any item of Unit Price Work performed will equal the quantity given. Payments will be made only for actual quantities of Unit Price Work completed in accordance with the Contract Documents. Actual quantities of Unit Price Work may overrun or underrun those in the Bid Form without necessarily invalidating the unit prices bid (except as provided in paragraph 10.6 of Section 00700 General Conditions).

ARTICLE 5 BID SECURITY

5.1. Bid Security shall be made payable to the "State of Michigan" in the form of a certified or cashier's check or money order drawn upon a bank insured by an agency of the Federal Government or consist of a duly executed Bid Bond. A Bid Bond shall be duly executed by the Bidder and by a surety authorized to do business in the State by the Department of Energy, Labor and Economic Growth and listed on the current U.S. Department of the Treasury Circular 570. Bidders shall attach a certified copy of Power of Attorney to sign Bid Bonds as the Attorney-in-Fact. Copies of the current Circular listing of approved bonding/insurance companies and interim changes may be obtained through the Internet web site https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570.htm.

5.2. Failure by a Bidder to enclose with its Bid a certified or cashier's check or money order or a duly executed Bid Bond signed by Bidder and Surety shall disqualify that Bidder from any consideration for the award. *If Bid Security is by check or money order, such certified or cashier's check or money order must be delivered in original copy before the Bid Due Time to:*

State Facilities Administration
Design & Construction Division

3111 W. St. Joseph Street
Lansing, Michigan 48917

All other Bid information must be submitted via SIGMA as per standard bidding procedure.

5.3. The Bid Security of the Bidder recommended for award will be retained until that Bidder has fulfilled all the following: (a) submitted Qualification Submittals and required information, (b) executed and delivered Section 00500 Agreement, (c) delivered evidence of insurance, and (d) furnished the required Section 00610 Performance Bond and Section 00620 Payment Bond (including separate certifications). If that Bidder fails to do so when and as specified, the **Director-DCD or his/her designee,** may annul the Notice of Award recommendation, and the Bid Security of that Bidder will be forfeited to the **Owner** as liquidated damages. If the **Owner** incurs any collection costs in the enforcement of the Bid Security requirement, that Bidder and its surety, if any, agree jointly and severally to reimburse the **Owner's** costs of collection, which shall include reasonable fees and charges of attorneys and others, court or hearing costs incurred with or without suit and interest.

5.4. If the Apparent Low Bidder gives a certified or cashier's check or money order as Bid Security, and the **Owner** requests a certification by an acceptable surety stating that the Bidder will furnish the Section 00610 Performance Bond and Section 00620 Payment Bond if awarded the Contract, that Bidder shall furnish such certification within seven (7) Calendar Days after the **Owner's** request.

5.5. The Bid Securities of the Apparent Low Bidder and of any other Bidder remaining in contention for the award will be retained by the **Owner** until the end of the period during which Bids shall remain open, or seven (7) Calendar Days after the **Owner** executes Section 00500 Agreement, whichever last occurs.

ARTICLE 6 CONTRACT TIME; LIQUIDATED DAMAGES

6.1. The Contract Times, i.e., the number of Calendar Days within, or dates by, which the Work or any part of the Work shall be completed, are specified in Section 00500 Agreement, and may be supplemented, as provided in Section 00500 Agreement. As stated in Section 00500 Agreement, the Contract Times are of the essence of the Contract. If any Bidder believes that any of the Contract Times are insufficient or excessive, that Bidder shall advise the **Owner** in accordance with the requirements of Article 4.

6.2. Liquidated damages are specified in Section 00500 Agreement and may be supplemented, as provided in Section 00500 Agreement.

ARTICLE 7 MATERIALS AND EQUIPMENT

7.1. Named or Specified Materials and Equipment – Materials and equipment described in the Specifications by naming a brand, make, supplier or manufacturer or by using a specification shall establish a standard and shall be intended to convey function, necessary design features, general style, type, materials of construction, character and quality, serviceability, and other essential characteristics. A number of Specifications, if any, using named or specified materials and equipment are *listed* in Schedule 1.6 of Section 00440 Schedule of Materials and Equipment.

7.2. Proposal for Adding Products by Addenda – For those Specifications *listed* in paragraph 1.6 in Section 00440 Schedule of Materials and Equipment, the **Professional** will, up to ten (10) Calendar Days before the date of Bid opening stated in Section 00030 Advertisement, accept written proposals from non-named manufacturers and suppliers seeking to have the **Professional** add their products to Schedule 1.6. The **Professional** will consent to any such proposal by Addendum if, in the **Professional's** judgment, the proposed material or equipment also may be used as a named or specified product. Lack of adequate time or information needed to evaluate a proposal, as determined in the sole discretion of the **Professional**, may justify its rejection.

7.2.1. Any such proposal shall clearly identify differences between the proposed and named or specified material or equipment and demonstrate objectively that the proposed material or equipment: (a) has the same essential characteristics of the item named or specified, (b) will equally perform the functions and achieve the results called for by the general design concept, (c) is suited to the same use as the item named or specified, (d) is at least of equal materials of construction, quality and necessary essential design features to the material or equipment named or specified, (e) conforms substantially to the desired detailed requirements, including, but not limited to durability, strength, appearance and aesthetics (if aesthetics are significant), safety, service, life, reliability, economy of operation and ease of maintenance, and (f) offers a proven record of performance and service for at least three (3) years before the date of Bid opening.

7.2.2. Any such proposal shall further include (a) a list of installations that have been in service for at least three (3) years before the date of Bid opening (including the name, address, and telephone number of a person familiar with and at the installation), and (b) sufficient drawings, diagrams, brochures, schedules, performance charts, instructions, samples, and other data as may be necessary to allow the **Professional** to make a determination.

7.3. Each Bidder is responsible for notifying the **Professional** in writing if the Bidder knows or has reason to know that any material or equipment *listed* in Section 00440 Schedule of Materials and Equipment, which the Bidder intends to bid requires changes in the Work. Any such notice shall be provided no later than seven (7) Calendar Days before Bid opening. This requirement applies but is not limited to changes in any testing requirements or Means and Methods indicated in or required by the Bidding Documents. However, this requirement is not intended to make the Bidder responsible for correcting design errors or omissions.

7.3.1. If any Bidder fails to provide such notice, and is awarded the Contract, that Bidder assumes responsibility for its proportionate share of any *excess* costs and Delay. *Excess* costs and Delay are those resulting from changes in the Work that would not have been incurred had that Bidder not failed to provide written notice to the **Professional.**

7.4. Bidding Requirement – For those Specifications *listed* in paragraph 1.6 of Section 00440 Schedule of Materials and Equipment, each Bidder shall bid one of the *listed* materials and equipment only. This requirement to not bid "or equal" or substitute materials and/or equipment for the *listed* Specifications applies even if the Bidding Documents state that an "or equal" or substitute may be furnished or used for any *listed* Specification.

7.5. Contract Condition – For those Specifications *listed* in paragraph 1.6 of Section 00440 Schedule of Materials and Equipment, the Contract will be awarded on the basis that only *listed* named or specified materials and equipment will be furnished. If an "or equal" or a substitute may be furnished for any *listed* Specification, if acceptable to the **Professional**, application for acceptance will not be considered until after Contract Award.

7.6. Section 00700 General Conditions contains provisions requiring each Supplier (a) to be bound to the requirements of the Contract Documents, (b) to assume toward the **Contractor** all obligations that the **Contractor** assumes toward the **Owner** and **Professional,** and (c) to furnish Work under a Sub-agreement containing waiver of rights of subrogation provisions.

ARTICLE 8 SUBCONTRACTORS

8.1. For each Division, Section of the Specifications and/or trade itemized in Section 00430 List of Subcontractors, the Apparent Low Bidder shall, when requested by the **Professional**, nominate the Subcontractor(s) to be awarded a Sub-agreement(s). When completing Section 00430, the Apparent Low Bidder shall provide licensing data for trades for which contractors' licensing is required and, if applicable, indicate minority, woman, or handicapped status. One Subcontractor shall be nominated for each Specification or trade, unless the Apparent Low Bidder, directly or through a Subcontractor, intends to award more than one Sub-agreement for the listed Specification or trade.

8.1.1. For any asbestos abatement projects, Contractor must comply with MCL 338.3375(4) and complete the Bid Form Attachment Section 00330 Asbestos Abatement Attestation. Notwithstanding anything to the contrary, the Owner has the right to object, regardless of cause, to any asbestos abatement Subcontractor nominated by the Contractor to be awarded a Sub-agreement that has 5 or more notices of violation of environmental regulations or has been subject to an administrative consent order or a consent judgment involving environmental regulations, within the immediately preceding 5 years.

8.2. If the **Owner** objects, for good cause, to any nominated Subcontractor, the **Owner**, before issuing the Notice of Award, may request replacement of that Subcontractor. In that event, the Apparent Low Bidder shall nominate a substitute Subcontractor or the Bidder itself, if qualified for the Work involved. In such case, there will be no extension in the Bid hold period nor any increase in the Bidder's Bid or Alternates. If the Bidder declines, that Bidder shall not be recommended for the award; however, such declining will not constitute grounds for forfeiting the Bidder's Bid Security.

8.3. Except as provided in paragraph 8.2, no removal or replacement of a nominated Subcontractor will be considered by the **Owner**, except for good cause. Before Contract Award, any removal, replacement, or addition of a nominated Subcontractor shall be responsive to the requirements of the Bidding Documents only to the extent it permits the timely evaluation of the newly nominated Subcontractor. After Contract Award, if the Apparent Low Bidder, as the **Contractor**, nominates *for the first time* a Subcontractor for any Division, Specification and/or trade listed in Section 00430 List of Subcontractors, and the **Owner** objects for good cause to any such newly nominated Subcontractor, the **Contractor** shall provide a replacement Subcontractor at no increase in Contract Price and/or Contract Time.

8.4. Section 00700 General Conditions contains provisions requiring each Subcontractor (a) to be bound to the requirements of the Contract Documents, (b) to assume toward the **Contractor** all obligations that the **Contractor** assumes toward the **Owner** and **Professional,** and (c) to provide Work under a Sub-agreement containing waiver of rights of subrogation provisions.

8.5. These provisions shall not be construed to create any third-party beneficiary or joint employer status with respect to the **Owner** and/or **Professional** and any Subcontractor. Furthermore, these provisions shall not be construed to create or impose any duty or liability on the **Owner** to exercise this authority for the benefit of any Bidder, nominated or newly nominated Subcontractor or any other third party.

ARTICLE 9 BID FORM AND BID FORM ATTACHMENTS

9.1. All bid forms should be uploaded as attachments to SIGMA, including the Section 00300 Bid Summary, Section 00300 Bid Form and Bid Form Attachments (Section 00310 Bid Bond Form, Section 00320 Non-collusion Affidavit, and if applicable, Section 00330 Asbestos Abatement Attestation). If any forms are revised by Addendum, the latest revision of the appropriate Bid Summary, Bid Form and/or Bid Form Attachment shall be used. All blank spaces shall be legibly and properly printed in ink or typed as required in these Instructions to Bidders and each form. All Bid prices shall be printed or typed in both words and figures.

9.2. Bids by individuals shall be signed by the person making that Bid, or the Bid shall enclose a Power of Attorney evidencing authority to sign the Bid in the individual's name.

9.3. Bids by partnerships shall be signed in the name of the partnership. The partner authorized to sign shall be named and sign where indicated. A certified copy of power of attorney authorizing that partner to bind all partners shall be attached to Section 00300 Bid Form. If a certified copy of the partnership's certificate attached to Section 00300 Bid Form indicates that all partners have signed, no separate authorization is required.

9.4. Bids by corporations shall be signed in the legal corporate name. The signature of the president or authorized officer shall be entered below the corporate name, followed by the attesting signature of the corporation secretary or of an authorized officer other than the officer signing the Bid. A certified copy of a pertinent Board Resolution authorizing that individual to bind the corporation shall be attached to Section 00300 Bid Form.

9.5. Bids by joint ventures shall be signed by all or one of the joint venturers. If not all joint venturers sign, a certified copy of Power of Attorney authorizing the individual(s) signing to bind all joint venturers shall be attached to Section 00300 Bid Form. If a certified copy of the joint venturer's certificate attached to Section 00300 Bid Form indicates that all joint venturers have signed, no separate authorization is required.

9.6. The Bidder shall acknowledge receipt of all Addenda by completing the blank spaces in the table provided for that purpose in paragraph 2.1 of Section 00300 Bid Form.

ARTICLE 10 PREPARATION AND SUBMISSION OF BIDS

10.1. **Prevailing Wage and Asbestos Abatement Project Requirements:**

10.1.1. The Bidding Documents include either the attached Schedule of prevailing rates of wages and fringe benefits for all classes of Construction Mechanics called for in the Bid and resulting Contract, if any, or the attached current prevailing wage determination issued by the U.S. Department of Labor, as applicable depending on the funding source(s).

10.1.2. To the extent MCL 401.1101 et seq. is applicable, Contractor shall include in a bid for a state project a copy of the state project registration for the Contractor and for each Subcontractor of the Contractor that has been selected at the time the Contractor submits the Bid.

10.1.3 For any project with asbestos abatement, Contractor must complete the Bid Form Attachment, Section 00330 Asbestos Abatement Attestation, to be considered a responsive Bidder.

10.2. **Bids must be submitted electronically through the SIGMA VSS website at** https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService

10.3. Each bid requesting the Qualified Disabled Veterans (QDV) preference, in accordance with Public Act 22 of 2010, MCL 18.1241(3), shall include a DD 214 Proof of Service and Discharge, a Veterans Administration rating decision letter, proof of disability (if the disability is not indicated on the DD 214), and appropriate legal documents setting forth the 51% natural persons QDV ownership.

10.4. If Unit Price Work is specified, the Bidder shall, for each Unit Price Work item listed separately on Article 6 of Section 00300 Bid Form, bid a unit price, and enter, in the appropriate column, the computation of the respective quantity multiplied by the respective Bidder's bid unit price. Bid prices for each lump sum or "One Each" item listed on the Bid Form shall be printed or typed only in the appropriate "Bid Price" column. The Bidder shall show the sum representing the Bidder's Base Bid and, if Alternates are listed, the Bid prices for all Alternates, in the spaces provided for those purposes.

10.5. For each Cash Allowance, the Bidder shall include, within the Bid, all labor costs, construction equipment costs, insurance and Bond premiums and other general conditions costs and Fee (Bidder's and Subcontractors') to complete Work associated with the material, equipment, or other designated item to be furnished under the Cash Allowance. For each Provisionary/Contingency Allowance, the Bidder shall include, within the Bid, insurance premiums (not recoverable as labor burden) and Bond premiums required to complete Work that may be ordered under the Provisionary/Contingency Allowance. Cash Allowances and

Provisionary/Contingency Allowances are defined in Section 00020 Glossary and are further described in paragraph 10.7 of Section 00700 General Conditions.

10.6. The Bidder's Base Bid and Alternate Bid prices shall include, and payment for completed Work shall be compensation in full for, all services, obligations, responsibilities, management, supervision, labor, materials, commodities (including all fuel, gas, or other consumables necessary to operate any equipment), devices, equipment, construction equipment, general conditions, permits, patent fees and royalties, testing, inspection and approval responsibilities, warranties, temporary facilities, small tools, supplies, Bonds, insurance, taxes, Tariffs, mobilization, close-out, overhead and profit and all connections, appurtenances and any other incidental items of any kind or nature, as are necessary to complete the Work, in a neat, first quality, workmanlike and satisfactory manner in accordance with the Drawings and Specifications and as otherwise required to fulfill the requirements of the Bidding Documents. Except as otherwise provided in the Contract, the Bidder assumes all risk of increases in prices for all services, obligations, responsibilities, management, supervision, labor, materials, commodities (including all fuel, gas, or other consumables necessary to operate any equipment), devices, equipment, construction equipment, general conditions, permits, patent fees and royalties, testing, inspection and approval responsibilities, warranties, temporary facilities, small tools, supplies, Bonds, insurance**,** taxes, Tariffs, mobilization, close-out, overhead and profit and all connections, appurtenances and any other incidental items of any kind or nature, as are necessary to complete the Work. Unless otherwise provided for under the Contract, no adjustment to the Contract Price, and no claim for additional compensation, reimbursement, or relief of any kind, shall be allowed on account of any such price increases, market fluctuations, supply chain impacts, or other cost escalations occurring before or during performance of the Work.

10.7. Neither the Section 00300 Bid Form nor any Bid Form Attachment made available to the Bidders and submitted with the Bid shall be altered in any way. Bids shall not contain any qualifications or conditions or any recapitulations of the Work whatsoever. No Alternate will be considered, unless any such Alternate is itemized in paragraph 6.2 Schedule of Alternates in Section 00300 Bid Form and specified in the Bidding Documents.

10.8. Before and after Bid submission, and before the time for receiving Bids has expired, any Bidder may alter or revise any price or information the Bidder has entered on its Bid Form or any Bid Form Attachments by: (a) crossing out the entry, (b) legibly printing in ink or typing the new price or information, and (c) placing the initials of the person who signs the Bid adjacent to each change. After Bid opening, the **Owner** may require a Bidder to verify any such alteration or revision. Ambiguities arising from any alterations or revisions made by any Bidder may be resolved against that Bidder, in the **Owner's** sole discretion.

10.9. Neither the **Owner** nor **Professional** assumes any responsibility for any costs any Bidder incurs, however caused, in preparing and submitting its Bid, in withdrawing its Bid, or in objecting to the award or to being disqualified for the award.

10.10. In the event of any conflict between Attachment A to Section 00100–Bidder's Checklist and any requirements specified in any other parts of the Bidding Documents; the requirements of the Bidding Documents taken as a whole shall be binding on the Bidders.

10.11. All bonds, insurance, and other required documents shall be issued in the name of the bidder.

ARTICLE 11 BID WITHDRAWAL

11.1. Any Bidder may withdraw its Bid before Bid opening by submitting to the **Owner** a document requesting the withdrawal in the manner in which a Bid shall be signed and submitted to the **Owner**. Withdrawal of a Bid before Bid opening will not prejudice the right of that Bidder to submit a new, modified Bid. After the time for receiving Bids has expired, the following will apply: (a) no Bid may be modified, altered, or reformed, except to resolve irregularities on the Bid Form or Bid Form Attachments, as provided in paragraph 14.6, and (b) no Bid withdrawal will be accepted by the **Owner**, except as provided in paragraphs 11.2 through 11.6.

11.2. After the time for receiving Bids has expired, no Bid may be withdrawn, unless that Bidder lodges a written claim of a mathematical or clerical error in the Bidder's Bid with the **Owner** within two (2) Business Days after the date of Bid opening. The claim shall describe in detail the mathematical or clerical error, include a signed affidavit stating the facts of the alleged error and request that the Bidder be released from the Bidder's Bid.

11.3. If any Bidder's claim to withdraw its Bid due to an alleged mathematical or clerical error is timely filed, the **Director-DCD**, or his/her designee, will determine the validity of the claim and, as he/she deems necessary within his/her sole discretion, will provide an opportunity to the Bidder making the withdrawal to present its verification claim at a hearing/review session within ten (10) Calendar Days after the **Owner** received the claim.

11.4. At the Bid withdrawal claim review, the **Director-DCD**, or his/her designee shall, within his/her discretion, informally hear testimony and receive evidence as to whether (a) the Bid contains an obvious mathematical or clerical error not involving lack of good faith or fair dealing, (b) the error is subject to objective certification and is of such grave consequences that to enforce the Contract would be unconscionable, (c) the error relates to a material feature of the Contract, and (d) the error was not caused in any way by the Bidder's violation of positive legal duty or culpable negligence.

11.5. Upon completion of the claim review process and before any award recommendation, the **Director-DCD**, or his/her designee, will enter findings and render a determination on the Bidder's withdrawal claim. The **Owner** will notify the Bidder within a reasonable time after such determination.

11.6. If the **Director-DCD**, or his/her designee, concurs with the Bid withdrawal claim and the **Owner** suffers no serious prejudice, except loss of bargain, the **Owner** will allow the Bidder to withdraw its Bid will return the Bidder's Bid Security within a reasonable time. However, that Bidder will not be allowed to submit another Bid for the Work. The decision of the **Director-DCD**, or his/her designee, shall be final and binding on any such Bidder.

ARTICLE 12 BID OPENING; OBJECTION TO THE AWARD

12.1. Each Bidder bears sole responsibility **to submit their bid electronically through the SIGMA VSS website at** https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService

12.2. Within reasonable time after the date of Bid opening, the **Owner** will make available a “Bid tabulation” listing the Bids opened and the Apparent Low Bidder. If any Bidder listed in the Bid tabulation has any objection to the Apparent Low Bidder, the objecting Bidder shall file a written protest with the **Owner** within seven (7) Calendar Days after the date of Bid opening. The protest shall describe in detail the basis for the protest and request a determination under this Article.

12.3. If a written protest is timely filed, the **Director-DCD**, or his/her designee, will review the protest and if he/she determines in his/her sole discretion that a claim review process is necessary, such proceeding shall be conducted within ten (10) Calendar Days after receipt of the written protest.

12.4. The **Owner** will notify the Bidders involved within a reasonable time of the **Director-DCD's**, or his/her designee’s, recommendation to dismiss or uphold the protest. If the protest has been denied, the **Owner** will notify those Bidders of the time and date on which the **Board's** Building Committee will meet to consider the **Director-DCD's**, or his/her designee’s recommendation of award. The objecting Bidder and the Apparent Low Bidder will be given an opportunity to be heard at the Building Committee meeting and, at the discretion of the **Board**, at any subsequent **Board** meetings. The Building Committee and **Board**, at its discretion, will review or hear the protest under such terms and conditions as either deems proper.

12.5. Upon reviewing the protest, the Building Committee and/or the **Board** will either (a) dismiss the protest, or (b) uphold the protest and send the Bid back to the **Director-DCD**, or his/her designee, for a new Bid evaluation or rebid, consistent with the determination of the Building Committee or **Board's** findings. The decision of **Board** as to the protest shall be final and binding.

ARTICLE 13 BIDS TO REMAIN OPEN

13.1. Bids shall remain open for acceptance by the **Owner** for no less than the period during which Bids shall remain valid (i.e., the Bid hold period) stated in Section 00030 Advertisement.

13.2. The **Owner**, by written notice, may elect to request the Apparent Low Bidder and any other Bidder remaining or wishing to remain in contention for the award to hold their Bids beyond the Bid hold period. Any such Bidder who fails or refuses to agree to the **Owner**-requested extension may be disqualified for further consideration for the award. However, no such Bidder shall forfeit the Bidder’s Bid Security due to its failure or refusal to hold its Bid.

13.3. Any such Bid hold extension request by the **Owner** and consent by any Bidder shall be based upon no increase in (a) the Bidder's Base Bid, (b) any of the Bidder’s Alternate Bid Prices, and (c) any Contract Times stated in Calendar Days. However, in the event none of the Bidders involved consent to extending their Bids, as conditioned in this paragraph, the **Owner** will issue a post-Bid Addendum specifying an additional Alternate for the sought extension in the Bid hold period.

ARTICLE 14 AWARD OF THE CONTRACT

14.1 If the Owner elects to award the Contract, the Owner will make the award to the responsive and responsible best value bidder except as provided below relative to veteran’s preference.

14.1.1 The Apparent Low Bidders will be evaluated for responsiveness and responsibility based on the following:

- Compliance with the bid specifications and requirements.
- The Bidder’s financial resources.
- The Bidder’s technical capabilities.
- The Bidder’s technical experience.
- The Bidder’s insurance and bonding capacity.

- The Bidder's business integrity.
- The Bidder's past performance.

  Bidder's past performance will include its performance on current or prior DTMB contracts, including whether any termination or default actions were initiated against the Bidder or any officer of the Bidder's company while part of another organization within the past 5 years. Any MIOSHA/OSHA violations within the past 3 years will also be taken into consideration. The Bidder must disclose any such instances during the evaluation. Any misrepresentation may result in the Bidder being found not responsible. Past performance issues are not, by themselves, necessarily automatic grounds for a determination of non-responsibility. Instead, the process and explanation provided by the Bidder regarding how similar issues will be prevented under this contract and the measures the Bidder will implement to ensure they do not recur will be considered.

If a qualified disabled veteran meets the requirements of the contract solicitation, provides acceptable responses to both Part One and Part Two of the Best Value Construction Bidder Evaluation to achieve a Best Value recommendation and with the veteran's preference is the lowest responsive, responsible, best value Bidder the Owner will award the contract to the qualified disabled veteran bidder.

A determination as to whether the requirements of the bid solicitation have been met will be based solely on the Owner's and Professional's evaluation of the Section 00300 Bid Form, Bid Form Attachments, Bidder-provided documents, Best Value Evaluation by the PSC, interview, and Bidder Qualification Submittals received in a timely basis. Each bid requesting the Qualified Disabled Veterans (QDV) preference, in accordance with Public Act 22 of 2010, MCL 18.1241.3 shall include a DD 214 Proof of Service and Discharge, a Veterans Administration rating decision letter, proof of disability (if the disability is not indicated on the DD 214), and appropriate legal documents setting forth the 51% natural persons QDV ownership.

The bids will be evaluated for best value based on price and qualitative components by comparing the qualitative components of the three lowest responsive and responsible Bidders. The comparison may also include other Bidders whose bids are within 10% of the lowest responsive and responsible Bidder. Determination of the lowest three Bidders shall be based on the sum of the Base Bid and any additive and deductive Alternates the Owner accepts. Alternates shall be accepted in the order listed in paragraph 6.2 Schedule of Alternates in Section 00300 Bid Form only. The Owner will accept an Alternate only if all other previously listed Alternates are also accepted unless acceptance by the Owner of Alternates in a different order does not affect determination of the lowest three bidders in any way.

Some qualitative components that may be evaluated are:

- Technical approach.
- Quality of proposed personnel.
- Management plans.
- Past performance of any nominated asbestos abatement subcontractor(s).
- ADD ANY OTHER PROJECT SPECIFIC

For contracts under $250,000, best value will primarily be based on the lowest responsive and responsible bid.

14.1.2. For determining the lowest, responsive, and responsible bid, when a Qualified Disabled Veterans (QDV) preference is requested, 10% of the lowest responsive and responsible bid (the bid that would otherwise receive the contract award if the preference were not being considered) will be deducted from all QDV bids. If the low responsive and responsible QDV bid, less the 10% preference, is less than the lowest responsive and responsible bid, then the QDV bid will be declared the official lowest responsive and responsible bid. The original QDV bid amount will be the basis of the contract award.

14.1.3. Bid irregularities with respect to the Bidding Documents, for which corrective action is not already provided in paragraph 14.6 or elsewhere in the Bidding Documents, may be waived at the sole discretion of the **Owner**, unless the irregularity was due to the Bidder's lack of good faith or fair dealing, or where the waiver would lead to a determination obviously in error or inconsistent with the Bidding Documents.

14.1.4. For Bids over $100,000.00, Bidders that self-certify to be a Michigan business shall be given a preference over an out of state Bidder in the same manner in which an out-of-state Bidder would be preferred in its home state. Bidders that neither self-certify as a Michigan business in their Bid nor authorize the Michigan Department of Treasury to release information necessary to verify entitlement will be deemed to have waived their right to claim entitlement to any preference.

14.2. No Bidder shall be considered responsible under the requirements of the Bidding Documents, unless that Bidder delivers the information required in paragraph 2.1 that the **Owner** considers necessary to the evaluation of the Bid.

14.3. The following may be considered examples of sufficient grounds for determining that a Bidder is not responsible, or for objecting to any of the Bidder's Subcontractors (even if holding a valid license) or Suppliers: *(a) being listed on the Michigan Department of Labor's register of employers who have been found in contempt of court by a Federal Court of Appeals for failure to correct an unfair labor practice as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 U.S.C. 158 (1980 PA No. 278, as amended, MCL 423.321 et seq.); *(b) being debarred from participation in the bid process pursuant to Section 264 of 1984 PA 431, as amended, MCL 18.1264, or debarred or suspended from consideration for award of contracts by any other State or any federal Agency; (c) a felony conviction in any state (including this State) within the last three (3) years before the date of Bid opening; (d) lack of adequate experience or demonstrated qualifications or capability to perform the trades or classifications of the Work specified in the Bidding Documents; (e) reasonable doubt concerning the ability to maintain adequate construction equipment, quality control, schedule control or financing to meet contractual obligations under the Bidding Documents; (f) a previous termination for cause by the **Owner** within the last five (5) years before Bid opening; (g) failure to comply with all requirements for foreign corporations; (h) concealment, misrepresentation or misstatement of any material facts; or (i) failure to pay any federal, State or local taxes.

14.4 If the Owner, either through the Director-DCD or his/her designee, or the Board, intends to disqualify any Bidder under consideration for award, written notice of the impending disqualification will be provided by the Owner (including reasons for the disqualification) to that Bidder and those Bidders remaining under consideration to the award. If the disqualified Bidder has any objection to the disqualification that Bidder shall, within two (2) Business Days, file a written protest, as provided in paragraph 12.2, and follow the protest procedures in paragraphs 12.3 through 12.5. The decision of the Board shall be final and binding on the disqualified Bidder.

14.5. Except in circumstances leading to a determination obviously in error or inconsistent with the Bidding Documents, irregularities on any Bid shall be resolved using the rules provided in paragraph 14.6. Except as stated in paragraph 14.6(e), any Bid Form and Bid Form Attachment having any such irregularity shall be modified, altered, or revised to reflect the resolution of the irregularity, however, no Bidder-provided sum or extension shall be modified, altered, or revised and the Bidder's Bid shall be binding on the Bidder and the Bidder's surety, subject to the provisions governing Bid withdrawals stipulated in Article 11.

14.6. The following irregularities on any Bid Form or Bid Form Attachment shall be resolved as follows: (a) between SIGMA entry and signed Bid Summary attachment, the signed Bid Summary attachment will be used; (b) between words and figures, the words shall be used; (c) between any sum, computed by the Bidder, and the correct sum, the sum computed by the Bidder shall be used; (d) between the product, computed by the Bidder, of any quantity and bid unit price and the correct product of the unit price and the quantity of Unit Price Work, the product extended by the Bidder shall be used; (e) between a stipulated Allowance and the amount entered, the Allowance shall be used; (f) any mobilization pay item exceeding the maximum specified shall be ignored and the Bid shall remain unchanged; (g) if any Bidder fails or neglects to bid a unit price for an item of Unit Price Work but shows a "Bid Price" for that item, the missing unit price shall be computed from the respective quantity and the Bid Price shown; (h) if any Bidder fails or neglects to show a "Bid Price" for an item of Unit Price Work but bids a unit price, the missing Bid Price shall remain as “zero”; and (i) if any Bidder fails or neglects to enter a Bid price in both words and figures, the Bid price printed or typed, whether in words or figures, shall be used.

14.7. If there are reasonable grounds for believing that collusion or unlawful agreements exist between any Bidders, that a Bidder is interested in more than one Bid, or that any Bids are not genuine, those Bidders will be disqualified, and their Bids will be rejected without consideration.

14.8. All costs of the Bidder awarded the Contract and that are incurred in responding to requests from the **Owner** or **Professional**, whether or not sufficient, shall neither justify any increase in Contract Price or Contract Time nor provide any basis for subsequent consideration by the **Owner** of a proposal or claim for any increase in Contract Price or Contract Time.

*14.9. Michigan and Recycled Products – The Bidder awarded the Contract and all Subcontractors and Suppliers shall use (a) Michigan-made products whenever possible where price, quality and performance are equal to or better than non-Michigan products, and (b) supplies, materials and equipment made from Recycled Materials if there is a readily identifiable source or market as determined by the **Director-DCD, or his/her designee,** and the cost does not exceed one hundred ten percent (110%) of supplies, materials or equipment not containing Recycled Materials (Sections 261 and 261a of the Management and Budget Act, 1984 PA 431, as amended, MCL 18.1261 and MCL 18.1261a).

*14.10. Subcontractor and Supplier Businesses Owned by Minorities, Women and Persons with Physical or Mental Disabilities – Bidders are urged to utilize as Subcontractors and Suppliers, businesses owned by minorities, women, and persons with physical or mental disabilities. For assistance in locating and identifying certified businesses, contact the Michigan Department of Civil Rights, Business and Community Affairs, Cadillac Place, 3054 W. Grand Boulevard, Suite 3-600, Detroit, MI 48202, 1-800-482-3604.

*14.11. Unfair Labor Practice - Bidders who have been found in contempt of court by a Federal Court of Appeals on not less than three occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 U.S.C. 158 are not eligible to be awarded the Contract. A register of employers in violation of this requirement is compiled by the Michigan Department of Energy, Labor and Economic

Growth pursuant to 1980 PA 278, MCL 423.321 et seq. Further, the Bidder awarded the Contract shall not use any Subcontractors or Suppliers on the Work whose name appears on the register. According to Section 4 of 1980 PA 278, any contract entered into by the State may be declared void and rescinded to the extent the Bidder awarded the Contract or any Subcontractor, manufacturer, or Supplier awarded Work under the Contract subsequently appears in the register compiled by the Department of Consumer and Industry Services.

*14.12. Nondiscrimination – The Bidder awarded the Contract, and each Subcontractor and Supplier awarded a Sub agreement covenants that it will comply with the nondiscrimination requirements described in paragraphs 7.12.1 through 7.12.3 of Section 00700 General Conditions.

*14.12.1. A breach of the covenants set forth in paragraph 7.12 of Section 00700 General Conditions shall be regarded as a material breach of the Contract.

*14.12.2. The Bidder awarded the Contract shall include or incorporate by reference paragraph 14.12.1 (above) and the provisions of paragraphs 7.12.1 through 7.12.3 of Section 00700 General Conditions in every Sub agreement, unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission. Each Sub agreement shall provide that those provisions shall be binding upon the Subcontractor or Supplier.

*14.13. Bidders are further directed to Article 7 of Section 00700 General Conditions for terms and conditions concerning the specific legal requirements applicable to this Contract.

ARTICLE 15 EXECUTION OF THE AGREEMENT

15.1. Upon acceptance of a Bid for the Work by the **Board** or by the **Director** of the **Department** of Technology, Management and Budget, the **Director-DCD** or his/her designate will send the Notice of Award to the Bidder awarded the Contract. The Notice of Award will (a) designate the Contract Price and itemize the Alternates that the **Owner**, in its sole discretion, has accepted, (b) enclose completed, unsigned Section 00500 Agreement forms and blank Section 00610 Performance and Section 00620 Payment Bond forms, and (c) outline the procedures to be followed and information to be provided by the **Contractor** for execution of Section 00500 Agreement.

15.2. Unless otherwise designated in the Notice of Award, within fifteen (15) Calendar Days after receipt of the Notice of Award, the Bidder recommended for award shall (a) sign Section 00500 Agreement; (b) execute Section 00610 Performance Bond and Section 00620 Payment Bond (and attach to each Bond separate, certified copy of Power of Attorney); and (c) return to the Owner the executed Section 00500 Agreement, Section 00610 Performance Bond and Section 00620 Payment Bond forms, evidence of original certificates of insurance and any other documents required for submission by the Notice of Award.

15.3. Evidence of insurance shall consist of certificates of insurance confirming that the policies of insurance that the **Contractor** has obtained, including the limits of coverage and endorsements provided, are in compliance with the insurance requirements specified in paragraphs 7.4 through 7.7 of Section 00700 General Conditions. Certificates of insurance shall contain a statement confirming that coverage will not be canceled, adversely changed or renewal refused until at least thirty (30) Calendar Days' prior written notice has been delivered or mailed to the **Owner** and **Contractor**.

15.4. The **Owner** will execute the Section 00500 Agreement retain one hard copy and compile a complete electronic copy of the Contract Documents upon two conditions: (a) receipt of the executed Section 00500 Agreement, Section 00610 Performance Bond and Section 00620 Payment Bond (with each Bond enclosing a separate certified copy of Power of Attorney and a separate certificate of principal) and evidence of insurance; and (b) a determination by the **Owner** that the Section 00610 Performance Bond and Section 00620 Payment Bond, required certifications and evidence of insurance received conform to the requirements of the Contract Documents and are acceptable to the **Owner**.

15.5. Each full set of the executed Contract Documents shall consist of: (a) two (2) or more volumes containing the executed Agreement (conformed Section 00500); executed Performance and Payment Bond and certifications (conformed Section 00610 and Section 00620); the **Contractor's** Bid Form and Non-Collusion Affidavit (conformed Sections 00300 and 00320); and the remainder of the Bidding Documents, including Addenda; and (b) a separate volume with Qualification Submittals submitted by the **Contractor** that the **Owner**, in its sole discretion, chooses to include as part of the Contract Documents. The **Contractor** will receive one full set of the executed Contract Documents.

15.6. Bid prices in the "Schedule of Change Order Prices" on the **Contractor's** Bid Form accepted by the **Owner** upon evaluation of the **Contractor's** Bid will be incorporated into the Contract as provided in paragraph 3.2 of Section 00500 Agreement.

15.7. The Notice to Proceed shall be authorized by the **Director-DCD** or his/her designee. Subject to the provisions of Article 13 and compliance with paragraphs 15.2 through 15.4, the Notice to Proceed shall designate a Date of Commencement of the Contract Time no later than sixty (60) Calendar Days after the date ending the Bid hold period, or thirty (30) Calendar Days after

receipt by the **Owner** of the executed Section 00500 Agreement and acceptable, executed Section 00610 Performance Bond and Section 00620 Payment Bond, whichever last occurs, unless otherwise directed in writing by the **Owner**.

15.8. Within fifteen (15) Calendar Days after receiving the Notice to Proceed, the **Contractor** shall submit to the **Owner** any additional Change Order cost and pricing data requested with the Notice to Proceed. The **Contractor's** submittal shall be itemized in a breakdown acceptable to the **Owner**, and shall be certified as accurate, current, and complete by a duly authorized financial representative of the **Contractor**. The **Contractor** shall meet with the **Owner** to review the cost and pricing data submittal. The **Owner** shall incorporate into the Contract Documents any acceptable cost and pricing data by Change Authorization issued within a reasonable time after the Notice to Proceed.

ARTICLE 16 MOBILIZATION PAY ITEM

16.1. The mobilization pay item, if designated in the Specifications and/or the Bid Schedule in Section 00300 Bid Form, shall be intended to cover, at least in part, up-front costs incurred by the **Contractor** from Contract Award until sixty (60) Calendar Days after the **Contractor** starts the Work. Allowable mobilization items shall be as itemized in the Schedule of Values approved by the **Professional**, and may include costs incurred by the **Contractor** (a) in establishing temporary site offices and other facilities specified in the Specifications, (b) in obtaining permits required to commence the Work, (c) for premiums for the required Section 00610 Performance Bond and Section 00620 Payment Bond, (d) for insurance obtained by the **Contractor** to comply with the requirements of the Contract Documents, and (e) in complying with the Revision 0 Schedule and Cost Submittal requirements.

16.2. Total payments to the **Contractor** under the mobilization pay item shall not exceed four percent (4%) of the Base Bid, unless otherwise expressly provided in the Bidding Documents. If the **Contractor** incurs costs, which the **Contractor** considers within the scope of the mobilization pay item, more than the four percent (4%) limitation, those excess costs will not be reimbursed under the mobilization pay item and will be deemed to have been included in other parts of the **Contractor's** Bid.

16.3. To the extent practicable, the basis of measurement for payment shall be proof of actual payment by the **Contractor**. Where actual payment by the **Contractor** does not apply, as in the case of premiums for the Section 00610 Performance Bond, the Section 00620 Payment Bond and the insurance policies the **Contractor** is required to furnish under the provisions of Article 15, or in connection with the **Contractor** costs to comply with the Revision 0 Progress Schedule and Cost Submittal requirements of the Contract Documents, the basis of measurement for payment shall be as stipulated in the Schedule of Values approved by the **Professional**. Payments to the **Contractor** shall be based on the requirements of the Bidding Documents, subject to the following:

16.3.1. Approval by the **Professional** of the Schedule of Values (required by paragraph 12.1 of Section 00700 General Conditions) shall be a condition precedent to making any payment under the mobilization pay item. Partial payments shall be based on the breakdown itemized in the Schedule of Values and the extent of completion, as determined by the **Professional**.

16.3.2. Full payment of the amount corresponding to the Revision 0 Schedule and Cost Submittals shall be paid by with the Request for Payment following return to the **Contractor** of the Revision 0 Submittal, or Revision 0A Submittal (i.e., first resubmission), Revision 0B Submittal (i.e., second resubmission), etc. of the Progress Schedule marked "Resubmittal Not Required."

ARTICLE 17 SOIL EROSION AND SEDIMENTATION CONTROL –-FINE FOR NON-COMPLIANCE

17.1. All Work within this Contract must comply with the applicable soil erosion and sedimentation control rules and regulations (Soil Erosion and Sedimentation Control – 1994 PA 451, Part 91, as amended, MCL 324.9101 et seq.) and specific provisions for same within the Contract Documents. Soil erosion and sedimentation control will be monitored and enforced by the Department of Technology, Management and Budget, **State Facilities Administration**.

17.2. Soil erosion and sedimentation control on **Department** Projects will be monitored and enforced by **State Facilities Administration** through the review of **Contractor** implementation plans and site inspections by Soil Erosion and Sedimentation Control Unit personnel and/or **State Facilities Administration** Representative.

17.2.1. In the event, the **Owner** determines through site inspections by the **State Facilities Administration** Representative or by notification by regulatory authorities that the **Contractor** has not met the soil erosion requirements of the Project and/or is in violation of the applicable soil erosion and sedimentation control statutes, the **Contractor** shall be notified in writing and stop work orders may be issued by **State Facilities Administration** in conjunction with paragraph 2.3 of Section 00700 General Conditions.

17.3. In the event, the **Owner** determines through site inspections by the **State Facilities Administration** Representative or by notification by regulatory authorities that the **Contractor** has not met the soil erosion requirements of the Project and/or is in violation of the applicable soil erosion and sedimentation control statutes, the **Contractor** shall be notified in writing and corrective actions undertaken by **State Facilities Administration** in conjunction with paragraph 9.4 of Section 00700 General Conditions.

17.4. In the event, the **Contractor** fails to respond to written notice from **State Facilities Administration** regarding noncompliance with the provisions of the Contract Documents and/or soil erosion and sedimentation control regulations applicable to this Work, **State Facilities Administration** has the right to assess a fine to the **Contractor**. Fines shall be in addition to any other remediation costs or liquidated damages applicable to the Project and may exceed the value of the Contract.

END OF SECTION 00100

ATTACHMENT A TO SECTION 00100 – BIDDER'S CHECK LIST

PROFESSIONAL – Colliers Engineering and Design, 7050 West Saginaw Hwy, Suite 200, Lansing, MI 48917, phone 517.272.9835

WORK – Ottawa Building – SIGMA Move to First Floor

FILE No. – 171/26231.ABG

BEFORE BID OPENING:

10/14/2026 – Due date for delivery to the **Professional** of written proposals seeking to have the **Professional** consent to naming additional materials or equipment by Addenda. (Reference: Section 00100, Paragraph 7.2).

10/14/2026 – Bidder inquiries received after this date will not be answered, unless answered through Addenda issued at least seventy-two (72) hours before Bid opening (Business Days only), the Bid opening is postponed by Addendum, or the Work is rebid following post-Bid Addenda. (Reference: Section 00100, paragraph 4.1).

CONTENTS SHALL BE UPLOADED AS A PDF DOCUMENT TO/THROUGH SIGMA VSS (ITEMS 1 THROUGH 7 BELOW):

NOTE 1: THE BIDDER SHALL USE THE BID SUMMARY, BID FORM AND BID FORM ATTACHMENTS INCLUDED WITH THE BIDDING DOCUMENTS, UNLESS REVISED BY ADDENDUM, IN WHICH CASE THE LATEST REVISION OF THE BID SUMMARY, BID FORM AND/OR BID FORM ATTACHMENTS ISSUED BY ADDENDUM SHALL BE USED.

NOTE 2: THE BIDDER IS NOT REQUIRED TO INCLUDE THE PROJECT MANUAL OR DRAWINGS IN THE PDF BID DOCUMENT PACKAGE UPLOADED TO SIGMA VSS, ONLY THE COMPLETED BID SUMMARY, BID FORM AND BID FORM ATTACHMENTS!

☐ 1. Completed Bid Summary provided with Section 00300 Bid Form.

☐ 2. Completed Section 00300 Bid Form, which requires (a) completing the acknowledgment of Addenda in paragraph 2.1, (b) filling out Article 6 Bid Schedule and, if any prices are designated, completing Article 7 Change Order Prices, and (c) completing Article 8, that is, entering the date the Bid is submitted, completing paragraphs 8.1 through 8.4, and, if the Bidder is a joint venture, paragraph 8.5, and signing, as appropriate, in the spaces provided.

☐ 2.1 Completed Certificate of Principal or other equivalent acceptable certificate or authorization document, which certificate shall be attached to the completed Section 00300 Bid Form.

☐ 3. If the Bid includes a Bid Bond, ensure that the surety is authorized to do business in the State by the Department of Licensing and Regulatory Affairs – Insurance Bureau and is listed on the current U.S. Department of the Treasury Circular 570. Also, ensure that the completed Section 00310 Bid Bond is dated, is signed by both the Bidder and surety, and attaches Power of Attorney. If the Bid includes a certified or cashier's check or money order, that check, or money order shall be delivered in original copy before the Bid Due Time to:

State Facilities Administration
Design & Construction Division
3111 W. St. Joseph Street
Lansing, Michigan 48917

All other Bid information must be submitted via SIGMA as per standard bidding procedure.

☐ 4. Completed Section 00320 Non-collusion Affidavit and if applicable, completed Section 00330 Asbestos Abatement Attestation.

☐ 5. Qualified Disabled Veterans Preference Documentation (if preference requested).

☐ 5.1 DD 214 – Proof of Service/Discharge.

☐ 5.2 Veterans Administration Rating Decision Letter – Proof of Disability, if not indicated in the DD 214.

☐ 5.3 Legal Proof of 51% QDV Ownership

☐ 6 Byrd Anti-Lobbying Certification (Only when Federal Provisions Addendum is included)

☐ 7 State Project Registration (SPR) for the Contractor and subcontractors (if applicable pursuant to 2023 PA 10, as amended, MCL 408.1101 et seq.)

This Bidder's Check List is provided solely to aid the Bidder in submitting a Bid. It shall not be relied on to include all items necessary to insure a complete Bid. The Bidder is solely responsible for including all items as required by the Bidding Documents, including any items required by Addenda, which may not be listed in this Bidder's Check List.

END OF ATTACHMENT A TO SECTION 00100

SECTION 00120 – SUPPLEMENTARY INSTRUCTIONS

PROFESSIONAL – Colliers Engineering and Design, 7050 West Saginaw Hwy, Suite 200, Lansing, MI 48917, phone 517.272.9835
WORK – Ottawa Building – SIGMA Move to First Floor
FILE No. – 171/26231.ABG

The provisions of this Section 00120 Supplementary Instructions amend or supplement Section 00100 Instructions to Bidders and those other provisions of the Bidding Requirements that are indicated below. All other Bidding Requirements that are not so amended or supplemented remain in full force and effect.

Click or tap here to enter text.

END OF SECTION 00120

SECTION 00210 INFORMATION FOR BIDDERS

PROFESSIONAL – Colliers Engineering and Design, 7050 West Saginaw Hwy, Suite 200, Lansing, MI 48917, phone 517.272.9835
WORK – Ottawa Building – SIGMA Move to First Floor
FILE No. – 171/26231.ABG

1.0 RELATED PROVISIONS

1.1. Paragraphs 3.4 through 3.7 of Section 00100 Instructions to Bidders, which contain terms and conditions governing the information made available to Bidders in this Section, are made part of this Section 00210 Information for Bidders by this reference.

2.0 SUBSURFACE CONDITIONS

2.1. The reports of explorations and tests of subsurface conditions itemized immediately below have been used by the **Professional** in the preparation of the Bidding Documents.

N/A

2.1.1. Information or data contained in those reports that may be properly considered Authorized Technical Data concerning subsurface conditions include (NOTE: All other information or data excluded from the list below represent Non-Technical Information or Data, interpretations, or opinions):

N/A

2.2. The reports of explorations and tests of subsurface conditions itemized immediately below have not been used by the **Professional** in the preparation of the Bidding Documents. Those reports are available at the office of the **Professional** for review or purchase. Neither the **Owner** nor **Professional** warrants that this list identifies all existing relevant documents.

3.0 OTHER PHYSICAL CONDITIONS

3.1. The Drawings and technical Specifications and those drawings itemized immediately below contain information or data that have been used by the **Professional** in the preparation of the Bidding Documents, and that may be properly considered Authorized Technical Data concerning physical conditions of existing surface and subsurface facilities.

N/A

3.2. The reference documents itemized immediately below have not been used by the **Professional** in the preparation of the Bidding Documents and are available at the office of the **Professional** for review or purchase. Information and data contained in those reference documents, including, but not limited to dimensions, locations and conditions of existing surface and subsurface structures, roadways, piping, raceways, equipment, etc. may not accurately or reliably reflect actual conditions. Neither the **Owner** nor **Professional** warrants that this list identifies all existing relevant documents.

N/A

4.0 UNDERGROUND UTILITIES

4.1. Information or data about physical conditions of existing Underground Utilities, that have been used by the **Professional** in the preparation of the Bidding Documents, is shown or indicated in the Drawings and technical Specifications and those Underground Utility drawings itemized immediately below.

N/A

5.0 PERMITS, APPROVALS, LICENSES AND FEES

5.1. To the extent that the **Owner** has secured or will secure any permits, approvals and licenses and has paid or will pay any associated charges and fees, any such permits, approvals and licenses are itemized in this paragraph.

N/A

5.2. In the event any permits, approvals and licenses itemized in paragraph 5.1 have been obtained by the **Owner** and the fees have been paid, copies of those permits, approvals, licenses, and corresponding fee receipts, will be attached by the **Professional** as a PDF copy with the SIGMA posting or will otherwise be made available for contractor to download.

5.3. Except for any permits, approvals, licenses, and fees identified in paragraph 5.1, the **Contractor** shall be responsible for all permits, approvals, licenses, and fees applicable to Work.

6.0 SEQUENCING REQUIREMENTS

6.1. Refer to the technical Specifications, including, but not limited to the General Requirements, for information, data, and criteria on sequences of Work restraints, constructability, and maintenance of service to existing facilities, which, if provided, shall govern the selection of Work sequences.

6.2. Each Bidder shall be responsible for any conclusions or interpretations the Bidder makes related to the selection of sequences and Means and Methods, based on the technical data made available, and/or those additional investigations or studies made or obtained by that Bidder.

END OF SECTION 00210

SECTION 00300 – BID SUMMARY

BID SUMMARY

DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET

STATE FACILITIES ADMINISTRATION
DESIGN AND CONSTRUCTION DIVISION
3111 W. St. Joseph Street
Lansing, Michigan 48917

Bids must be submitted electronically through the SIGMA VSS website at
https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService

FILE NUMBER	DEPARTMENT/AGENCY	
171/26231.ABG	DTMB / Department of State	
CONTRACT TIME(S) 90 Days	PROJECT NAME Ottawa Building – SIGMA Move to First Floor	LOCATION 611 W Ottawa St Lansing, MI 48933
BID OPENING DATE Wednesday, October 21, 2026 at 2:00 pm ET	FOR AN EXAMINATION OF THE SITE CONTACT: William Harris, harrisW6@michigan.gov	

SEE SECTION 00100 INSTRUCTIONS TO BIDDERS AND SECTION 00700 GENERAL CONDITIONS PROVIDED WITH THE BIDDING DOCUMENTS.
BID: WE PROPOSE TO FURNISH, PERFORM AND COMPLETE THE ENTIRE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS IN CONSIDERATION OF THE BID PRICE (S) STATED BELOW.

FIRM NAME AND COMPLETE ADDRESS	TELEPHONE NUMBER and E-MAIL ADDRESS
	SIGMA VENDOR NUMBER (protected information required for processing payments)
☐ Qualified Disabled Veteran	
BIDDER'S SIGNATURE AND TITLE DATE	WITNESS' SIGNATURE DATE

By signing this bid above, bidder certifies their enclosed Qualified Disabled Veteran and Michigan-Based Business Certifications.

BASE BID FROM BID SCHEDULE (Include specified Allowances):

_____ Dollars $_____
(use words) (in figures)

Alternate1: (Add/Subtract) _____ Dollars $ _____
(use words) (in figures)

Alternate 2: (Add/Subtract) _____ Dollars $ _____
(use words) (in figures)

Alternate 3: (Add/Subtract) _____ Dollars $ _____
(use words) (in figures)

A PERFORMANCE BOND AND A PAYMENT BOND ARE REQUIRED FOR ALL BIDS OVER $50,000.00. EACH BID MUST BE ACCOMPANIED BY A FIVE (5) PERCENT BID GUARANTEE. BUILDERS RISK INSURANCE IS REQUIRED TO BE PROVIDED BY THE CONTRACTOR UNLESS OTHERWISE INDICATED IN THE BID DOCUMENTS.

BIDDERS ARE ALSO CAUTIONED TO FAMILIARIZE THEMSELVES WITH ALL OF THE OTHER CONDITIONS OF THE CONTRACT.

Project Scope of Work:

The Work, Ottawa Building First Floor West Suite Renovations, File No. 171/26231.ABG includes, but is not necessarily limited to construction of private office spaces, refurbishing an existing kitchenette space, as well as reconfiguring existing workspaces and storage spaces. In addition to the floor plan alterations, the interior finishes will also be renovated with new carpet, new wall paint, ceiling tile, and light fixtures. Demolishing existing spaces will make room for new conference rooms, offices, workspaces, and flexible workspaces that will accommodate SIGMA's mission. Most of the furniture to be used in the space will be reused and moved from SIGMA's existing space within the Ottawa Building. Electrical and HVAC systems will be altered to work with the

requirements SIGMA has for the new space. The square footage of the first floor is 28,146 SF, of which 14.787 SF is to be renovated under this contract. The site is located at 611 W Ottawa St, Lansing, MI 48933, as shown on the Drawings.

The Bidder must figure its Base Bid on the specified, or Addendum-approved, materials and equipment **only**. No "or equal" or substitution proposals will be permitted after Bid opening, except as provided in the General Conditions.

Addenda: Bidder acknowledges receipt of Addenda: No. ___ dated: _____, No. ___ dated: _____ No. ___ dated: _____

SECTION 00300 BID FORM

PROFESSIONAL – Colliers Engineering and Design, 7050 West Saginaw Hwy, Suite 200, Lansing, MI 48917, phone 517.272.9835

WORK – Ottawa Building – SIGMA Move to First Floor

FILE No. - 171/26231.ABG

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ARTICLE 1 THIS BID IS SUBMITTED TO THE STATE OF MICHIGAN ("the **Owner**").

1.1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the **Owner** on the form in Section 00500 Agreement and to furnish and perform the Work as specified or indicated in the Bidding Documents for the Bid prices in the "Bid Schedule" on this Section 00300 Bid Form, within the Contract Times specified in Section 00500 Agreement, and in accordance with all other provisions and terms and conditions of the Bidding Documents, including, without limitation, those dealing with the disposition of the Bid Security.

1.2. The undersigned Bidder agrees to hold this Bid open for acceptance by the **Owner** for the period specified in Article 9 of Section 00030 Advertisement.

STATE OF MICHIGAN MODEL
Developed from FORMSPEC™ Michigan Model

1.3. The Bidder will provide a signed original of Section 00500 Agreement, the executed Section 00610 Performance Bond, the executed Section 00620 Payment Bond, and appropriate evidence of insurance within the times and in the manner specified in the Bidding Documents.

ARTICLE 2 THE BIDDER'S REPRESENTATIONS

2.1. The Bidder has examined the Bidding Documents, including the Addenda acknowledged in the table below. The Bidder has verified that the Addenda acknowledged below include all issued Addenda. Except for Addenda, which solely revise the date of Bid, opening, failure by the Bidder to acknowledge receipt of all Addenda correctly, by either failing to complete or incorrectly completing the table below, shall justify the Owner's refusal to read the Bid and automatically disqualify the Bidder from any consideration for award of the Contract.

No. ___ Dated _____ No. ___ Dated _____ No. ___ Dated _____

No. ___ Dated _____ No. ___ Dated _____ No. ___ Dated _____

No. ___ Dated _____ No. ___ Dated _____ No. ___ Dated _____

2.2. The Bidder has taken those steps that are reasonably necessary to (a) ascertain and become familiar with the Work, site, and locality; (b) account for all applicable federal, state, and other local Laws and all general, local, and prevailing conditions that may in any manner affect cost, schedule, progress, performance or furnishing of the Work; and (c) study and account for the terms and conditions of the Bidding Documents. The Bidder has carefully correlated the Bidder's observations with the Bidding Documents.

2.3. The Bidder has studied carefully all reports concerning subsurface conditions and drawings of physical conditions of existing surface and subsurface facilities that have been used by the **Professional** and all documents of physical conditions of existing Underground Utilities facilities that have been used by the **Professional** – in both cases as identified in Section 00210 Information for bidders. The Bidder assumes responsibility for carefully and accurately locating existing Underground Utilities in a manner consistent with paragraph 10.3 of Section 00700 General Conditions and as required by 2013 PA 174, as amended, MCL 460.721 et seq. The Bidder accepts the determinations set forth in the Bidding Documents as to the extent of such Authorized Technical Data and Underground Utilities information and data contained in those reports, drawings, documents, or the Bidding Documents, as applicable, upon which the Bidder may rely.

2.4. To the extent Additional Technical Data has been considered by the Bidder as necessary for determining the Bid in Article 6 Bid Schedule, and the **Owner**, upon request, did not have the necessary Additional Technical Data, the Bidder assumes responsibility for having undertaken or undertaking reasonable examinations of the site and any other pertinent available information and data. The Bidder agrees to perform and furnish the Work affected by the conditions involved, at no increase in Contract Price and Contract Time, to the extent the information and data necessary for determining the Bid could have been discovered through reasonable examinations of the site and any other pertinent information and data available (including, but not limited to the information and data designated in Section 00210 Information for Bidders).

2.5. The Bidder has carefully correlated the results of its observations, examinations, and studies of those reports of explorations and all that information and data in studies, drawings, and specifications, referred to in paragraphs 2.3 and 2.4, with the terms and conditions of the Bidding Documents.

2.6. The Bidder has examined all information and data shown or indicated in the Bidding Documents concerning other work, including, but not limited to provisions in Section 00700 General Conditions. The Bidder assumes responsibility for all reasonably foreseeable terms, conditions and consequences resulting from other work that may in any manner affect cost, schedule, progress, performance or furnishing of the Work.

2.7. The Bidder has carefully examined the terms and conditions of the Bidding Documents concerning Delay, Activity Float times and early completion. The Bidder agrees that increases in Contract Price and/or Contract Time for Delay shall be as provided in Section 00700 General Conditions. The Bidder has correlated those terms and conditions with the Bidder's schedule for the Work and its Base Bid and Alternates.

2.8. The Bidder represents that each unit price covering Specified or Contingent Unit Price Work, whether bid on Article 6 – Bid Schedule or on Article 7 – Schedule of Change Order Prices, includes sufficient amounts to cover (a) all labor costs, Subcontractor costs, material and equipment costs, construction equipment costs and general conditions costs, and (b) all administrative costs and home office overhead), and (c) profit. The **Owner** reserves the right to reject any unit prices bid on paragraph 6.2 Schedule of Alternates or in Article 7 Schedule of Change Order Prices, which, in the **Owner's** sole discretion, are not in the **Owner's** best interest.

2.9. The Bidder has given the **Professional** written notice of all conflicts, ambiguities, errors, or omissions the Bidder has discovered in the Bidding Documents, and the written resolution given by the **Professional** is acceptable to the Bidder.

2.10. This Bid is genuine, is not made in the interest of or on behalf of any undisclosed person and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation. To induce the **Owner** into consideration of this Bid, the Bidder reiterates and makes each of the representations made by the Bidder in Section 00320 Non-collusion Affidavit attached to this Section 00300 Bid Form.

2.11. The Bidder is aware of the **Owner's** requirements for business owned by minorities, women, and persons with physical or mental disabilities, and assumes responsibility for all conditions and consequences that may result from meeting those requirements and that may in any manner affect cost, schedule, progress, performance and furnishing of the Work.

2.12. The Bidder has read and studied each provision of the Bidding Documents. The Bidder has no expectations different from the terms and conditions of the Bidding Documents.

2.13. The Bidder is aware of the **Owner's** requirements for asbestos abatement projects pursuant to PA 59 of 2024, MCL 338.3371 et seq. and the APPENDIX II – ASBESTOS ABATEMENT PROJECT PROCEDURES as part of and in conjunction with all other contract requirements and assumes responsibility for all conditions and consequences that may result from meeting those requirements and that may in any manner affect cost, schedule, progress, performance and furnishing of the Work.

ARTICLE 3 TIME OF COMPLETION

3.1. The Contract Times are specified in paragraph 4.1 of Section 00500 Agreement. The Bidder has carefully correlated the provisions in paragraph 4.1 of Section 00500 Agreement with the other terms and conditions of the Bidding Documents and unequivocally accepts the Contract Times for the Work, and any other designated parts of the Work, as specified.

3.2. The Bidder unequivocally accepts the liquidated damage provisions specified in paragraph 4.2 of Section 00500 Agreement in the event of any failure, neglect, or refusal to complete the Work, or designated part of the Work, within the corresponding Contract Times specified in paragraph 4.1 of Section 00500 Agreement.

ARTICLE 4 ATTACHMENTS INCLUDED WITH THIS BID

4.1. Attachments to this Section 00300 Bid Form and made a condition of this Bid are:

4.1.1. Evidence of Authority to Sign the Bid.

4.1.2. Section 00310 Bid Bond, with the attached certified copy of Power of Attorney, or

Alternate Bid Security.

4.1.3. Section 00320 Non-collusion Affidavit, and if applicable, Section 00330 Asbestos Abatement Attestation.

TO BE PROVIDED POST BID WITH SECTION 00400 SUBMITTALS:

4.1.5 Current EMR Rating

4.1.6 Identification of the proposed project superintendent with a resume or list of similar projects handled by that individual.

4.1.7 A list of at least three (3) projects completed within the last three (3) years of similar size and complexity, with contact information for references for each.

4.2. Bidder-provided documents, made a condition of this Bid, are as required in the following Section(s) of the Bidding Documents:

_____

ARTICLE 5 DEFINED TERMS

5.1. Section 00020 Glossary assigns specific intent and meanings to capitalized terms and to other defined terms used in (a) this Section 00300 Bid Form, (b) Section 00310 Bid Bond and Section 00320 Non-collusion Affidavit), and (c) Section 00410 Bid Breakdown, Section 00420 Questionnaire, Section 00430 List of Subcontractors and Section 00440 Schedule of Materials and Equipment.

ARTICLE 6 BID SCHEDULE

6.1 Base Bid Schedule - The Bidder will complete the Work and accept in full payment, for the Work items listed, the following unit prices and/or Bid Prices, as applicable:

Base Bid Item No.	Bid Quantity	Description	Unit Price	Item Bid Price
		ALLOWANCE AMOUNT	**$50,000**	
		TOTAL (This amount should equal the Base Bid amount on the Bid Summary Form)		**$**

Base Bid (Sum of Bid Prices for all Base Bid Items):

_____ Dollars and No/Cents $_____
(use words) (in figures)

Name of the Bidder _____ File No. _____

Date _____

SIGMA VENDOR NUMBER _____

Telephone No. _____

6.2 Schedule of Alternates - The Bidder will complete (or deduct from the Contract) the parts of the Work designated by the Alternates that follow and accept in full payment (or allow in full credit) for those parts of the Work the following Bid Prices:

Alternate Item No.	Bid Quantity	Description	Unit Price	Item Bid Price
		N/A		

The Bidder further acknowledges and agrees that the separate prices bid on this "Schedule of Alternates," where they are applicable and deemed acceptable by the **Owner**, will be used if incorporated into the Contract when the **Owner** issues the Notice of Award.

Name of the Bidder _____ File No. _____

Date _____

SIGMA VENDOR NUMBER _____

Telephone No. _____

ARTICLE 7 SCHEDULE OF CHANGE ORDER PRICES

7.1 The Bidder shall use this "Schedule of Change Order Prices" to propose contingent prices. The proposed contingent Change Order prices set forth in this schedule, at the sole discretion of the **Owner,** may, or may not be incorporated into the Contract Documents. The **Owner** reserves the right to negotiate contingent Change Order prices set forth herein prior to their possible incorporation into the Contract Documents. Proposed Change Order prices will not affect determination of the lowest Bid.

7.2 Subject to their incorporation into the Contract Documents, as provided in the Agreement, the Bidder will add to, or deduct from, the Contract Work covered by the contingent prices that follow and accept in full payment, or allow in full credit, for that Work (a) those prices bid by the Bidder, or (b) if a particular price is not bid, the price proposed by the **Owner** (and shown in the appropriate column):

Item No.	Bid Quantity	Description	Unit Price	Item Bid Price
		N/A		

Name of the Bidder _____

File No. _____

Date _____

SIGMA VENDOR NUMBER _____

Telephone No. _____

ARTICLE 8 BID SUBMITTED ON the _____ day of _____, 20____.

8.1. Bid Security is in the form of a Bid Bond _____ Bid Bond form provided in Section 00310 has been duly executed _____; or

A Certified or Cashier's check ___ or Money Order ___ *if a check or money order is provided as Bid Security, the original check/money order must be delivered before Bid Due Time to the issuing office as per Section 00100 paragraph 5.2 and Section 00110 item 3.*

8.2. If the Bidder is an Individual:

Name of Individual: _____

Name & Title of Person Authorized to sign: _____

Signature: _____
(If not the Individual, Attach Power of Attorney) Date

Doing Business as: _____

Business Address: _____

SIGMA VENDOR NUMBER_____

County of registration _____

Telephone: _____ FAX: _____

8.3. If the Bidder is a Partnership:

By: _____
(True Name of the Partnership)

_____
Partner Authorized to Sign Date

Signature: _____
(Attach evidence of Authority to sign) Date

Business Address: _____

SIGMA VENDOR NUMBER_____

County of registration _____

Telephone: _____ FAX _____

8.4. If the Bidder is a Corporation:

By: _____
(Legal Corporation Name)

Name & Title of Authorized Officer: _____

Signature: _____
(Attach evidence of Authority to sign) Date

Name & Title of Officer Attesting: _____

Signature: _____
Date

Business Address: _____

SIGMA VENDOR NUMBER_____

Telephone: _____ FAX _____

(State of Incorporation): _____

8.5. If The Bidder is A Joint Venture: JOINT VENTURE SIGNATURES SHALL BE AS PROVIDED IN PARAGRAPH 9.5 OF SECTION 00100 INSTRUCTIONS TO BIDDERS. EACH JOINT VENTURER SIGNING THE BID SHALL SIGN IN THE MANNER INDICATED FOR AN INDIVIDUAL, A PARTNERSHIP OR A CORPORATION. IF MORE THAN TWO JOINT VENTURERS OF THE SAME TYPE ARE INCLUDED, USE ADDITIONAL PAGES. JOINT VENTURE STATE OF INCORPORATION _____ OR COUNTY OF REGISTRATION _____

CERTIFICATE OF PRINCIPAL

(BIDDER)

I, _____, certify that I am the Secretary of the Corporation ____, or a General Partner ____ or Managing Partner ____ or Partner ____ of the partnership, named as the Bidder in the attached Section 00300 Bid Form; that _____ _____ who signed Section 00300 Bid Form on behalf of the Bidder, was then _____ of that corporation ____ or partnership ____; that I know the undersigned's signature, and the signature is genuine; and that Section 00300 Bid Form was duly signed, sealed and attested for and on behalf of that corporation ___ partnership ___ by authority of its governing body ___ or partners ___

_____ _____
Signed by the Secretary or Other Authorized Officer of the Corporation Date
or By General Partner or Managing Partner or Authorized Partner Certifying

_____
Name of the Corporation or True Name of the Partnership

Federal Identification (I.D.) No. or Social Security No. (**LAST 4 ONLY**)_____

Telephone No. _____

(Corporate Seal)

VERIFICATION
(BIDDER)

STATE OF MICHIGAN)
)
COUNTY OF _____)

Before me, a Notary duly commissioned, qualified and acting, personally appeared (enter name of person who signed the Bid Form on behalf of the Bidder), _____ to me well known to be the person described in and who signed Section 00300 Bid Form, who being by me first duly sworn upon oath, says that he/she is the Attorney-in-Fact for (enter the Bidder's name) _____ and that he/she has been authorized by (enter name of individual, partnership name, or that governing body of the Bidder named in the attached corporate resolution) _____ _____ to execute the attached Section 00300 Bid Form on behalf of the named Bidder in favor of the STATE OF MICHIGAN.

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

_____

Notary Public, State of: _____

My Commission Expires: _____

END OF SECTION 00300

SECTION 00310 BID BOND

FILE No. _____ SURETY COMPANY REFERENCE No. _____

KNOW ALL PERSONS BY THESE PRESENTS: That we, "the Bidder," _____, a corporation ____, individual ____, partnership ____, joint venture ____, of the State of _____, qualified to do business in the State of Michigan, as Principal, and "the Surety," _____, of the State of _____, as surety, are hereby held and firmly bound unto the State of Michigan, "the **Owner**," as Obligee, in the amount of _____ Dollars ($_____), and if no amount is entered, in the amount of five percent (5%) of the Bidder's Base Bid designated in paragraph 6.1 Base Bid Schedule in Section 00300 Bid Form, for the payment of which the Bidder and the Surety hereby bind ourselves, our respective heirs, successors, legal representatives and assigns, jointly and severally, firmly by these presents in accordance with Michigan Law.

WHEREAS, the Bidder has submitted to the **Owner** a Bid, to which this Bond is attached, to enter into the Contract with the **Owner** for _____ covered by Bidding Documents prepared by the **Professional**, which Bidding Documents are incorporated into this Bid Bond by this reference:

NOW, THEREFORE: THE CONDITION OF THIS OBLIGATION IS THAT, if the Bidder faithfully performs and fulfills all the understandings, covenants, terms and conditions of the Bidding Documents governing the bidding and award of the Contract (including Addenda issued before Bid opening and any post–Bid Addenda) within the time specified or any extension thereof, with or without notice to the Surety or fails to do so but pays to the **Owner** the full amount of the sum set forth in this Section 00310 Bid Bond as liquidated damages - then THIS OBLIGATION SHALL BE NULL AND VOID, OTHERWISE THIS OBLIGATION SHALL REMAIN IN FULL FORCE AND EFFECT.

A. If the **Owner** makes demand on the Surety to perform in accordance with the Surety's obligations under this Section 00310 Bid Bond, the full amount of the sum set forth in this Section 00310 Bid Bond shall be immediately due and payable to the **Owner**, and the Surety shall pay that sum without delay. Additionally, the Surety shall reimburse the **Owner** all costs of collection, which shall include, but not be limited to reasonable fees and charges of architects, engineers, attorneys and others, court or hearing costs incurred with or without suit, and interest.

B. The Surety, for value received, stipulates, and agrees that the obligations of the Surety and this Section 00310 Bid Bond shall be in no way impaired or affected by any extension of the time within which the **Owner** may accept the Bid, and the Surety does, by this agreement, waive notice of any such extension.

C. It is the intention of the Bidder, Surety and **Owner** that the Surety shall be bound by all terms and conditions of the Bidding Documents and this Section 00310 Bid Bond. However, if any provision(s) of this Section 00310 Bid Bond is/are illegal, invalid, or unenforceable, all other provisions of this Section 00310 Bid Bond shall nevertheless remain in full force and effect, and the **Owner** shall be protected to the full extent provided by Michigan Law.

IMPORTANT: The Surety shall be authorized to do business in the State by the Department of Consumer and Industry Services – Insurance Bureau and listed on the current U.S. Department of the Treasury Circular 570 and shall be otherwise acceptable to the **Owner**.

Address and Telephone of Surety

Address and Telephone of Agent

Signed and sealed this _____ day of _____, 20____ (NOTE: Use the date entered on Article 8 of Section 00300 Bid Form).

THE BIDDER: (Print Full Name and Sign)

By: _____

Name & Title: _____

Signature: _____

WITNESS: _____

Telephone No. _____

THE SURETY: (Print Full Name and Sign)

By Agent: _____

By Attorney-in-Fact: _____
(Attach Certified Copy of Power of Attorney)

Signature: _____

WITNESS: _____

Telephone No. _____

Email: _____ _____

END OF SECTION 00310

SECTION 00320 NONCOLLUSION AFFIDAVIT

PROFESSIONAL – Colliers Engineering and Design, 7050 West Saginaw Hwy, Suite 200, Lansing MI 48917, phone 517.272.9835

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Affiant, _____, being first duly sworn, deposes and says that:

(1) Affiant is (enter title) _____ of _____ _____, "the Bidder." Affiant has personal knowledge of the matters set forth in this Affidavit and is competent to testify about them.

(2) The Bidder has submitted to the **Owner** a "Bid" to enter into the above referenced Contract, also referred to in this Affidavit as "the Work."

(3) This Section 00320 Non-collusion Affidavit is executed by Affiant for inclusion with the submission to the **Owner** of the Bid and may be relied upon by the **Owner** in considering the Bid.

(4) Affiant is fully informed about the preparation and contents of the Bid and of all pertinent circumstances surrounding the Bid, has not entered into any contract, combination, conspiracy, or other act prohibited by federal, State or any other local Law. The Bid is genuine and is not a collusive or sham Bid.

(5) Neither the Bidder nor any of the Bidder's owners, officers, partners, directors, agents, representatives, employees or parties in interest, including this Affiant, have in any way entered or proposed to enter into any combination to prevent the making of any Bid, or to fix any prices (including overhead, profit or other costs) for the Bid; or have made any agreement, or given or promised any consideration to induce any other person not to Bid for the Work, or to Bid at a specified price; or have secured, proposed or intended to secure through any agreement an unlawful advantage against the **Owner** or any other person interested in the Work.

(6) No officer or employee of the State of Michigan is personally or financially interested, directly or indirectly, in the Bid, or any Contract which may be under it, or in the purchase or sale of any materials, equipment or supplies for the Work to which it relates, or any portion of any expected profits thereto.

(7) The Bid is not intended to secure an unfair advantage or benefit from the **Owner** or in favor of any person interested in the proposed Contract.

(8) The prices bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of the Bidder's owners, officers, partners, directors, agents, representatives, employees or parties in interest, including this Affiant; and neither the Bidder nor any of its owners, officers, partners, directors, agents, representatives, employees or parties in interest, including this Affiant, have divulged any information regarding the Bid or any data about the Bid to any other person.

By: _____ Title: _____

SIGMA VENDOR NUMBER_____ Telephone No. _____

VERIFICATION

STATE OF _____)
)
COUNTY OF _____)

Before me, a Notary Public commissioned, qualified and acting, personally appeared (enter name of the person signing this Affidavit) _____ to me well known to be the person described in and who signed this Section 00320 Non-collusion Affidavit, who being by me first duly sworn upon oath, says that he/she is the Attorney-in-Fact for (enter Bidder's name) _____-_____, that he/she has been authorized by (enter name of individual, partnership name, or the authorized governing body of the Bidder) _____ to execute this Section 00320 Non-collusion Affidavit on behalf of the named Bidder in favor of the STATE OF MICHIGAN, for the uses and purposes mentioned.

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

_____

Notary Public, State of _____

My Commission expires: _____, 20 ___

END OF SECTION 00320

SECTION 00330 ASBESTOS ABATEMENT ATTESTATION

PROFESSIONAL – Colliers Engineering and Design, 7050 West Saginaw Hwy, Suite 200, Lansing MI 48917, phone 517.272.9835

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ASBESTOS ABATEMENT ATTESTATION

SUBMISSION REQUIRED WITH ALL BIDS

Pursuant to the Public Entity Asbestos Removal Verification Act, PA 59 of 2024, MCL 338.3371 et seq. ("the Act"), the Owner will conduct the background investigation as required of any asbestos abatement contractor, or a general contractor that contracts with an asbestos abatement contractor, for the abatement of asbestos. Under the Act, an "Asbestos abatement contractor" means a business entity that is licensed under the asbestos abatement contractors licensing act, 1986 PA 135, MCL 338.3101 to 338.3319, and that carries on the business of asbestos abatement on the premises of another business entity and not on the asbestos abatement contractor's premises. Asbestos abatement contractor includes an individual or person with an ownership interest in a business entity described in MCL 338.3373(b).

☐ **THE SCOPE OF WORK TO BE COVERED UNDER THIS CONTRACT DOES NOT CONTAINS ASBESTOS ABATEMENT AND THIS ATTESTATION IS TO BE LEFT BANK.**

Contractor attests that: *(check one:)*

1. ☐ The Contractor will self-perform all asbestos abatement project work and attests that Contractor has not been issued 5 or more notices of violation of environmental regulations (State and/or Federal), nor has been subject to an administrative consent order or a consent judgment involving environmental regulations.

2. ☐ The Contractor will self-perform all asbestos abatement project work; however, Contractor has been issued 5 or more notices of violation of environmental regulations (State and/or Federal), or has been subject to an administrative consent order or a consent judgment involving environmental regulations, requiring Owner to conduct a background investigation and a public hearing pursuant to PA 59 of 2024, MCL 338.3371 et seq.

3. ☐ The Contractor nominates the following Sub-contractor for all asbestos abatement project work and attests that the nominated Sub-contractor has not been issued 5 or more notices of violation of environmental regulations (State and/or Federal), nor has been subject to an administrative consent order or a consent judgment involving environmental regulations:

   Nominated Sub-contractor: _____

4. ☐ The Contractor nominates the following Sub-contractor for all asbestos abatement project work; however, the nominated Sub-contractor has been issued 5 or more notices of violation of environmental regulations (State and/or Federal), or has been subject to an administrative consent order or a consent judgment involving environmental regulations, requiring Owner to conduct a background investigation and a public hearing pursuant to PA 59 of 2024, MCL 338.3371 et seq.

   Nominated Sub-contractor: _____

END OF SECTION 00330

SECTION 00410 BID BREAKDOWN

PROFESSIONAL – Colliers Engineering and Design, 7050 West Saginaw Hwy, Suite 200, Lansing MI 48917, phone 517.272.9835

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1.0 BID BREAKDOWN: The Apparent Low Bidder shall itemize below a cost breakdown of the Apparent Low Bidder's Bid. The Bid Breakdown shall be organized into separable parts of the Work so that one hundred percent (100%) of the Base Bid plus all Alternates is accounted for. Portions of the Work for which costs are itemized shall include Work to be furnished and performed directly by the Apparent Low Bidder and its Subcontractors and Suppliers, as applicable. Each separable part of the Work identified in this Bid Breakdown shall have a value not exceeding _____ percent (____%) of the Apparent Low Bidder's Base Bid, except parts of the Work designating furnished materials or equipment, which may be itemized as quoted.

2.0 DISCREPANCIES: Discrepancies in this Section 00410 Bid Breakdown shall be resolved in accordance with Article 14 of the Instructions to Bidders. Any discrepancies between the Apparent Low Bidder's Bid Breakdown and Article 6 "Bid Schedule" on the Apparent Low Bidder's Section 00300 Bid Form with respect to a given lump sum item, unit price item or "One Each" item, or any sum of any of them, will be resolved so that the corresponding amount(s) on the Apparent Low Bidder's Section 00300 Bid Form will be binding on the Apparent Low Bidder.

END OF SECTION 00410

PROFESSIONAL – Colliers Engineering and Design, 7050 West Saginaw Hwy, Suite 200, Lansing MI 48917, phone 517.272.9835

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ARTICLE 1 ORGANIZATION

1.1. Date of organization (or incorporation) _____ State of incorporation _____ (IRS) EIN _____

1.2. Title and name of Principals (President, Vice-Presidents, Secretary and Treasurer, if a corporation; partners, if a partnership)

_____

_____

1.3. Is your organization's principal place of business maintained in the State of Michigan? ___ If your organization maintains its principal place of business outside the State, attach a copy of the Certificate of Authority which your organization procured in accordance with MCL 450.2011.

1.4. If your organization, any business entity related to or affiliated with your organization, or any present or former executive employee, officer, director, shareholder (owning twenty percent (20%) or more of the outstanding shares), partner, or owner of your organization or of any such related or affiliated entity has ever been convicted of a felony, or has felony charges pending, in any state within the last three (3) years from the date of Bid opening, furnish with this Bidder's Questionnaire all material facts relating to any such felony conviction or such pending felony charges.

ARTICLE 2 SPECIALTY CONTRACTOR LICENSES

2.1. Does your organization hold valid licenses covering specialty classifications of Work that your organization itself intends to perform and for which a specific specialty license is required by any Political Subdivision with jurisdiction over the Work _____? If so, attach a list with all licenses by number and classification; state the name of the organization holding the license, the renewal date of each license, whether each license is active, and attach a copy of each license.

ARTICLE 3 EXPERIENCE

3.1. What is the general character of the work performed by your organization? _____ How many years of experience in construction work similar in character and scope to the Work under the Bidding Documents has your organization had: (a) as a General Contractor? _____; (b) as a Subcontractor? _____.

3.2. Attach a list of all public contracts or subcontracts under public contracts that your organization has performed within the last five (5) years which are similar in character and scope to the Work under the Bidding Documents (using the forms in the "References Attachment" provided with this Questionnaire). If the contract or subcontract referenced is not substantially completed, furnish the percent complete for that contract or subcontract.

3.3. Within the last five (5) years, has your organization been in litigation with The State of Michigan or failed to complete a contract or subcontract awarded to it? _____ If so, attach a list for each contract or subcontract, state when, where and why.

3.4. Within the last five (5) years, has any officer, partner or executive employee of your organization been an officer, partner or employee of another organization that was involved in a litigation with The State of Michigan? or failed to complete a contract or subcontract? _____. If so, for each contract or subcontract, state the name of each officer, partner or employee and the name of the organization and owner(s), and the explanation of litigation or reasons why the contract or subcontract was not completed.

3.5 Identify your organizations Experience Modification Rating (EMR) _____. Attach a letter of explanation if your organization does not have an EMR.

3.6 Provide the name and attach a brief resume and list of similar success projects for your proposed Project Superintendent.

ARTICLE 4 ADDITIONAL QUALIFICATIONS

4.1. (**Nominated Subcontractor only**) Will you subcontract any part of the Work covered by the intended Sub agreement? ___. If so, which parts of the Work covered by the intended Sub agreement do you intend to subcontract to a lower tier Subcontractor? _____

4.2. State the name, address, and telephone number of a representative of your organization who personally visited and inspected the site: _____.

Also, describe, in an attachment to this Section 00420 Questionnaire, subsurface and physical conditions at or contiguous to the site that your representative investigated and how they were accounted for in the preparation of your organization's Bid.

4.3. Attach a list of construction equipment and machinery your organization intends to use in the execution of the Work, as estimated in the preparation of your organization's Bid.

4.4. Does your organization rent or lease equipment or facilities from other affiliate organizations? _____. If so, state the name of the affiliate organization(s) _____

4.5. (**Apparent Low Bidder only**) Bank line of credit available? $_____.

4.6. (**Apparent Low Bidder only**) Will your organization, i.e., the Bidder named in the Authorized Signature Article on Section 00300 Bid Form, be the only named Principal in Section 00610 Performance Bond and Section 00620 Payment Bond? _____ If not, please identify the organization who will be named as Principal or Co-Principal on Section 00610 Performance Bond and Section 00620 Payment Bond _____. Also, state how such organization relates to the Bidder _____ (NOTE: If another organization is identified, the Apparent Low Bidder shall submit to the **Owner** a separate Section 00420 Questionnaire filled out by that organization as part of the Qualification Submittals required under Article 2 of Section 00100 Instructions to Bidders).

ARTICLE 5 REFERENCES

5.1. Trade references (Minimum of three (3)):

5.2. Bank references:

5.3. Insurance:

The undersigned Apparent Low Bidder ____ or nominated Subcontractor _____ _____ certifies that all statements and answers made to the interrogatories in this Section 00420 Questionnaire are current, accurate and complete as of the date stated below. (Note: Attachments shall be fastened at the end of this Section).

Signed by: _____ Name _____ Title _____

on this _____ day of _____, 20_____.

END OF SECTION 00420

REFERENCES ATTACHMENT

PROFESSIONAL – Colliers Engineering and Design, 7050 West Saginaw Hwy, Suite 200, Lansing MI 48917, phone 517.272.9835

WORK – Ottawa Building – SIGMA Move to First Floor

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REFERENCE #___

Public Owner: _____

Project/Contract Name: _____

Location of Project/Contract: _____

Contract Price: _____ Project/Contract Started: _____ Completed: _____

Owner's Representative (Name and Telephone): _____

_____

Apparent Low Bidder's ___ or Nominated Subcontractor's ____

Representative Name and Telephone _____

Scope of Project/Contract: _____

_____

REFERENCE #___

Public Owner: _____

Project/Contract Name: _____

Location of Project/Contract: _____

Contract Price: _____ Project/Contract Started: _____ Completed: _____

Owner's Representative (Name and Telephone): _____

_____

Apparent Low Bidder's ___ or Nominated Subcontractor's ____

Representative Name and Telephone _____

Scope of Project/Contract: _____

_____

REFERENCES ATTACHMENT

PROFESSIONAL – Colliers Engineering and Design, 7050 West Saginaw Hwy, Suite 200, Lansing MI 48917, phone 517.272.9835

WORK – Ottawa Building – SIGMA Move to First Floor

FILE No. - 171/26231.ABG

REFERENCE #___

Public Owner: _____

Project/Contract Name: _____

Location of Project/Contract: _____

Contract Price: _____ Project/Contract Started: _____ Completed: _____

Owner's Representative (Name and Telephone): _____

_____

Apparent Low Bidder's ___ or Nominated Subcontractor's ____

Representative Name and Telephone _____

Scope of Project/Contract: _____

_____

REFERENCE #___

Public Owner: _____

Project/Contract Name: _____

Location of Project/Contract: _____

Contract Price: _____ Project/Contract Started: _____ Completed: _____

Owner's Representative (Name and Telephone): _____

_____

Apparent Low Bidder's ___ or Nominated Subcontractor's ____

Representative Name and Telephone _____

Scope of Project/Contract: _____

_____

SECTION 00430 LIST OF SUBCONTRACTORS

PROFESSIONAL – Colliers Engineering and Design, 7050 West Saginaw Hwy, Suite 200, Lansing MI 48917, phone 517.272.9835

WORK – Ottawa Building – SIGMA Move to First Floor

FILE No. – 171/26231.ABG

1. To enable the **Owner** and **Professional** to evaluate the Apparent Low Bidder's qualifications to perform the Work, for each Division of the Specifications, Section of the Specifications and/or trade itemized in this Section 00430 List of Subcontractors, the Apparent Low Bidder shall nominate the Subcontractor(s) to be awarded a Sub agreement(s). The Apparent Low Bidder will ensure that all Subcontractors have a current State Project Registration in compliance with PA10 of 2023, as amended in PA110 of 2024. To the extent a contractors' licensing is required for any such classification of Work, the Apparent Low Bidder shall provide the nominated Subcontractor's license number(s). If the Apparent Low Bidder intends to self-perform any of the listed classifications of Work, the Apparent Low Bidder shall nominate itself in the spaces provided for that purpose and shall furnish the corresponding Apparent Low Bidder's license number(s). For each nominated Subcontractor, the Apparent Low Bidder shall enter, if applicable, whether the Subcontractor is a minority, woman or handicapped owned business in the spaces provided for that purpose. The Apparent Low Bidder also shall furnish the amount of the Sub agreement that the Apparent Low Bidder, directly or through another higher tier Subcontractor, anticipates awarding to each nominated Subcontractor.

2. Should the Apparent Low Bidder fail to nominate Subcontractors, as required, or provide duplicate nominees for any Division, Specification, or trade, or fail to enter the required licensing information, the Apparent Low Bidder shall clarify the omission or ambiguity within two (2) Business Days of the **Owner** or **Professional's** request. Failure by the Apparent Low Bidder to comply with this Subcontractor nominating requirement may render the Bid as not conforming in all material respects with the requirements of the Bidding Documents.

3. Pursuant to the Bidding Documents, the Apparent Low Bidder shall not remove, replace, or add a nominated Subcontractor except as provided in paragraph 8.3 of Section 00100 Instructions to Bidders and/or in paragraph 5.1 of Section 00700 General Conditions. Since the requirement to nominate Subcontractors for the *listed* Divisions, Specification Sections and/or trades survives the award of the Contract, any Subcontractor nominated for any *listed* Division, Specification Section and/or trade *for the first time* after Contract Award and who is objected to by the **Owner**, for good cause, shall be replaced at no increase in Contract Price and/or Contract Time.

4. The requirement to make a definite nomination of Subcontractors or to state that the Apparent Low Bidder intends to self-perform that classification, and to clarify any omissions or ambiguities in this Section 00430 List of Subcontractors, applies to the Apparent Low Bidder and any other Bidder remaining or wishing to remain in contention for the award.

5. This listing requirement is not intended to create any express or implied duty or obligation to the Apparent Low Bidder or the nominated Subcontractors by the **Owner** or **Professional**.

(THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY)

Division, Specification Section and/or Trade	Nominated Subcontractor(s)	License Number(s) Classification	Amount of Subcontract
1._____	_____	_____	_____
2._____	_____	_____	_____
3._____	_____	_____	_____
4._____	_____	_____	_____
5._____	_____	_____	_____
6._____	_____	_____	_____
7._____	_____	_____	_____
8._____	_____	_____	_____
9._____	_____	_____	_____
10._____	_____	_____	_____
11._____	_____	_____	_____
12._____	_____	_____	_____
13._____	_____	_____	_____
14._____	_____	_____	_____

The undersigned Apparent Low Bidder _____ certifies that all the information and data furnished in this Section 00430 List of Subcontractors are current, accurate and complete as of the date stated below.

Signed by: _____ Name _____ Title _____

on this _____ day of _____, 20_____.

END OF SECTION 00430

PROFESSIONAL – Colliers Engineering and Design, 7050 West Saginaw Hwy, Suite 200, Lansing MI 48917, phone 517.272.9835
WORK – Ottawa Building – SIGMA Move to First Floor

FILE No. - 171/26231.ABG

ARTICLE 1 BID MATERIALS AND EQUIPMENT – *LISTED (NAMED OR SPECIFIED) ITEMS*

1.1. The Apparent Low Bidder has examined the requirements of paragraphs 7.4 and 7.5 of Section 00100 Instructions to Bidders, and by submitting a Bid, commits to bid only a *listed* named or specified materials and equipment for those Specifications *listed* in Schedule 1.6. To the extent that any such *listed* Specification states that an "or equal" or a substitute may be furnished, if acceptable to the **Professional,** application for any such acceptance will not be considered by the **Professional** until after Contract Award. Any such application shall comply with the terms and conditions of Article 2 in this Section and paragraph 5.2 of Section 00700 General Conditions.

1.2. For those Sections of the Specifications *listed* in paragraph 1.6, the Contract will be awarded on the basis that only one of the *listed* materials or equipment will be furnished. Therefore, to be considered responsible, the Apparent Low Bidder shall nominate, by circling the letters "A," "B," "C," etc. corresponding to each *listed* manufacturer/Supplier, the Bidder's chosen manufacturers/Suppliers for the corresponding products named or specified in the Specifications and Drawings (including all Addenda).

1.3. If the Apparent Low Bidder fails to circle a manufacturer/Supplier for a *listed* material or equipment, or circles more than one letter for a *listed* material or equipment, the Apparent Low Bidder hereby agrees to correct the omission or ambiguity within two (2) Business Days after submittal of this Section 00440 Schedule of Materials and Equipment. The requirement to make a definite selection and to correct any omissions or ambiguities in Schedule 1.6 applies to the Apparent Low Bidder and any other Bidder remaining or wishing to remain under consideration for the award.

1.4. The Apparent Low Bidder's attention is directed to paragraph 7.3 of Section 00100 Instruction to Bidders, which holds the Apparent Low Bidder responsible, if awarded the Contract, for certain costs and time impacts, provided the Apparent Low Bidder, in the preparation of its Bid, knew or had reason to know, that any *listed* material or equipment bid by the Bidder requires changes in the Work and failed to provide advanced written notice to that effect to the **Professional**.

1.5. The Apparent Low Bidder shall insert the provisions of this Section in all Sub agreements with Subcontractors and Suppliers furnishing the materials or equipment *listed* in Schedule 1.6, altering the respective paragraphs only as appropriate to properly identify the contracting parties. Each such Sub agreement shall expressly bind the respective Subcontractor or Supplier to the conditions of paragraph 1.4, the other provisions of Section 00440 Schedule of Materials And Equipment and paragraph 5.2 of Section 00700 General Conditions.

1.6. Schedule of Bid Materials and Equipment

ITEMS NAMED OR SPECIFIED (ENTERED BY THE **PROFESSIONAL**)		
ITEM OF MATERIAL OR EQUIPMENT	SPECIFICATION SECTION	**CONTRACTOR** TO NOMINATE (CIRCLE) ITS CHOSEN NAMED OR SPECIFIED MANUFACTURERS AND SUPPLIERS
ITEM 1 -		A. B. C. D.
ITEM 2 -		A. B. C. D.
ITEM 3 –		
ITEM 4 -		

1.7 Use of "Or Equal" or Substitute Materials or Equipment After Contract Award

1.7.1. Paragraph 5.2 of Section 00700 General Conditions provides for the consideration (after the date of Contract Award) and possible acceptance by the **Professional** of "or equal" or substitute materials or equipment (unless any material or equipment named is followed by words establishing that no "or equal" or substitution is permitted). If sufficient information is submitted to allow the **Professional** to determine in a timely manner that the material or equipment proposed is equivalent or equal to that named or described in the Drawings or specified in the Specifications, then the **Professional** will consider the proposed "or equal" or substitute material or equipment.

1.7.2. The Apparent Low Bidder assumes responsibility for the cost and time required to make any proposed "or equal" or substitute material or equipment approved by the **Professional** conform to the requirements of the Contract Documents. In addition, if any such "or equal" or substitute material or equipment requires any changes in the drawings, or in any testing requirements, or in any Means and Methods indicated in or required by the Contract Documents, or in work performed by the **Owner** or others, or requires any other changes in the Work whatsoever, the Apparent Low Bidder shall assume full responsibility for the cost and the time required to carry out such changes in the Work or the work of others. Pursuant to this provision, the Apparent Low Bidder shall bear an appropriate portion of the Delay and costs resulting from the events contemplated in this paragraph.

1.7.3. Paragraph 5.2 of Section 00700 General Conditions provides for reimbursement by the **Contractor** to the **Owner** for any additional expenses incurred by the **Professional** directly attributable to the evaluation of any proposed substitute material or equipment and any proposed “or equal” material or equipment for materials and equipment *listed* in Schedule 1.6.

1.7.4. The Apparent Low Bidder shall insert the provisions of this Article 1 of Section 00440 Schedule of Materials and Equipment in all Sub agreements with Subcontractors and Suppliers furnishing any materials or equipment, altering the respective paragraphs only as appropriate to properly identify the contracting parties. Each such Sub agreement shall expressly bind the respective Subcontractor or Supplier to the conditions of paragraph 1.7.2, the other provisions of this Section 00440 Schedule of Materials And Equipment and paragraph 5.2 of Section 00700 General Conditions.

ARTICLE 2 BID MATERIALS AND EQUIPMENT – *OPEN* SPECIFICATIONS

2.1. For those Specifications *not listed* in Schedule 1.6, the Apparent Low Bidder, if and when awarded the Contract, shall disclose to the **Owner** and **Professional** (when submitting the Schedule of Values required by paragraph 12.1.1 of Section 00700 General Conditions) the Bidder's chosen manufacturers/Suppliers for the corresponding materials and equipment specified in the Specifications and Drawings (including all Addenda).

2.2. The Apparent Low Bidder has examined the requirements of paragraphs 7.2 and 7.3 of the Instructions to Bidders and commits to furnish materials and equipment meeting the requirements of the Specifications. If any such Bidder-selected material or equipment represents an "or equal" or a substitute material or equipment, no such material or equipment shall be used or furnished in the execution of the Work unless previously approved by the **Professional** as an acceptable “or equal” or substitute material or equipment. Application for any such acceptance will not be considered until after Contract Award. Any such application shall comply with the terms and conditions of this Article 2 and paragraph 5.2 of Section 00700 General Conditions.

2.3. The Apparent Low Bidder shall insert the provisions of this Section in all Sub agreements with Subcontractors and Suppliers furnishing the materials or equipment listed in Schedule 2.4, altering the respective paragraphs only as appropriate to properly identify the contracting parties. Each such Sub agreement shall expressly bind the respective Subcontractor or Supplier to the conditions of paragraph 2.2, the other provisions of this Section 00440 Schedule of Materials and Equipment and paragraph 5.2 of Section 00700 General Conditions.

2.4. Schedule of Bid Materials and Equipment

MATERIAL OR EQUIPMENT	SPECIFICATION SECTION	**CONTRACTOR** TO NAME ITS CHOSEN MANUFACTURERS AND SUPPLIERS
ITEM 1 -		
ITEM 2 -		
ITEM 3 -		
ITEM 4 -		
ITEM 5 -		

ITEM 6 -

ITEM 7 -

ITEM 8 -

ITEM 9-

ITEM 10 -

ITEM 11-

ITEM 12 -

MATERIAL OR EQUIPMENT	SPECIFICATION SECTION	**CONTRACTOR** TO NAME ITS CHOSEN MANUFACTURERS AND SUPPLIERS

IMPORTANT: The provisions of this Section 00440 Schedule of Materials and Equipment shall not create or impose any express or implied duty or obligation on the **Owner** or **Professional** to exercise this authority for the benefit of the Apparent Low Bidder or any *listed* manufacturer/Supplier.

The undersigned Apparent Low Bidder _____ certifies that all the information and data furnished in this Section 00440 Schedule of Materials and Equipment are current, accurate and complete as of the date stated below.

Signed by: _____ Name _____ Title _____

on this _____ day of _____, 20_____.

END OF SECTION 00440

SECTION 00500 AGREEMENT

FILE No. _____ CONTRACT ORDER No. Y_____

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THIS AGREEMENT TO CONTRACT is made this _____ day of _____ in the year Two-Thousand And _____ (_____) by and between **THE STATE OF MICHIGAN, "Owner," represented by the **Director, Department** of Technology, Management and Budget, duly authorized, and _____, _____ the "**Contractor**," a corporation ____, partnership ____, individual ____, or joint venture ____ (between _____ and _____), of the State of _____, whose address is _____ _____, represented by _____, its _____, duly authorized.

The **Owner** and **Contractor**, in consideration of the mutual covenants and obligations stated in this Section 00500 Agreement and the other parts of the Contract Documents, agree as follows:

ARTICLE 1 THE CONTRACT; THE PROJECT; THE WORK

1.1. THE CONTRACT – The contract entered between the **Owner** and **Contractor** for the furnishing and performance of the Work by the **Contractor**, which consists of the Contract Documents listed or designated in paragraphs 2.2 through 2.4.

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1.2. PROJECT NAME –

1.3. THE WORK –

ARTICLE 2 CONTRACT DOCUMENTS

2.1. The Contract Documents form the contract between the **Owner** and **Contractor** and represent the entire and final integrated agreement between the **Owner** and **Contractor** with respect to the Work. The Contract Documents are incorporated into this Agreement by this reference, and supersede all prior oral or written agreements, if any, between the **Owner** and **Contractor**. Any statement, representation, promise or inducement not set forth in the Contract Documents is null and void, and not binding on either the **Owner** or **Contractor**.

The Contract Documents shall not in any way create a relationship of any kind between the **Professional** and **Contractor**, or between the **Owner** and a Subcontractor, or Supplier or any other third party. The **Professional** shall, however, be entitled to performance and enforcement of obligations under the Contract that are consistent with the **Professional's** authority and responsibilities under the Contract Documents.

2.2. The Contract Documents on the date when the **Owner** executes this Section 00500 Agreement, which are attached to this Section 00500 Agreement, consist of the following:

2.2.1. This ***Section 00500 Agreement***, fully executed by the **Owner** and **Contractor**, including the following attachments: _____ and ***Addenda*** ____ through ____.

2.2.2. ***Section 00800 Supplementary Conditions***, including _____; and ***Section 00120 Supplementary Instructions***, including ____ _____

2.2.3. ***Section 00020 Glossary***, and ***Section 00700 General Conditions***.

2.2.4. ***General Requirements***, Division 1 of the Specifications.

2.2.5. ***Divisions 2 through _____ of the Specifications***, and ***Drawings***, bearing the title: _____ _____, dated _____.

2.2.6. ***Section 00030 Advertisement; Section 00100 Instructions to Bidders***, including ***Attachment A–Bidder's Check List***, and ***Section 00210 Information for Bidders***.

2.2.7. ***Section 00610 Performance Bond*** and ***Section 00620 Payment Bond***, fully executed by the **Contractor** and the sureties for the contract award amount, each enclosing separate evidence of Power of Attorney.

2.2.8. The **Contractor's** ***Section 00300 Bid Summary and Bid Form*** (with attachments), Section ***00320 Non-collusion Affidavit*** (including any revisions delivered after Bid opening) and ***Section 00330 Asbestos Abatement Attestation***.

2.2.9. The following **Contractor's** ***Qualification Submittals*** (post-Bid opening:) _____

2.3. Contract Documents that will be issued after the date the **Owner** executes this Section 00500 Agreement consist of:

2.3.1. ***Change Orders*** and ***Change Authorizations*** signed as provided in the Contract Documents.

2.3.2. ***Notice of Award*** and ***Notice to Proceed.***

2.4. There are no Contract Documents other than those listed or designated in this Article or added through Section 00520 Attachment A to the Agreement. The Contract Documents may be modified, as provided in Section 00700 General Conditions.

ARTICLE 3 CONTRACT PRICE

3.1. The **Contractor** will furnish and perform the Work and accept in full payment the Contract Price of _____ _____ Dollars ($_____). The Contract Price includes only those Alternates accepted by the **Owner**, as itemized in the Notice of Award.

3.2. The Contract will include those Change Order prices (bid on Section 00300 Bid Form) accepted by the **Owner** when the **Owner** issues the Notice to Proceed or by Change Authorization.

3.3. Payments to the **Contractor** will be made based on the prices stated on the **Contractor's** Section 00300 Bid Form, subject to the terms and conditions of the Contract Documents.

ARTICLE 4 CONTRACT TIME; LIQUIDATED DAMAGES

4.1. The periods allowed for completion of the Work, or a designated part of the Work, will be as follows:

4.1.1. The entire Work will be substantially complete in accordance with the requirements of the Contract Documents: __ _____

4.1.2. If separable parts of the Work shall be completed before the period allowed for Substantial Completion of the entire Work, the Contract Times for those parts of the Work will be as specified in Section 00520 Attachment A to Agreement, and as may be supplemented in the Specifications.

4.1.3. The entire Work will be complete and ready for final payment as specified in the Contract Documents: _____

_____ _____

4.2. The **Owner** and **Contractor** recognize that the Contract Times are of the essence of the Contract and that the **Owner** will suffer costs and damages if the Work is not completed within the Contract Times, including any extensions in Contract Time authorized by Change Orders. Therefore, liquidated damages (in the amounts specified in paragraphs 4.2.3 through 4.2.5) will apply if the Work is not completed within the limits of the Contract Times. Liquidated damages are not a penalty, are cumulative and represent a reasonable estimate of the **Owner's** extra costs and damages, which are difficult to estimate with accuracy in advance.

4.2.1. Accordingly, if the **Contractor** fails, neglects, or refuses to complete all or any designated part of the Work within the specified Contract Time, the **Contractor** agrees to pay to the **Owner** liquidated damages and to allow, at the appropriate time, a corresponding adjustment in Contract Price.

4.2.2. If under the procedures of paragraph 4.3, the **Owner** is justified in withholding liquidated damages due to or in anticipation of late completion, the **Contractor** agrees to allow the **Owner** to deduct liquidated damages from Requests for Payment.

4.2.3. Liquidated damages for each Calendar Day that expires after the Contract Time specified in paragraph 4.1.1 for Substantial Completion of the entire Work – until the Work is substantially complete – shall be in the amount of **Five Hundred Dollars and No/Cents ($500.00).**

4.2.4. Liquidated damages for each Calendar Day that expires after each of the Contract Times designated in Section 00520 Attachment A to the Agreement – until each such part of the Work is sufficiently complete – shall be in the amounts stated in Section 00520 Attachment A to the Agreement.

4.2.5. Liquidated damages for each Calendar Day after Substantial Completion of the entire Work that expires after the Contract Time specified in paragraph 4.1.3 for completion and readiness for final payment – until the entire Work is complete and ready for final payment – shall be in the amount of **Five Hundred Dollars and No/Cents ($500.00).**

Assessment and/or Withholding of Liquidated Damages

4.3. If the **Contractor** fails to complete the Work, or a specified part of the Work, within the corresponding Contract Time, or if at any time after the Work is eighty percent (80%) in place, the **Contractor** does not prosecute the balance of the Work with the diligence required to comply with the Contract Times, the **Contractor** shall be requested to submit a schedule recovery plan acceptable to the **Owner**. The **Contractor's** schedule recovery plan shall describe the cause of schedule slippage or delayed progress and the actions proposed and taken to recover schedule. In addition, to the extent that the **Contractor** believes that an extension in Contract Time is justified, the recovery plan shall include a request for an appropriate extension in Contract Time.

4.3.1. Within fifteen (15) Calendar Days after the **Contractor** receives any such request, the **Contractor** shall meet with the **Owner** and present the **Contractor's** written schedule recovery plan. If, upon evaluation of the **Contractors'** schedule recovery plan, and after consultation with the **Professional**, the **Owner**, in its sole discretion, determines that there is sufficient cause to withhold liquidated damages, the **Owner** may deduct from Requests for Payment the liquidated damages then due or that would become due using the **Owner's** estimate of late completion of the Work.

4.3.2. For the purposes of returning liquidated damages, schedule recovery implementation shall not be complete until such slippage or delayed progress has been corrected and the Progress Schedule once again supports compliance with the Contract Times. Once late completion has been corrected, the **Contractor** shall be entitled to reimbursement of all liquidated damage sums previously withheld. Any such reimbursement of liquidated damages previously withheld shall not constitute a waiver of any claims that the **Owner** may otherwise have.

ARTICLE 5 PAYMENTS TO CONTRACTOR

*5.1. The **Owner** will pay one hundred percent (100%) of the amount due upon completion of any Schedule of Value *pay item*. The **Professional** may require, for each Request for Payment, sworn statements, consent of surety, waivers of lien (from the **Contractor**, Subcontractors and Suppliers), Record Documents, guarantees, operating and maintenance manuals and such other documents required by the Contract Documents. Payment to the **Contractor** will be made within thirty (30) Calendar Days from receipt by the **Owner** of the **Professional's** certification representing to the **Owner** the amount of payment to be due to the **Contractor**.

*5.2. Processing of Requests for Payment by the **Owner** may be deferred until Work having a prior sequence, as provided in the Contract Documents, is in place and is approved.

5.3. Payments shall be subject to the terms and conditions of Section 00700 General Conditions and the other parts of the Contract Documents and shall be made less such deductions as the **Owner** and/or **Professional** determines are appropriate, as specified in paragraph 12.4 of Section 00700 General Conditions.

5.4. If any portion of the Work is funded by a federal or State agency, the **Owner** will have fifteen (15) Calendar Days after receiving those funds in which to make payment. This provision shall take effect only after the thirty (30) Calendar Day period following certification by the **Professional** has expired.

ARTICLE 6 THE PROFESSIONAL SERVICES CONTRACTOR

6.1. The **Owner** has retained _____ _____ to assume all duties and responsibilities of, and have the rights and authority assigned to, the **Professional Services Contractor** in the Contract Documents with respect to completion of the Work in accordance with the Contract Documents.

ARTICLE 7 CONTRACTOR'S REPRESENTATIONS

7.1. The **Contractor** reiterates and makes each of the representations itemized in Article 2 of the **Contractor's** Section 00300 Bid Form. Article 2 in the **Contractor's** Section 00300 Bid Form is by this reference repeated verbatim in this Section 00500 Agreement as paragraphs 7.2 through 7.13 just as though those paragraphs had been written in this Article 7, except that the term "**Contractor**" shall replace the term "Bidder" in every instance.

ARTICLE 8 MISCELLANEOUS

8.1. If any provision of the Contract Documents is invalid, illegal, or unenforceable, all other provisions of the Contract Documents shall remain in full force and effect. If any provision of the Contract Documents is inapplicable to any Person or circumstance, that provision shall remain applicable to all other Persons and circumstances.

8.2. It is the intent of the **Owner** and **Contractor** that all provisions of Law required to be inserted or referenced in the Contract Documents are in fact so inserted or referenced. If any provision of Law is not so inserted or referenced, or is inserted or referenced improperly, then each such provision shall be considered inserted or referenced in the Contract Documents in proper form at no increase in Contract Price and/or Contract Time.

8.3. The duties, obligations, criteria or procedure imposed by, and the rights and remedies made available in, the Contract Documents are in addition to, and not in any way a limitation of, any rights and remedies that are otherwise allowed or imposed by Law, except that in the event a specific part or detailed requirement of a provision, criterion or procedure in the Contract Documents and a specific part or detailed requirement of a provision, criterion or procedure imposed by Law conflict, the specific part or detailed requirement of such provision, criterion or procedure imposed by Law shall govern. All other specific parts or detailed requirements in the provisions, criteria or procedures imposed by Law and the Contract Documents shall remain in full force and effect and be read with the controlling specific part or detailed requirement. These provisions will be as effective as if repeated specifically in the Contract Documents in connection with each duty, obligation, right and remedy to which they apply.

8.4. The **Contractor** shall not sell, assign, transfer or otherwise convey any of the **Contractor's** rights and shall not delegate any of the **Contractor's** duties under this Agreement without the prior written consent of the **Owner** and the sureties for the **Contractor**. In its sole discretion, the **Owner** may refuse to consent to any proposed assignment or delegation. Any attempted sale, assignment, transfer, or other conveyance in violation of this paragraph shall be void and shall relieve the **Owner** of any further liability under the Contract Documents but shall not relieve the **Contractor's** sureties of any liability. If the **Owner** consents in writing to an assignment, unless specifically stated to the contrary in the consent, that assignment shall not release or discharge the **Contractor** from any duty or responsibility set forth in the Contract Documents and shall not release or discharge the **Contractor's** sureties under the Bonds required by the Contract Documents.

8.5. The **Owner** reserves the right to correct any error in any Request for Payment that may have been paid. The **Owner** reserves the right, should proof of Defective Work be discovered after final payment, to claim and recover from the **Contractor** and/or the **Contractor's** surety, sufficient sums to correct or remove and replace the Defective Work.

8.6. Any waiver by the **Owner** of any provision of the Contract Documents shall be specific and in writing and apply only to the specific matter and not to other similar or dissimilar matters. Any waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach.

8.7. Nothing contained in this Agreement shall in any manner authorize, empower, or constitute the **Contractor**, Subcontractors or Suppliers (a) to act as agents of the **Owner,** (b) to assume or create any obligation or responsibility whatsoever, express, or implied, on behalf of or in the name of the **Owner**; (c) to bind the **Owner** in any manner, or (d) to make any representation, warranty, covenant, agreement, or commitment on behalf of the **Owner**. It is the intent and understanding of the parties that the **Contractor** shall perform the Work as an independent contractor. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any third party.

8.8. If the **Owner** or **Contractor** suffers injury or damage to person or property because of error, omission, or act of the other, any of the other's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observation of that injury or damage. This provision is not and shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or time requirements set forth in Section 00700 General Conditions.

8.9. All computer programs which are not the subject of copyrights by third parties, and which are delivered, developed, produced, or paid for under a specific requirement of the Contract Documents and all plans, drawings, designs, specifications, technical reports, operating manuals, and other data which are delivered, developed, produced, or paid for under the Contract Documents shall be the property of the **Owner**. The **Owner** maintains all rights to such programs and deliverables, including the right to use, duplicate, and disclose the programs and deliverables, in whole or in part, in any manner and for any purpose. If any program or deliverable is copyrightable, the **Contractor** may copyright it subject to the **Owner's** rights. The **Owner** reserves a royalty-free, nonexclusive, and irrevocable license to use, duplicate, publish, and disclose such programs and deliverables, in whole or in part, and to authorize others to do so.

8.10. The **Contractor** warrants that all costs in proposals and claims for adjustments in Contract Price shall not exceed those allowed under the Contract Documents, and that proposals and claims for adjustments in Contract Price shall grant prices, terms, and warranties comparable to or better than prices, terms and warranties offered to others for similar work.

8.11. This Agreement shall be binding on the **Contractor, Owner** and their respective successors and legal representatives and, if the **Owner** has consented to an assignment or other conveyance, on all their respective assigns and delegates.

*8.12. The Contract Documents shall be governed by and construed in accordance with the Laws of the State of Michigan in effect on the date of Bid opening. Any change in Michigan Law after that date shall be binding only to the extent the **Owner** and **Contractor** agree or to the extent such change is beyond the capacity of the parties to avoid.

ARTICLE 9 NOTICE AND SERVICE

9.1. Unless otherwise provided in the Contract Documents or consented to by the **Owner** in writing, any notice, demand, or communication shall be in writing and shall be deemed to have been given when received by the individual required to be given notice at the address designated in this Agreement. A copy of any notice, demand or notification shall be sent to the address below.

9.2. Any written notice or other written communication to the sureties shall be sufficiently given if delivered to the individual required to be given notice at the address designated in the Bond.

IN WITNESS WHEREOF, the **Owner** and **Contractor** have signed this Section 00500 Agreement in triplicate and initialed three (3) full sets of the Contract Documents. One (1) full set of the executed Contract Documents will be delivered to the **Contractor**.

THE **STATE OF MICHIGAN**
BY:

_____
Director, DTMB, SFA, Design and Construction
NAME:

_____
Witness:

_____
Date:

_____
Address for giving notices:

Department of Technology, Management and Budget
State Facilities Administration
Design and Construction
3111 W. St. Joseph Street
Lansing, MI 48917

THE **CONTRACTOR**
BY:

_____
Title: Date

NAME:

_____

Federal ID No. or SS No.(LAST 4 Only)_____

Telephone No.

_____
Witness:

_____
Date:

_____
Address for giving notices

CERTIFICATE OF PRINCIPAL

(If **Contractor** is Other Than a Sole Proprietor)

I, _____, certify that I am the Secretary of the Corporation ____, or a General Partner ____ or Managing Partner ____ or Partner ____ of the partnership, named as the **Contractor** in the attached Section 00500 Agreement, that _____ _____ who signed Section 00500 Agreement on behalf of the **Contractor**, was then _____ of that corporation ___ or partnership ___; that I know the undersigned's signature, and the signature is genuine; and that Section 00500 Agreement was duly signed, sealed and attested for and on behalf of that corporation ___ partnership ___ by authority of its governing body ___ or partners ___

_____

Signed by the Secretary or Other Authorized Officer of the Corporation Date
or By General Partner or Managing Partner or Authorized Partner Certifying

_____

Name of the Corporation or True Name of the Partnership

Telephone No. _____

(Corporate Seal)

VERIFICATION

(by **Contractor**)

STATE OF _____)
)
COUNTY OF _____)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared (enter name of person who signed Section 00500 Agreement on behalf of the Bidder), _____ to me well known, who being by me first duly sworn upon oath, says that he/she is the Attorney-In-Fact for (enter the **Contractor's** name) _____ _____ and that he/she has been authorized by (enter name of individual, partnership name, or that governing body of the Bidder named in the attached corporate resolution) _____ to execute Section 00500 Agreement on behalf of the named **Contractor** in favor of the STATE OF MICHIGAN.

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

_____

Notary Public, State of _____

My Commission Expires: _____

RESOLUTION OF CORPORATE AUTHORITY
(If **Contractor** is a Corporation)

I, _____, Corporate Officer of _____, a _____
(Print or type) Corporation (the "Company") (Indicate State)

DO HEREBY CERTIFY that the following is a true and correct excerpt from the minutes of the meeting of the Board of Directors, wherein a quorum was present, duly called and held on _____ and that the same is now in full force and effect:

"RESOLVED, that the Chairman, the President, each Vice President, the Treasurer, and the Secretary and each of them, hereby is authorized to execute and deliver, in the name and on behalf of the Company and under its corporate seal or otherwise, any agreement or other instrument or document in connection with any matter or transaction that shall have been duly approved; the execution and delivery of any agreement, document, or other instrument, or document in connection with any matter or transaction that shall have been duly approved; the execution and delivery of any agreement, document, or other instrument by any of such officers to be conclusive evidence of such approval."

I FURTHER CERTIFY that _____ is Chairman of the Board, _____ is President, _____ is Treasurer, and _____ is Secretary.

I FURTHER CERTIFY that any of the officers of the Company named in this Resolution of Corporate Authority are authorized to execute or guarantee and commit the Company to the conditions, obligations, stipulations, and undertakings contained in the Contract Documents for File No. _____ Work _____, _____ and that all necessary corporate approvals have been obtained in relationship thereto.

IN WITNESS THEREOF, I have set my hand this _____ day of _____, 20___.

CORPORATE SEAL

_____
Corporate Officer's Signature

_____
Title

Telephone No. _____

CERTIFICATE OF PARTNERSHIP AUTHORITY
(If **Contractor** is a Partnership)

I, _____, General Partner in _____, a _____
(Print or Type) Partnership (the "Partnership") (Indicate State)

DO HEREBY CERTIFY that I am a General Partner in the Partnership formulated pursuant to a Partnership Agreement dated _____, 20___, and that the following is a true and correct excerpt from the minutes of the meeting of the General Partnership held on _____ and that the same is now in full force and effect:

"That each General Partner is authorized to execute and deliver, in the name and on behalf of the Partnership, any agreement or other instrument or document in connection with any matter or transaction that shall have been duly approved; the execution and delivery of any agreement, document, or other instrument, or document in connection with any matter or transaction that shall have been duly approved; the execution and delivery of any agreement, document, or other instrument by a General Partner to be conclusive evidence of such approval."

I FURTHER CERTIFY that any of the aforementioned General Partners of the Partnership are authorized to execute or guarantee and commit the assets of the Partnership to the conditions, obligations, stipulations, and undertakings contained in the Contract Documents for File No. _____ Work _____, _____ and that all necessary partnership approvals have been obtained in relationship thereto.

IN WITNESS THEREOF, I have set my hand this _____ day of _____, 20___.

_____
General Partner's Signature

_____
Title

Telephone No. _____

END OF SECTION 00500

SECTION 00520 ATTACHMENT "A" TO AGREEMENT

PROFESSIONAL – Colliers Engineering and Design, 7050 West Saginaw Hwy, Suite 200, Lansing, MI 48917, phone 517.272.9835
WORK – Ottawa Building – SIGMA Move to First Floor
FILE No. 171/26231.ABG CONTRACT ORDER No. Y_____

This Section 00520 Attachment A to Agreement supplements those specific provisions in Section 00500 Agreement designated below. All other provisions in Section 00500 Agreement that are not so supplemented remain in full force and effect. The terms "Agreement", "Contract Documents" and "Contract" have specific intents and meanings assigned as stated in Section 00500 Agreement and Section 00020 Glossary.

SUPPLEMENTARY TERMS AND CONDITIONS TO
ARTICLE 4 CONTRACT TIME; LIQUIDATED DAMAGES

The following separable parts of the Work will be completed, as specified in the Contract Documents:
(a)
within _____ (___) Days from the date when the Contract Time commences to run, or on or before _____, 20____.
(b)
within _____ (___) Days from the date when the Contract Time commences to run, or on or before _____, 20____.
(c)
within _____ (___) Days from the date when the Contract Time commences to run, or on or before _____, 20____.

These interim Contract Times are of the essence so as to: (a) not Delay work by others as provided in Article 13 of the General Conditions; (b) conform to the sequences of Work indicated in or required by the Contract documents; and (c) comply with the coordination requirements of the Contract Documents.

The **Owner** and **Contractor** recognize that the Contract Time(s) specified in this Attachment A is(are) of the essence to this Agreement in that the **Owner** will suffer costs and damages if the Work is not completed within the Contract Time(s) plus any extensions authorized in accordance with Section 00700 General Conditions. Accordingly, liquidated damages will apply based on the following schedule: (a) ____ _____ Dollars and No/Cents ($_____); (b) _____ Dollars and No/Cents ($ _____); and (c) _____ Dollars and No/Cents ($_____) for each Calendar Day that expires after each of the respective Contract Times specified in this Section 00520 Attachment A to the Agreement for the completion of each of those designated parts of the Work, respectively, until each of those parts of the Work is complete. Any deduction by the **Owner** of liquidated damages from Requests for Payment shall be undertaken only after consultation with the **Professional** and shall be subject to the procedures outlined in paragraph 4.3, Section 00500 Agreement.

END OF SECTION 00520

SECTION 00610 PERFORMANCE BOND

FILE No. _____ SURETY COMPANY REFERENCE No. _____

"The **Contractor**," _____, a corporation ___, individual ___, partnership ___, joint venture ___ of the State of _____, qualified to do business in the State of Michigan, as Principal, and "the Surety," _____, of the State of _____, as surety, are held and bound unto the State of Michigan, "the **Owner**," as Obligee, in the amount of _____ Dollars ($_____), for the payment of which the **Contractor** and Surety hereby bind themselves, their respective heirs, successors, legal representatives and assigns, jointly and severally, in compliance with 1963 PA 213, as amended, MCL 129.201 et seq.

The **Contractor** has entered into "the Contract" with the **Owner** for _____ _____, "the Work," covered by the Contract Documents, which are incorporated into this Performance Bond by this reference.

If the **Contractor** faithfully performs and fulfills all the undertakings, covenants, terms, conditions, warranties, indemnifications and agreements of the Contract Documents within the Contract Time (including any authorized changes, with or without notice to the Surety) and during the Correction Period, and if the **Contractor** also performs and fulfills all the undertakings, covenants, terms, conditions, warranties, indemnifications and agreements of any and all duly authorized modifications of the Contract Documents, then THIS OBLIGATION IS VOID, OTHERWISE TO REMAIN IN FULL FORCE AND EFFECT.

A. No change in Contract Price or Contract Time, "or equal" or substitution or modification of the Contract Documents (including addition, deletion, or other revision) releases the Surety of its obligations under this Section 00610 Performance Bond. The Surety expressly waives notice of any such change in Contract Price or Contract Time, "or equal" or substitution or modification of the Contract Documents (including addition, deletion, or other revision).

B. This Section 00610 Performance Bond shall be solely for the protection of the **Owner** and its successors, legal representatives or assigns. The prevailing party in a suit on this Bond is entitled to recover as part of that party's judgment reasonable attorneys' fees.

C. It is the intention of the **Contractor** and Surety that they shall be bound by all terms and conditions of the Contract Documents (including, but not limited to Article 14 of Section 00700 General Conditions and this Section 00610 Performance Bond). However, this Section 00610 Performance Bond is executed pursuant to 1963 PA 213, as amended, MCL 129.201 et seq., and if any provision(s) of this Section 00610 Performance Bond is/are illegal, invalid, or unenforceable, all other provisions of this Section 00610 Performance Bond must nevertheless remain in full force and effect, and the **Owner** shall be protected to the full extent provided by 1963 PA 213, as amended, MCL 129.201 et seq.

IMPORTANT: The Surety shall be authorized to do business in the State of Michigan by the Department of Licensing and Regulatory Affairs, must be listed on the current U.S. Department of the Treasury Circular 570, and, unless otherwise authorized by the **Owner** in writing, must have at least an A– Best's rating and a Class VII or better financial size category per current A. M. Best Company ratings.

Name, Address and Telephone of the Surety:

Address and Telephone of Agent, who is either a resident of, or whose principal office is maintained in, the State of Michigan

Signed and sealed this _____ day of _____, 20_____.

THE **CONTRACTOR**: (Print Full Name and Sign)
WITNESS _____

By: _____
Name & Title: _____
Telephone No. _____

THE SURETY: (Print Full Name and Sign)
Agent: _____

WITNESS _____

Attorney-in-Fact: _____
Telephone No. _____

Email: _____

END OF SECTION 00610

SECTION 00620 PAYMENT BOND

FILE No. _____ SURETY COMPANY REFERENCE No._____

"The **Contractor**," _____, a corporation ___, individual ___, partnership ___, joint venture ___ of the State of _____, qualified to do business in the State of Michigan, as Principal, and "the Surety," _____, of the State of _____, as surety, are held and bound unto the State of Michigan, "the **Owner**," as Obligee, in the amount of _____ Dollars ($_____), for the payment of which the **Contractor** and Surety bind themselves, their respective heirs, successors, legal representatives and assigns, jointly and severally, in compliance with 1963 PA 213, as amended, MCL 129.201 et seq.

The **Contractor** has entered into "the Contract" with the **Owner** for _____ _____, "the Work," covered by the Contract Documents, which are incorporated into this Payment Bond by this reference.

If the **Contractor** promptly pays all claimants supplying labor or materials to the **Contractor** or to the **Contractor's** Subcontractors in the prosecution of the Work, then THIS OBLIGATION IS VOID, OTHERWISE TO REMAIN IN FULL FORCE AND EFFECT.

A. All rights and remedies on this Section 00620 Payment Bond shall be solely for the protection of all claimants supplying labor and materials to the **Contractor** or the **Contractor's** Subcontractors in the prosecution of the Work and must be determined in accordance with Michigan Law.

B. No change in Contract Price or Contract Time, "or equal" or substitution or modification of the Contract Documents (including addition, deletion, or other revision) must release the Surety of its obligations under this Section 00620 Payment Bond. The Surety hereby expressly waives notice of any such change in Contract Price or Contract Time, "or equal" or substitution or modification of the Contract Documents (including addition, deletion, or other revision).

C. It is the intention of the **Contractor** and Surety that they must be bound by all terms and conditions of the Contract Documents (including, but not limited to this Section 00620 Payment Bond). However, this Section 00620 Payment Bond is executed pursuant to 1963 PA 213, as amended, MCL 129.201 et seq., and if any provision(s) of this Section 00620 Payment Bond is/are illegal, invalid, or unenforceable, all other provisions of this Section 00620 Payment Bond must nevertheless remain in full force and effect, and the **Owner** must be protected to the full extent provided by 1963 PA 213, as amended, MCL 129.201 et seq.

IMPORTANT: The Surety shall be authorized to do business in the State of Michigan by the Department of Licensing and Regulatory Affairs, must be listed on the current U.S. Department of the Treasury Circular 570, and, unless otherwise authorized by the **Owner** in writing, must have at least an A– Best's rating and a Class VII or better financial size category per current A. M. Best Company ratings.

Name, Address and Telephone of the Surety:

Address and Telephone of Agent, who is either a resident of, or whose principal office is maintained in, the State of Michigan

Signed and sealed this _____ day of _____, 20_____.

THE **CONTRACTOR**: (Print Full Name and Sign)
WITNESS _____

By: _____
Name & Title: _____
Telephone No. _____

THE SURETY: (Print Full Name and Sign)
Agent: _____

WITNESS _____

Attorney-in-Fact: _____
Telephone No. _____

Email: _____

END OF SECTION 00620

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STATE OF MICHIGAN MODEL

Developed from FORMSPEC™ Michigan Model

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ARTICLE 1 INTERPRETATIONS

1.1 Section 00020 Glossary:

1.1.1. Section 00020 Glossary assigns specific intent and meanings to capitalized terms and to other defined terms used in this Section 00700 General Conditions, Section 00500 Agreement, Section 00520 Attachment A to the Agreement, Section 00610 Performance Bond, Section 00620 Payment Bond, and Section 00800 Supplementary Conditions.

1.1.2. Section 00020 Glossary also provides specific rules for construing any reference to any Article or paragraph that is made in this Section 00700 General Conditions.

1.2 Intent of the Contract Documents:

1.2.1. The intent of the Contract Documents is to describe the *entire* Work, including its various parts, to the extent necessary for the **Contractor** to discharge its obligation to execute and complete the Work in accordance with the Contract Documents. The Contract Documents are complementary; what is required by one shall be as binding as if required by all Contract Documents.

1.2.2. The *entire* Work required by the Contract Documents includes Work, which is reasonably inferable from the Contract Documents or from prevailing custom and trade usage.

The **Contractor** shall provide any Work reasonably inferable to the extent such Work is required to properly complete the installation of other Work expressly shown or specified in the Contract Documents. If the **Contractor** disagrees that Work that is not expressly shown or detailed in the Contract Documents is Work reasonably inferable, the **Contractor** shall proceed in accordance with the provisions of paragraph 10.1.3.

1.2.3. The breakdown of the Work by Divisions and Sections, or the identification of any Drawing, shall not delineate or be construed to delineate Work to be performed by any trade. The breakdown shall not control the manner in which the Work may be divided by the **Contractor** among Subcontractors and Suppliers.

*1.2.4. Reference to the State Construction Code Act of 1972, 1972 PA 230, as amended, MCL 125.1501 et seq., or to standard specifications, manuals or codes of any technical society, organization, or association, whether specifically or by implication, means the issue in effect on the date of Bid opening, unless otherwise expressly stated. Work indicated in or required by the Contract Documents that is above standards set in the State Construction Code shall be provided to the higher standard.

1.2.5. The provisions of the Contract Documents shall govern over any standard specification, manual or code of any technical society, organization, or association. Unless otherwise provided in the Contract Documents, words with an accepted technical or trade meaning used to describe any Work shall be interpreted in accordance with that meaning.

1.2.6. If any Work indicated in, or required by, the Contract Documents is above the standards set by any Law applicable to the Work and the Project, the higher standard shall govern.

1.2.7. The terms "the Contract Documents," "as specified in the Contract Documents," "in accordance with the Contract Documents" or such other similar terms shall be construed as including all valid Change Orders and Change Authorizations.

1.2.8. "Execution of the Work" and “shall provide” includes the furnishing and/or performance of the Work. "*Work*" as in "Unit Price Work," or “any Work” or "acceptable Work," etc. refers to a specific part(s) of the Work.

1.2.9. Subject to the **Contractor's** continuing responsibilities for the acts of Subcontractors and Suppliers, whenever in the Contract Documents the term "the **Contractor**" is used concerning any action, obligation, cost, or event, it shall cover, even if not expressly stated, actions or obligations or costs of, or events involving, any Subcontractor, Supplier, or anyone for whom any of them may be liable, unless the context requires otherwise.

1.2.10. Use of the terms "as ordered," "as directed," "as required," "as allowed," "as approved" or similar terms, or the adjectives "reasonable," "suitable," "acceptable," "proper" or "satisfactory" or similar adjectives, to describe a requirement, direction, review, or judgment of the **Professional** or **Owner** as to the Work will be solely to evaluate the Work for compliance with the Contract Documents. No use of any such term or adjective, or provision of any standard specification, manual or code (whether expressly incorporated by reference in the Contract Documents or not), or Suppliers' instructions, shall be effective to (a) change the duties and responsibilities of the **Owner** or **Professional** from those assigned in the Contract Documents, (b) assign to the **Owner** or **Professional** any duty or authority to supervise or direct the furnishing or performance of the Work or assume responsibility contrary to the provisions of the Contract Documents.

1.2.11. A provision stating "the **Contractor** shall bear its proportionate share of the Delay and costs" shall be construed as entitling the **Owner** to an appropriate decrease in Contract Price and Contract Time for all the **Owner’s** direct, indirect, and consequential costs and damages that are attributable to the **Contractor**.

1.2.12. Contract Time computations shall be made in Calendar Days. The Progress Schedule shall be in the form of a Critical Path Method schedule, Total Float and Contract Float values stated in Business Days shall be converted to Calendar Days when used for the purpose of calculating changes in Contract Time.

1.2.13. Any computation of a Contract Time which adds Calendar Days to a date shall include both the first and last Day. Any computation of a notice period shall exclude the first Day and include the last Day. In any case, if the computed Day falls on a non-Business Day, it shall be omitted from the computation.

1.2.14. In the Contract Documents, the terms "substantially completed" and "substantially complete" have in context the same meaning as Substantial Completion.

1.3 Priority of the Contract Documents:

1.3.1. Whenever an issue of priority involves two Sections within the Contract Documents, the following will apply: Unless the **Owner** and **Contractor** mutually agree otherwise, a Section of the Contract Documents will *supersede* another *conflicting* Section if the *superseding* Section is listed in paragraph 2.2 of Section 00500 Agreement ahead of the *conflicting* Section.

1.3.2. Whenever an issue of priority involves Work called for in the technical Specifications or Drawings – figured dimensions shall govern scaled dimensions, detail Drawings shall govern general Drawings and Drawings shall govern Submittals.

Whenever specifications, dimensions, notes, schedules, or details conflict (whether within the Specifications or Drawings, or between the Specifications and Drawings, or between Change Order Drawings and the Drawings), the **Contractor** shall be required to provide the higher performance requirement only to the extent such outcome results in Work reasonably inferable.

1.4 Interpretation of Indemnification Provisions:

1.4.1. Paragraphs 1.4.2 and 1.4.3 will be as effective as if repeated in paragraphs 4.5.2, 4.6.1, 4.9.1, 10.4.4, 13.3.1 and in any other paragraph requiring the **Contractor** to defend, indemnify and hold harmless the **Owner** and **Professional**.

1.4.2. Any indemnification provision requiring the **Contractor** to defend, indemnify and hold harmless the **Owner** and **Professional** against all claims, or covering liability of the **Owner** or **Professional**, shall include claims caused in part by the negligence or other liability-creating conduct or omission of the **Contractor**.

1.4.3. The terms "against all claims" in any such obligation shall be construed as covering all claims, of whatever type and nature, and all judgments, costs, losses, and damages, whether direct, indirect, or consequential (including, but not limited to, charges of architects, engineers, attorneys and others and all court, hearing, and any other dispute resolution costs).

1.5 Additional Interpretations:

1.5.1. The term "the **Professional**" shall be construed as covering, even if not expressly stated, the **Professional's** consultants, agents, and employees. This interpretation shall not be construed as relieving the **Professional** of its sole responsibility for the performance of the **Professional's** obligations and responsibilities, whether performed by the **Professional** directly or through any consultant, agent, or employee.

1.5.2. The expression "any act or omission within the control of" shall include, but is not limited to, the fault or negligence of the party involved and any other act, cause, and event for which that party is responsible. The expression "any cause beyond the control of" shall include any act or omission not within the reasonable control of the party involved and any other act, cause, and event for which that party is not responsible.

1.5.3. Whenever in the Contract Documents, the term "first tier" is used concerning a Subcontractor or Supplier, it means a Subcontractor or Supplier having a direct Sub agreement with the **Contractor**. Relatedly, the term "lower tier" refers to a Subcontractor or Supplier having a direct Sub agreement with another Subcontractor.

1.5.4. The expression "materials and/or equipment" shall not be construed to equate materials with equipment, but rather shall be interpreted as a general reference to materials or equipment, whichever actually applies. The term "stored materials" shall include materials and equipment. Where a differentiation between materials or equipment is necessary, such as for payments for approved equipment Shop Drawings, use of the term “equipment” shall exclude materials. In any such case, examples of equipment shall be conveying equipment, tanks, pumps, vessels, fans, boilers, air handling units, heat exchangers, compressors, incineration equipment, motor control centers, switchgears, transformers, control panels and so forth; and such components as pipe fittings and specialties, valves, ductwork, plumbing fixtures, cable tray, conduit and cable, electrical fixtures, panel boards and so forth shall be materials and not equipment.

1.5.5. The term "registered mail" includes registered U.S. mail and certified U.S. mail with return receipt requested. The term "hand delivered" includes delivery by private carriers.

1.5.6. The term "self-performed Work” means Work performed by the **Contractor**, as opposed to Work performed by a Subcontractor, which is referred to as “Subcontractor Work.”

1.5.7. An "early completion" Progress Schedule is a **Contractor**-prepared Revision Progress Schedule Submittal that anticipates completion of the entire Work, or of any portion of the Work having a separate, specified Contract Time, ahead of the correspondingly specified Contract Time.

1.6 Ownership and Use of the Contract Documents:

1.6.1. Neither the **Contractor** nor any Subcontractor or Supplier shall have or acquire title to or ownership rights in any of the Drawings, Specifications or documents identified in Section 00210 Information for Bidders, and they shall not reuse any of them on extensions of the Project or any other project without prior written consent of the **Owner** and **Professional**.

1.6.2. The **Contractor**, Subcontractors and Suppliers are granted a limited license to use and reproduce parts of the Contract Documents and those documents identified in Section 00210 Information for Bidders as appropriate for their use in the furnishing and performance of their Work. All copies of the Drawings and Project Manual and other documents made under this license shall retain all copyright and trademark notices, if any.

1.7 Copies of the Contract Documents:

1.7.1. The **Owner** will furnish, at no cost to the **Contractor**, one (1) electronic copy of the Drawings and Project Manual. If the **Contractor**, or the Contractor's Subcontractors or Suppliers request hard copy sets, reproduction of these documents will be the responsibility of the **Contractor**.

ARTICLE 2 THE OWNER – GENERAL PROVISIONS

2.1 Availability of Lands, Areas, Properties and Facilities:

2.1.1. The Contract Documents indicate the lands, areas, properties, and facilities upon which the Work is to be performed and those rights-of-way and easements for access to the site furnished by the **Owner**. Easements for permanent structures or for permanent changes in any existing lands, areas, properties, and facilities will be obtained by the **Owner**, unless otherwise expressly stated elsewhere in the Contract Documents.

2.1.2. The **Contractor** shall obtain, at no increase in Contract Price or Contract Time, any other lands, areas, properties, facilities, rights-of-way, and easements the **Contractor** requires for temporary facilities, storage, disposal of spoil or waste material or any other such purpose. If public property, the **Contractor** shall obtain all required permits from the federal agency, State agency, Political Subdivision or Public Utility with jurisdiction. If private property, the **Contractor** shall obtain prior permission by written agreement. The **Contractor** shall submit copies of the permits and written agreements to the **Owner**.

2.2 Reference Points; Base Lines and Benchmarks:

2.2.1. Unless noted otherwise, the **Owner or Professional** will provide engineering surveys to establish reference points for construction that the **Professional** considers necessary for the **Contractor** to proceed with the Work. The **Contractor** shall be responsible for surveying and laying out the Work from those reference points. The **Contractor** shall be responsible for protecting and preserving those reference points as well as any base lines and benchmarks provided for the Work.

2.2.2. The **Contractor** shall make no changes on any reference points, base lines, and benchmarks without the **Professional's** prior written approval. The **Contractor** shall report to the **Professional** whenever any reference point, base line or benchmark is lost, destroyed, or requires relocation. The **Contractor** shall replace and relocate any lost or destroyed reference points accurately, with professionally, licensed personnel, if so, directed by the **Professional**.

2.2.3. The **Contractor** shall bear its proportionate share of the Delay and costs resulting from any loss, destruction, replacement and/or relocation of reference points, base lines and/or benchmarks, to the extent any such loss, destruction, replacement and/or relocation results in whole or in part from any act or omission within the control of the **Contractor**.

2.3 Stop Work Order:

2.3.1. The **Owner** may order the **Contractor** in writing to stop the Work, in the whole or in part, in the event any of these situations occur: (a) any Work is Defective, (b) any Work, when completed, will not conform to the Contract Documents, (c) any materials or equipment are unsuitable, or (d) any workers are insufficiently skilled. The **Contractor** shall bear its proportionate share of the Delay and costs resulting from any such stop Work order unless the **Contractor** is/was not at fault.

2.3.2. If the **Contractor** is/was not at fault, the **Owner** will amend the Contract Documents to provide for any adjustments in Contract Price and/or Contract Time made necessary by any resulting Delay which is unreasonable under the circumstances. This authority to stop the Work or any Work shall not create or impose any duty or responsibility on the **Owner** to exercise such authority for the benefit of the **Contractor** or of any Subcontractor, Supplier, surety to any of them or any other third party.

2.4 Limitations on the Owner's Responsibilities:

2.4.1. The **Owner** is not responsible for the **Contractor's** Means and Methods, safety precautions and programs related to safety, or the **Contractor's** failure to execute the Work in accordance with the Contract Documents. Nor is the **Owner** responsible for any act or omission of the **Contractor** or of any Subcontractor, any Supplier or anyone for whose acts the **Contractor** or any Subcontractor or Supplier may be liable.

2.4.2. The **Owner** is not responsible for verifying whether the **Contractor's** Progress Schedule Submittals, any certificates and/or policies of insurance or any technical Submittals are in accordance with the Contract Documents, or for verifying their accuracy or completeness in any way.

2.4.3. Neither the **Owner's** authority to review any of those Submittals, nor the **Owner's** decision to raise or not raise any objections about any such Submittals, shall create or impose any duty or responsibility on the **Owner** to exercise any such authority or decision for the benefit of the **Contractor**, any Subcontractor or Supplier, any surety to any of them or any other third party.

2.5 Additional General Provisions:

2.5.1. Written communications from the **Owner** to the **Contractor** will generally be issued through the **Professional**. If there is need to issue communications directly, a copy will be sent concurrently to the **Professional**. Written communications from the **Contractor** to the **Owner** may be issued directly to the **Owner** or through the **Professional** if such is more appropriate. Any such communication shall also include concurrent copy of both parties.

2.5.2. The **State Facilities Administration** Representative shall be the representative for the **Owner.** The **State Facilities Administration** Representative may be represented on-site by a Field Representative(s). Neither the **State Facilities Administration** Representative nor the Field Representative shall have authority to interpret the requirements of the Contract Documents. Unless delegated by specific written notice from the **Owner**, the Field Representative does not have any authority to order any changes in the Work or authorize any adjustments in Contract Price or Contract Time.

2.6 Partnering Charter:

2.6.1. If the Contract Documents indicate the **Owner's** intent to implement a bilateral partnering charter, unless the **Contractor** declines in writing, the **Contractor** shall cooperate with the **Owner** in implementing such a partnering charter for the Contract. Unless the possibility is expressly allowed for in the Contract Documents, no provision, requirement, or other aspect of the Contract Documents shall be open for change, revision, or modification in any such partnering charter.

ARTICLE 3 THE PROFESSIONAL – GENERAL PROVISIONS

3.1 Owner's Representative:

3.1.1. The **Professional** shall be the **Owner's** representative during the Contract Time period. The **Professional's** duties, responsibilities and limits of authority set forth in the Contract Documents shall not be changed without the prior written consent of both the **Owner** and **Professional.**

3.1.2. The **Professional** will make On-Site Inspections at intervals appropriate to the stages of the Work to observe the quality and quantity of progress and completed Work; to determine actual quantities of Unit Price Work completed by the **Contractor** and to determine whether the Work is being executed so that the Work, when completed, will be in accordance with the Contract Documents. Based on the On-site Inspections, the **Professional** will endeavor to guard the **Owner** from Defective Work and to keep the **Owner** informed of the progress of the Work.

3.1.3. If the **Professional** assigns Resident Project Representatives, their duties, responsibilities, and limits of authority will be given in the Contract Documents or at the pre-construction conference. Unless delegated by specific written notice from the **Owner**, the Resident Project Representative does not have any authority to order any changes in the Work or authorize any adjustments in Contract Price or Contract Time.

3.1.4. The **Professional** will have authority to disapprove or reject Work that the **Professional** believes to be Defective, and to require inspection or testing of any Work, whether or not such Work is fabricated, installed, or completed. The **Contractor** shall take prompt corrective action upon receiving any Defective Work notice from the **Professional**.

3.1.5. On-Site Inspections by the **Professional** and/or Resident Project Representatives shall not create or impose any duty on the **Professional** or Resident Project Representatives to make the On-Site Inspections for the benefit of the **Contractor** or any other third party. On-Site Inspections will not relieve the **Contractor** from its obligation to provide the Work in accordance with the Contract Documents or represent acceptance of Defective Work.

3.1.6. Inspections by the Field Representative(s) shall not create or impose any duty on such Field Representative to make the observations for the benefit of the **Contractor** or any other third party. Any such inspection will not relieve the **Contractor** from its obligation to provide the Work in accordance with the Contract Documents or represent acceptance of Defective Work.

3.2 Clarifications and Interpretations:

3.2.1. The **Professional** will issue with reasonable promptness written clarifications or interpretations as the **Professional** may determine necessary or in response to a **Contractor** written request for interpretation. If the **Contractor** believes that a written clarification or interpretation issued by the **Professional** justifies an adjustment in Contract Price or Contract Time, the **Contractor** shall promptly notify the **Professional** in writing before proceeding with the Work Involved.

3.2.2. In any such case, if the **Contractor** is properly authorized in writing to proceed with the Work Involved before full agreement is reached on the extent of any such adjustments (if any are determined to be due at all), the **Contractor** shall furnish to the **Professional**, upon request from the **Professional**, those actual cost Records specified in paragraphs 11.4 and 11.5.

3.3 Minor Variations and No-Cost Changes; Minor Delays:

3.3.1. The **Professional** may authorize minor variations in the Work, order no-cost changes consistent with the Contract Documents or cause minor Delay if, in the **Professional's** judgment, such variation, no-cost change or Delay does not justify any adjustment in Contract Price or Contract Time. Minor variations will be ordered in writing; no-cost changes will be authorized by Change Authorization. If the **Contractor** believes any minor variation or no-cost change justifies an increase in Contract Price or Contract Time, the **Contractor** shall promptly notify the **Professional** in writing before proceeding with the Work Involved and follow the procedures in paragraph 3.2. Notice requirements for minor Delays are provided in paragraph 8.7.4.

3.4 Determinations by the Professional:

3.4.1. The **Professional** will be the interpreter of the requirements of the Contract Documents and, in such capacity, will render determinations on the acceptability of the Work. Notices, proposals, claims, or other matters relating to the acceptability of the Work, the interpretation of the requirements of the Contract Documents or any adjustment in Contract Price or Contract Time shall be referred to the **Professional** in writing requesting a formal, written determination, which the **Professional** will render within a reasonable time. If the **Contractor** disagrees with any such **Professional** determination, the **Contractor** may deliver notice of a claim and a claim submittal within twenty-one (21) Calendar Days in accordance with the procedures and within the deadlines set forth in Article 15 Disputes.

3.4.2. The rendering of any interpretation or of any determination on any notice, proposal, claim, or other matter relating to the acceptability of the Work or to any adjustment in Contract Price or Contract Time will be a prerequisite to the exercise by the **Contractor** of any rights or remedies the **Contractor** may otherwise have under the Contract Documents or by Law concerning any such issue.

3.5 Limitations on the Professional's Responsibilities:

3.5.1. The **Professional's** authority to act under this Article 3 or elsewhere in the Contract Documents, or any decision made by the **Professional** in good faith to exercise or not to exercise such authority, shall not give rise to any duty or responsibility of the **Professional** to the **Contractor**, to any Subcontractor or any Supplier, to any surety or to any third party.

3.5.2. The **Professional** is not responsible for the **Contractor's** Means and Methods, safety precautions and programs related to safety, or for the **Contractor's** failure to execute the Work in accordance with the Contract Documents. Furthermore, the **Professional** is not responsible for any act or omission of the **Contractor** or of any Subcontractor, Supplier, or anyone for whose acts the **Contractor** or any Subcontractor or Supplier may be liable.

ARTICLE 4 CONTROL OF WORK – GENERAL PROVISIONS

4.1 Review of the Contract Documents:

4.1.1. Before undertaking each part of the Work, the **Contractor** shall study and compare the Contract Documents with each other and against manufacturers' recommendations for installation and handling. Before undertaking each part of the Work, the **Contractor** shall verify dimensions and take field measurements, and the **Contractor** shall coordinate the location, dimensions, access, fit, completeness, etc. of dependent Work. The **Contractor** shall promptly notify the **Professional** in writing of any conflict, error or omission in the Contract Documents and deviation from manufacturers' recommendations for installation and handling discovered.

4.1.2. The **Contractor** shall bear its proportionate share of the Delay and costs resulting from any Work undertaken before apprising the **Professional** and/or obtaining a written clarification or interpretation from the **Professional,** if the **Contractor** knows or has reason to know that any such Work (a) involves a conflict, error or omission, or (b) is subject to a specified Means and Method which is inappropriate, unworkable or unsafe, or (c) is subject to a specified method of installation, performance or test procedure and/or result which is contrary to the recommendations provided by or for the respective manufacturer.

4.2 Management, Supervision and Personnel:

4.2.1. The **Contractor** shall manage, supervise, and direct the Work competently, applying the management, supervision, skills, expertise, scheduling, coordination, and attention necessary to provide the Work in accordance with the Contract Documents, while insuring timely and unhindered access to the site. The **Contractor** shall be responsible for any Means and Methods unless a specific Means and Method is indicated in or required by the Contract Documents. The **Contractor** shall verify that completed Work complies with the Contract Documents, all approved Submittals and all clarifications and interpretations.

4.2.2. The **Contractor** shall maintain a competent, full-time superintendent on the Work at all times during its progress. The superintendent shall be the **Contractor's** representative at the site and shall have authority to act on behalf of the **Contractor**. The Superintendent shall not be assigned or replaced without the **Owner's** consent. If the **Owner**, in the reasonable exercise of its discretion, objects to the superintendent, the **Contractor** shall use a replacement superintendent at no increase in Contract Price or Contract Time. All communications given to the superintendent shall be as binding as if given to the **Contractor**. The DTMB Superintendent Designation form must be completed by the Contractor and submitted before beginning any work.

4.2.3. The **Contractor** shall provide competent, suitably qualified personnel to survey and lay out the Work. As part of this responsibility, the **Contractor** shall engage a registered land surveyor to accurately locate base lines and Project elevations. The **Contractor** shall be required to furnish certifications that lines and grades for all concrete slabs were checked before and after placing of concrete, and that final grades are as required by the Contract Documents.

4.2.4. The **Contractor** shall provide competent and suitably qualified trade foremen and craft workers to construct the Work, in all cases as required by the Contract Documents. At all times, the **Contractor** shall maintain good discipline and order at the site.

4.2.5. Whenever activities of the **Contractor** are carried out beyond the limits of the site or the indications of temporary fences or barricades, the **Contractor** shall schedule trenching, utility Work, site development, landscaping and all other activities in the way that will cause minimum disturbance to or interference with adjoining property, service to the public or the normal operation of the **Owner** or others affected by such activities.

4.2.6. If a Means and Method is indicated in, or required by, the Contract Documents, a substitute Means, and Method may be used by the **Contractor** only after obtaining the **Professional's** approval that it meets the applicable criteria in paragraph 5.2 without increasing Contract Price or Contract Time. If any such substitution causes earlier completion of the Work, the **Owner** and **Contractor** may negotiate an appropriate shortening in Contract Time, a level of liquidated damages appropriate to the shortened Contract Time, and a decrease in the Contract Price. If the **Owner** and **Contractor** are unable to agree on the extent of any such adjustments, the **Owner** may deliver a claim in accordance with the procedures and within the deadlines set forth in Article 15.

4.2.7. The **Contractor** shall post appropriate construction signs to advice the occupants and visitors of occupied facilities of the limits of construction work areas, hardhat areas, excavations, construction parking and staging areas, etc.

4.3 Materials and Equipment:

4.3.1. Unless otherwise specified in the Contract Documents, the **Contractor** shall furnish and be responsible for all materials, commodities (including all fuel, gas, or other consumables necessary to operate any equipment), devices, equipment, transportation, construction equipment, tools, supplies, fuel, utilities, water for flushing and testing, temporary facilities and all other facilities and incidentals necessary for the furnishing and performance, which includes, without limitation, the testing and completion of the Work.

4.3.2. All materials and equipment shall be of good quality, free of defect and new, unless otherwise allowed in the Contract Documents. For each material and equipment, the **Contractor** shall provide complete information on preventive maintenance, operating requirements, parts lists, ordering of parts and other applicable conditions. Materials and equipment shall be protected against any damage at all times so that they remain new.

4.3.3. If required for the **Professional's** acceptance of any materials or equipment, the **Contractor** shall furnish satisfactory evidence (which shall include test procedures and reports of required tests) as to the kind and quality of the materials and equipment. Materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned following the manufacturer's and Suppliers' instructions, except as otherwise provided in the Contract Documents.

4.3.4. Paragraph 7.3, Section 00100 Instructions to Bidders, dealing with materials and equipment *listed* in Schedule 1.6 of Section 00440 Schedule of Materials and Equipment is made part of this Section 00700 General Conditions by this reference.

4.4 Concerning Control of Work:

4.4.1. The **Contractor** shall prosecute the Work in the way that will cause the least practicable interference with and avoid prolonged interruption of, or damage to, existing facilities. The **Contractor** shall obtain written approval from the **Owner** ten (10) Calendar Days before connecting to existing facilities or interrupting service. If the **Contractor's** Means and Methods require tapping into an existing system(s), the **Contractor** shall be responsible for the restoration of such system and of any extensions of such systems.

4.4.2. To the extent specified Work on an existing system may cause damage to, or imbalances in extensions of such systems, and restoration of the entirety of such systems is not designated in the Drawings and/or Specifications as required Work, the **Contractor** shall be responsible for seeking an appropriate clarification or interpretation from the **Professional** before proceeding with the Work Involved.

4.4.3. The **Contractor** shall perform Work and operate vehicles and construction equipment in a safe manner and without becoming a hazard to the public, while at the same time ensuring the least practicable interference with pedestrians and traffic. In addition, such operations shall be carried out without interfering with overhead utilities. When transporting materials or equipment, vehicles shall not be loaded beyond the capacity set by their manufacturers or applicable Laws. When crossing sidewalks, curbs or landscaped areas, the **Contractor** shall protect them from damage. Safe and adequate pedestrian and vehicular access shall be maintained to fire hydrants, commercial and industrial establishments, churches, schools, parking lots, hospitals, fire, and police stations and like establishments.

4.4.4. The **Contractor** shall be responsible for performing the pumping, draining, and controlling of surface water and groundwater in the way that will not endanger the Work or any adjacent facility or property, or interrupt, restrict or interfere with the use of any adjacent facility or property.

4.4.5. Paragraph 3.10, Section 00100 Instructions to Bidders, invoking the "Soil Erosion and Sedimentation Control," 1994 PA 451, Part 91, as amended, MCL 324.9101 et seq., is made part of Section 00700 General Conditions by this reference.

4.4.6. To the extent the **Contractor** knows, or has reason to know, the **Contractor** shall be responsible for performing the Work taking fully into account any dewatering, blasting, etc. operations from other work bearing a potential impact on the Work.

4.4.7. Any damaged Work corrected by the **Contractor** shall be corrected and made equal in all respects (quality, finish, appearance, function, etc.) to similar non-damaged Work otherwise required by the Contract Documents.

4.4.8. The **Contractor** shall verify that Work already *in-place* is in proper condition to receive *dependent* Work, and that dependent Work connecting to the *in-place* Work is properly coordinated. Whether or not expressly specified in the Contract Documents, the **Contractor** shall be responsible for all cutting, fitting, drilling, fixing-up and patching of concrete, masonry, gypsum board, piping and other materials that may be necessary to make *in-place* Work and *dependent* Work fit together properly.

4.4.9. The **Contractor** shall not obstruct access to municipal structures, hydrants, valves, manholes, fire alarms, etc., nor operate valves or otherwise interfere with the operation of any Public utilities without first securing the necessary approvals and permits. Except as may be otherwise provided in the technical Specifications, the **Owner** will charge the **Contractor** for all utilities used based on the charges the **Owner** actually incurs.

4.4.10. In the event of any unauthorized interruption of service to any operating facility, the **Contractor** shall take immediate action to restore that service as soon as practicable. The **Contractor** shall be directly responsible for the charges of any manufacturer's representative called to the site to repair or adjust any systems damaged by the **Contractor**.

4.4.11. Whenever the **Contractor** has caused an operating security system to go out of service or left unsecured openings in existing facilities or security fences, the **Contractor** shall furnish a security guard acceptable to the **Owner** to maintain security of the facility outside of normal working hours. The **Contractor** will be held responsible for any losses on account of the **Contractor's** interruption of security systems or barriers at existing facilities.

4.4.12. The **Contractor** shall take steps, procedures or means as may be required to prevent dust nuisance resulting from the **Contractor's** operations. The dust control measures shall be maintained at all times to the satisfaction of the **Owner** and any Political Subdivision with jurisdiction.

4.4.13. The **Contractor** shall, before final inspection, mark in a permanent and readily identifiable manner, all reference points provided by the **Owner**.

4.4.14 The Contractor shall note and comply with APPENDIX I SPECIAL WORKING CONDITIONS and APPENDIX II SPECIAL PROJECT PROCEDURES as part of and in conjunction with all other contract requirements. APPENDIX I & II immediately follow and are attached hereto SECTION 00800.

4.5 Patent Fees and Royalties:

4.5.1. The **Contractor** shall be responsible for paying all royalties and license fees and assuming all costs resulting from the use in the furnishing and performance of the Work and/or the incorporation into the Work of any invention, design, process, product, or device covered by patent rights or copyrights, whether specified in the Contract Documents or chosen by the **Contractor**. The **Contractor** shall sign suitable agreement(s) with the patentee or copyright owner and, if requested, provide copies to the **Owner.**

4.5.2. The **Contractor** shall defend, indemnify, and hold harmless the **Owner** and **Professional** from and against all claims, as construed in paragraph 1.4, arising from any patent or copyright infringement by the Contractor including, but not limited to, patent or copyright infringements resulting from "or equal" substitution of any invention, design, process, product, or device that is specified in the Contract Documents.

4.5.3. If the **Contractor** knows, or should know, that the specified invention, design, process, product, or device infringes on a patent or copyright, the **Contractor's** obligation to defend, indemnify and hold harmless **Owner** and **Professional** from and against all claims arising from any patent or copyright infringement shall apply, unless the **Contractor** promptly furnishes that information to the **Professional** in writing.

4.6 Use of Premises:

4.6.1. The **Contractor** shall confine its operations (including, but not limited to construction equipment and laydown and storage) to the site and lands, areas, properties, facilities, rights-of-way, and easements ("the premises") identified and permitted by the Contract Documents and shall not unreasonably encumber the premises. The **Contractor** shall be responsible for any damage to the premises (including, but not limited to, damage to any real and personal property) and for any damage to any adjacent lands, areas, properties, facilities, rights-of-way, and easements (including, but not limited to, damage to any real and personal property) resulting from the **Contractor's** operations.

The **Contractor** shall defend, indemnify, and hold harmless the **Owner** and **Professional** against all claims, as construed in paragraph 1.4, arising from any damage to such premises or adjacent lands, areas, properties, facilities, rights-of-way, and easements (inclusive of real and personal property), including loss of use, to the extent resulting from the **Contractor's** operations.

4.6.2. The **Contractor** shall keep the premises free from accumulations of waste materials, rubbish, and other debris, and shall not remove, injure, cut, alter, or destroy trees, shrubs, plants, or grass, unless otherwise provided elsewhere in the Contract Documents. At the completion of the Work, the **Contractor** shall remove all obstructions, waste and surplus materials, rubbish, debris, tools, and construction equipment and shall leave the site clean and ready for occupancy by the **Owner**.

4.6.3. The **Contractor** shall restore to pre-existing conditions all walks, roadways, paved or landscaped areas and other real and personal property not designated for alteration by the Contract Documents. To the extent the **Contractor** refuses, fails or neglects to replace all such altered premises and/or restore to its pre-existing condition any walk, roadway, paved or landscaped area and other property not designated for alteration by the Contract Documents, the **Contractor** shall bear its proportionate share of the Delay and costs resulting from the **Contractor's** refusal, failure, or neglect to do so.

4.6.4. The **Contractor** shall not load or permit any part of any structure to be loaded in any way that will endanger the structure. The **Contractor** shall not subject any part of the Work or adjacent property to stresses or pressures that will damage or endanger the Work or adjacent property, or both.

4.7 Record Documents:

4.7.1. The **Contractor** shall maintain at the site one copy of all Record Documents in good order and annotated in a neat and legible manner using a contrasting, reproducible color to show (a) all revisions made, (b) dimensions noted during the furnishing and performance of the Work, and (c) all deviations between the as-built installation and the Contract Documents, all approved Submittals and all clarifications and interpretations.

4.7.2. Record Documents, along with a properly annotated copy of all approved Submittals, shall be available to the **Professional** and **Owner** at all times during the progress of the Work. The finalized Record Documents and approved Submittals shall be required for processing final payment to the **Contractor.**

4.7.3. The **Contractor** shall maintain and make available to the **Owner** and **Professional** daily field reports and digital photos recording the on-site labor force and equipment (**Contractor** and Subcontractors); materials/equipment received (at the site or at another location); visits by Suppliers; significant in-progress and completed trade Work within major areas; and other pertinent information.

4.7.4. Such daily field reports shall be furnished by the **Contractor** promptly to the **Professional** and **Owner** upon their request and shall be accepted by the **Owner** for information only. Neither the **Owner** nor **Professional's** review of any daily field report shall be construed as agreement with the information contained in any such daily field report.

4.8 Emergencies:

4.8.1. In Emergencies affecting the safety or protection of Persons, the Work or property at or adjacent to the site, the **Contractor**, without any special instruction or authorization from the **Professional** and/or the **Owner**, is obligated to act to prevent threatened damage, death, injury, or loss.

4.8.2. The **Contractor** shall give the **Owner** prompt written notice of any changes in the Work resulting from the action taken. If the **Owner** concurs, the **Owner** will amend the Contract Documents to provide for those changes and, unless the Emergency results in whole or in part from any act or omission within the control of the **Contractor**, to provide for any corresponding adjustment in Contract Price and/or Contract Time.

4.9 Indemnification:

4.9.1. The **Contractor** shall defend, indemnify and hold harmless the **Owner** and **Professional** from and against all claims, as construed in paragraph 1.4, for bodily injury, sickness, disease or death, or injury to the destruction of property, including loss of use, arising out of, relating to, or being in any way connected with the Work, that are in any way (a) caused by any negligent act or omission of the **Contractor**, any Subcontractor or Supplier or anyone for whose acts any of them may be liable, or (b) related to the **Contractor's** failure to maintain the required insurance and coverages. As a point of emphasis, and as set forth in paragraph 1.4, such claims shall include, but are not limited to charges of architects, engineers, attorneys and others and all court, hearing, and other dispute resolution costs.

4.9.2. As a point of emphasis, as set forth in paragraph 1.4, this indemnification obligation shall include claims caused in part by the negligence or other liability-creating conduct or omissions of the **Owner** (including State departments, agencies, boards, commissions, officers, and employees) or **Professional**; however, the **Contractor** shall not be required to indemnify the **Owner** or **Professional** against liability for loss or damage resulting from the sole negligence of the **Owner** and/or **Professional**.

4.9.3. With respect to claims against the **Owner** or **Professional** by any employee of the **Contractor**, the indemnification obligation under this paragraph 4.9 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the **Contractor**, any Subcontractor or Supplier under workers' compensation, disability benefit or other benefit acts.

ARTICLE 5 SUBCONTRACTORS AND SUPPLIERS

5.1 Employment of Subcontractors:

5.1.1. Upon due investigation, the **Owner** may revoke, because of subsequent violation of a material requirement of the Contract Documents, the **Owner's** consent to any Subcontractor previously given pursuant to the provisions of Article 8 of Section 00100 Instructions to Bidders and Section 00430 List of Subcontractors. Any such revocation of the **Owner's** consent shall not justify any increase in Contract Price or Contract Time.

5.1.2. After Contract Award, if the **Contractor** intends to add or substitute a Subcontractor for Work in a Division, Specification and/or trade for which Subcontractor nomination was required in Section 00430 List of Subcontractors, the **Contractor** shall nominate that Subcontractor for review by the **Owner** and/or **Professional**. The **Contractor** shall not award such Work to any Subcontractor to whom the **Owner** objects for good cause. No adjustment in Contract Price or Contract Time shall be allowed for any such newly nominated Subcontractor.

5.1.3. Whenever the **Owner** objects, for its convenience, to any Subcontractor nominated, but not objected to, before Contract Award or to any Subcontractor nominated after Contract Award, the **Contractor** shall nominate a substitute Subcontractor or shall proceed to self-perform the Work involved if the **Contractor** is so qualified. If any such **Owner** objection requires a Subcontractor substitution or the **Contractor** to self-perform the Work Involved, in either case at an increase of the **Contractor's** cost for the part of the Work Involved, the **Owner** will amend the Contract Documents to provide for a corresponding adjustment in Contract Price and/or Contract Time made necessary by the Subcontractor substitution or self-performance and by any resulting Delay which is not reasonably anticipatable under the circumstances and which is attributable to the **Owner** and/or **Professional.**

5.1.4. Failure of the **Owner** to object to any nominated Subcontractor shall not constitute a waiver of any right of the **Owner** or **Professional** to reject Defective Work; nor shall the authority given to the **Owner** under this paragraph create or impose any duty on the **Owner** or **Professional** to exercise such authority for the benefit of the **Contractor** or any other third party.

5.1.5. Installation of any self-performed or Subcontractor Work shall constitute acceptance by the **Contractor** of all previously placed dependent Work. Consistent with this responsibility, the **Contractor**, directly or through the **Contractor's** choice of Subcontractors, shall supply, install and/or cause items to be built into previously placed Work, shall verify dimensions of previously placed Work, and shall notify the **Professional** of previously placed Work that is unsatisfactory for, or prevents satisfactory installation of, other dependent Work.

5.1.6 Work performed by any Subcontractor or Supplier shall be through an appropriate written Sub agreement that expressly binds the Subcontractor or Supplier to the requirements of the Contract Documents and contains the waiver of rights of subrogation provisions of Article 7.

5.2 "Or Equal" and Substitute Materials and Equipment:

5.2.1. Materials or equipment described in the Contract Documents by using a brand name, make, manufacturer, supplier, or specification shall be intended to denote the essential characteristics desired and establish a standard.

5.2.2. For materials and equipment which are actually *listed* in Schedule 1.6 of Section 00440 Schedule of Materials and Equipment, no "or equal" or substitute material or equipment will be acceptable or permitted unless the **Contractor** complies with the terms and conditions of paragraphs 5.2.2.1 through 5.2.2.5.

5.2.2.1. Unless words are used in a technical Specification indicating that no "or equal" or substitution is permitted, a proposal for an "or equal" or substitution may be accepted by the **Professional** if, in the **Professional's** judgment, the proposal (a) meets the criteria set forth in paragraphs 5.2.2.2 through 5.2.2.5, (b) demonstrates a net positive deduction, i.e., the deductive value of the proposal exceeds all direct, indirect and consequential costs and damages attributable to the "or equal" or substitution, and (c) offers a Contract Price decrease of one hundred percent (100%) of the net deduction, or another percentage reflecting a sharing of the savings which is agreed between the **Owner** and **Contractor.**

5.2.2.2. The **Contractor's** written application for the "or equal" or substitute material or equipment shall provide sufficient information to allow the **Professional** to determine whether the material or equipment proposed (a) will equally perform the functions and achieve the results called for by the Contract Documents, (b) is at least of equal materials of construction, quality and necessary essential design features, (c) is suited to the same use as that named or specified, (d) conforms substantially to the desired detailed requirements, e.g., durability, strength, appearance, aesthetics (if aesthetics are significant), safety, useful life, reliability, economy of operation and ease of maintenance, (e) evidences a proven record of performance and the availability of responsive service, and (f) will not extend any Contract Times.

5.2.2.3. Each such application shall certify whether or not acceptance of the proposed "or equal" or substitute material or equipment will require a change in any of the Work or any of the Means and Methods indicated in or required by the Contract Documents, or in work performed by the **Owner** or others, and whether or not incorporation or use of the proposed material or equipment is subject to payment of any license fee or royalty. All variations of the proposed material or equipment from the material or equipment named or specified shall be identified (operation, materials or construction finish, thickness or gauge of material, dimensions, loads, tolerances, deleted and added features, etc.), and information regarding available maintenance, repair and replacement service shall be indicated.

5.2.2.4. The application shall contain an itemized estimate of all direct, indirect, and consequential costs and damages that will result from evaluation and acceptance of the proposed "or equal" or substitute material and equipment, including but not limited to costs and delays of redesign, or claims of other contractors affected by the proposed item, and changes in operating, maintenance, repair, replacement, or spare part costs. The **Professional** may require the **Contractor** to furnish a manufacturer's performance Bond, an analysis of the effects of the evaluation/acceptance of the “or equal” or substitution on the Progress Schedule, a list of locations of similar installations that have been in service for at least three (3) years before the date of the application, and any other relevant data.

5.2.2.5. The **Contractor** shall be responsible for verifying that "or equal" or substitute materials and equipment conform to the Contract Documents, and that all dimensions, arrangement, design and construction details and other features are suited to the specified purpose. If any "or equal" or substitute material or equipment differs materially from the material or equipment named or specified, and that difference was not expressly identified in the **Contractor's** application, or results in changes in the Work, the **Professional** has authority to require removal and replacement of that "or equal" or substitute material or equipment. The **Contractor** shall bear its proportionate share of the Delay and costs resulting from (a) any such removal and replacement of "or equal" or substitute materials or equipment, (b) making "or equal" or substitute materials or equipment conform to the requirements of the Contract Documents, and (c) any changes in the Work and/or in other work required to accommodate the "or equal" or substitute material or equipment, or both.

5.2.2.6. The **Contractor** shall reimburse the **Owner** for any costs incurred by the **Owner** in the evaluation of any "or equal" or substitution proposal. Such costs shall include, but are not limited to, related charges of the **Professional** made necessary by the evaluation and acceptance or rejection, as the case may be, of the proposed "or equal" or substitute material or equipment.

5.2.3. For materials and equipment *not listed* in Schedule 1.6 of Section 00440 Schedule of Materials and Equipment, no substitute material or equipment will be acceptable or permitted unless the **Contractor** meets with the requirements of paragraphs 5.2.2.1 through 5.2.2.5. Further, the reimbursement provisions of paragraph 5.2.2.6 shall apply equally to such substitutions.

5.2.4. Unless approved by the **Professional**, for materials and equipment *not listed* in Schedule 1.6 of Section 00440 Schedule of Materials and Equipment, no “or equal” material or equipment will be acceptable or permitted unless the **Contractor** complies with the requirements of paragraphs 5.2.2.2 – 5.2.2.5.

5.2.5. No "or equal" or substitute item shall be ordered, installed, or utilized without the **Owner's** prior acceptance. The **Owner's** acceptance shall be evidenced by a signed Change Order or Change Authorization, or if so, specifically designated by the **Professional**, by an approved Shop Drawing or sample.

5.3 The Contractor's Continuing Responsibilities:

5.3.1. The **Contractor** shall be fully responsible to the **Owner** and **Professional** for all acts and omissions of Subcontractors and Suppliers, at any tier, to the same extent as the **Contractor** is responsible for the **Contractor's** own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between the **Owner** or **Professional** and any Subcontractor or Supplier. No provision in Article 12 or in the other Contract Documents shall create or impose any express or implied duty or obligation on the **Owner** or **Professional** to any Subcontractor or Supplier or the **Contractor's** sureties to pay or to see to the payment of any monies owed to any of them.

ARTICLE 6 SUBMITTALS

6.1 Shop Drawing, Sample and Other Technical Submittals:

6.1.1. After complying with those requirements in paragraphs 6.1.2 through 6.1.5 and the technical Specifications, the **Contractor** shall submit to the **Professional** (a) an electronic file(s) of the drawing(s) compatible with the latest version of AutoCAD of all Shop Drawings required by the Contract Documents and bond copies if requested by the **Owner** or **Professional**; (b) all required samples (whether color or otherwise); and (c) all other technical Submittals (test results, test procedures, safety procedures, O&M manuals, etc.) that are required by the Contract Documents. In addition to electronic copies up to 2 hard copies of the approved O&M manuals may be required to be provided to the agency

6.1.2. Submissions shall be delivered to the **Professional** with due diligence, as delineated in or required by the Progress Schedule, and shall allow reasonable times, per 6.5.1, for the **Professional's** review and turnaround. Each Submittal shall be uniquely identified as the **Professional** and **Contractor** may agree.

6.1.3. Each Submittal shall bear a stamp or specific written indication certifying that the **Contractor** has satisfied the requirements of this Article and the technical Specifications and the **Contractor's** responsibilities for prior review of the submission. In addition, each sample shall have been checked and be accompanied by a certificate guaranteeing that the material sampled complies with the Contract Documents. Unless otherwise allowed by the **Professional**, Submittals without the **Contractor's** indication of approval will be returned without review.

6.1.4. Before each submission, the **Contractor** shall (a) determine and verify all field measurements, quantities, dimensions, instructions for installation and handling of equipment and systems, installation requirements (including location, dimensions, access, fit, completeness, etc.), materials, color, catalog numbers and other similar data as to correctness and completeness, and (b) have reviewed and coordinated that technical Submittal with other technical Submittals and the requirements of the Contract Documents. Technical Submittals of a Subcontractor or Supplier shall be coordinated with those of other Subcontractors or Suppliers (location, dimensions, fit, completeness, consistency, integration, etc.), and so represented in the **Contractor's** stamp or specific written approval before submission to the **Professional**.

6.1.5. With each submission, the **Contractor** shall give the **Professional** specific written notice of each variation from the requirements of the Contract Documents, and the **Contractor** shall cause a specific notation of each variation to be made on that Shop Drawing, sample, or other technical Submittal.

6.1.6. Where a Shop Drawing, sample or other technical Submittal is required by the technical Specifications, any related Work performed by the **Contractor** before the **Professional's** approval of the pertinent technical Submittal will be at the sole expense and responsibility of the **Contractor**.

6.1.7. The **Professional** shall be entitled to rely upon the accuracy or completeness of any designs, calculations or certifications made by licensed or certified professionals attached to a specific technical Submittal, whether or not that stamp, or written certification is required by the Contract Documents.

6.2 Review and Return of Technical Submittals:

6.2.1. The **Professional's** review of a technical Submittal will be to evaluate whether the items covered by the Submittal, after installation or incorporation into the Work, will conform to the general design intent of the Contract Documents and for compatibility with the design of the completed Work as a functioning whole as indicated in the Contract Documents.

6.2.2. The review of Submittals by the **Professional** shall not be conducted for the purpose of determining the accuracy and completeness of such details as dimensions or quantities shown or indicated on the Submittals, or for substantiating instructions for installation or performance of equipment and systems developed by or for the **Contractor**, the correctness of which shall remain the sole responsibility of the **Contractor.** Further, any such **Professional's** review and approval will not extend to any Means and Methods (except where a specific Mean and Method is indicated in or required by the Contract Documents) or to safety precautions or programs related to safety.

6.2.3. Approval by the **Professional** of a separate item or partial Submittal shall not translate to approval of the assembly in which the item functions or to the approval of related Submittals not yet reviewed and approved by the **Professional**.

6.3 Progress Schedule Submittals:

6.3.1. After complying with the appropriate Progress Schedule requirements in the technical Specifications, the **Contractor** shall submit to the **Professional** electronic copies of the Progress Schedule Submittal then due, which shall include both PDF format and active software files with the **Contractor's** specific schedule data. Each Progress Schedule Submittal shall bear the **Contractor's** stamp or written indication of approval as representation to the **Owner** that the **Contractor** has determined or verified all data on that Progress Schedule, and that the **Contractor** and Subcontractors and Suppliers have reviewed and coordinated the sequences in that Progress Schedule with the requirements of the Work. Progress Schedule Submittals are not Contract Documents.

6.3.2. Progress Schedule Submittals are intended to show: (a) the priority and sequencing by which the **Contractor** intends to execute the Work (or Work remaining) to comply with the Contract Times, those sequences of Work indicated in or required by the Contract Documents and any other requirements of the Contract Documents; (b) how the **Contractor** anticipates foreseeable events, site conditions and all other general, local and prevailing conditions that may in any manner affect cost, progress, schedule, performance and furnishing of the Work; (c) how the Means and Methods chosen by the **Contractor** translate into Activities and sequencing; (d) the actual timing and sequencing of completed Work; and (e) if required by the Contract Documents, the allocation of the Contract Price to the Activities.

6.4 Review and Return of Progress Schedule Submittals:

6.4.1. The **Owner's** and **Professional's** review of Progress Schedule Revision 0 Submittals may result in comments relating to conformance with (a) the Contract Times, (b) those sequences of Work indicated in or required by the Contract Documents, and (c) any other Contract Document requirements that may have a significant bearing on the use of Revision 0 Progress Schedule Submittals to resolve issues affecting Contract Price and/or Contract Time. Progress Schedule review comments may also result in the selection of Targets and recording of Target Times.

6.4.2. The review of Progress Schedule Revision Submittals may, in addition to the types of comments outlined in paragraph 6.4.1, result in comments as to whether the **Contractor's** scheduling of Work remaining continues to conform with the Contract Times and those sequences of Work indicated in or required by the Contract Documents. Progress Schedule Revision Submittal review comments may also respond to suggested **Contractor** schedule recovery plans, when and as appropriate, and to **Contractor** requests for extensions in Contract Time.

6.4.3. Progress Schedule reviews shall not impose on the **Owner** or **Professional** any responsibility for verifying whether Work is omitted; Activity durations are reasonable; the adequacy of the level of labor, materials, and construction equipment; the reasonableness of the **Contractor's** chosen Means and Methods; or whether Work sequences and Activity timing are practicable. Even if any comments or objections are noted from the reviews of Progress Schedule Submittals, no such reviews or objections noted shall be effective or construed to create or impose on the **Owner** or **Professional** any responsibility for the timing, planning, scheduling, or execution of the Work or for the correctness of any such Progress Schedule details. The correctness of the Progress Schedule shall remain the sole responsibility of the **Contractor**.

6.5 Additional Provisions Concerning Submittals:

6.5.1. Unless otherwise designated in a more specific technical Specification, a Submittal will be returned to the **Contractor** within fifteen (15) to twenty (20) Calendar Days, as designated by the **Professional** in writing. If a Submittal cannot be returned when it comes due, the **Professional** shall give appropriate notice to the **Contractor** of its return date. The **Contractor** shall revise, and correct Submittals returned for revision and resubmittal, and resubmit them to the **Professional** directing specific attention in writing to revisions other than the corrections called for by the **Professional** on previous submissions of the same Submittals.

6.5.2. No review or approval of Submittals shall relieve the **Contractor** of responsibility for the following: (a) variation from the requirements of the Contract Documents, unless the **Contractor** has called attention to each variation, as provided in paragraph 6.1.5, and the **Professional** has given written approval of that variation by a specific notation within or attached to the returned Submittal, (b) compliance with the "or equal" and substitution requirements of paragraph 5.2, (c) errors or omissions in the Submittal, or (d) compliance with the requirements of this Article.

6.5.3. Unless the **Professional** determines that additional resubmissions are reasonable under the circumstances, all costs incurred by the **Owner** made necessary by the **Professional's** review of a Submittal after the first resubmission of that Submittal shall be reimbursed by the **Contractor** to the **Owner**.

6.5.4. All time consumed by the resubmissions and rereviews of a particular Submittal shall constitute time required to furnish that Submittal or shall represent Delays not justifying any increase in Contract Time or Contract Price, or both.

ARTICLE 7 LEGAL REQUIREMENTS; INSURANCE

7.1 Laws; Permits (Which Include Approvals and Licenses):

7.1.1. The **Contractor** shall comply with and shall require all Subcontractors and Suppliers to comply with, all applicable Laws. The **Contractor** shall insure that everyone employed on the Work discharge their responsibilities consistent with all Laws.

*7.1.2. The **Contractor** shall secure from the State Department of Labor and Economic Growth and from all Political Subdivisions with jurisdiction, all construction permits necessary for the commencement, prosecution, and completion of the Work before starting any Work at the site. All fees for securing the permits shall be paid by the **Contractor**, including all inspection costs which may be legally assessed by the Bureau of Construction Codes according to authority granted under 1972 PA 230, as amended, MCL 125.1501 et seq. The time incurred by the **Contractor** in obtaining construction permits shall constitute time required to complete the Work and shall not justify any increases in Contract Time or Contract Price, except to the extent any related Delay is attributable to the fault of the Drawings or Specifications or to revisions to the Drawings and/or Specifications required by the Political Subdivision with jurisdiction.

7.1.3. Unless expressly required by any Laws or permits, neither the **Owner** nor **Professional** shall be responsible for monitoring the **Contractor's** compliance with any Law, the State Construction Code, or any permits. The **Contractor** is not responsible to make certain that the Contract Documents comply with applicable Laws and the State Construction Code; however, if the **Contractor** believes the Contract Documents deviate from the requirements of any Law, the State Construction Code or any permit, the **Contractor** shall give the **Professional** prompt written notice. If the **Contractor** provides any Work knowing or having reason to know such Work conflicts with any Laws, or the State Construction Code or any permits, the **Contractor** shall be responsible for that performance. The **Contractor** shall be proportionately responsible for the time required and the costs involved in complying with the obligations stated in this paragraph.

*7.1.4. All Work shall be provided in accordance with the State Construction Code and the requirements of paragraph 1.2.4. If the **Contractor** observes that any Contract Document is at variance with any Laws or the State Construction Code in any respect, the **Contractor** shall promptly notify the **Professional** in writing, and any necessary changes shall be accomplished by an appropriate Change Order. The **Contractor** shall pay all charges of Public Utilities for connections to the Work, unless otherwise provided by Cash Allowances specific to those connections.

*7.1.5. In accordance with the Michigan State Construction Code Act, 1972 PA 230, as amended, MCL 125.1501 et seq., the State Department of Labor and Economic Growth, Construction Code Commission has adopted and filed with the Secretary of State the following Construction Code Reference Standards: (a) Michigan Building Code; (b) Michigan Plumbing Code; (c) National Electric Code; (d) Michigan Mechanical Code; (e) State Elevator Code; (f) State Boiler Code; and (g) State Barrier Free Design Rules.

7.2 Sales and Use Tax and Other Similar Taxes, including Tariffs:

7.2.1. The **Contractor** shall be responsible for and pay all sales and use taxes and any other similar taxes covering the Work. The **Owner** shall make a corresponding adjustment in Contract Price for any increase or decrease in sales, use and other similar taxes (excluding payroll taxes) that are currently imposed by legislative enactment and as administered by the Michigan Department of Treasury, Revenue Division covering the Work that are enacted after the date of Bid opening.

7.2.2. The Contractor is solely responsible for all costs, fees, charges, and liabilities arising from or related to Tariffs for any goods, products, or materials incorporated into the Work. The Owner will not adjust the Contract prices for any increase in federal taxes or Tariffs covering the Work that are enacted after the date of Bid opening.

7.3 Safety and Protection:

7.3.1. The **Contractor** shall comply with and shall require all Subcontractors and Suppliers to comply with, all Laws governing the safety and protection of persons or property, including, but not limited to the Michigan Occupational Safety and Health Act (1974 PA 154, as amended, MCL 408.1001 et seq.) and all rules promulgated under the Act. The **Contractor** shall be responsible for all fines and penalties imposed for any related violation(s) of federal and State health and safety requirements. The **Contractor's** safety representative at the site shall be the superintendent required by the provisions of paragraph 4.2.2, unless otherwise designated in writing by the **Contractor**.

7.3.2. The **Contractor** shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs. The **Contractor** shall take all necessary precautions for the safety of, and shall erect and maintain all necessary safeguards and provide the necessary protection to prevent damage, injury or loss to: (a) all employees on the Work and other persons who may be affected by the Work, (b) all the Work and materials and equipment to be incorporated into the Work, whether stored on or off the site, and (c) other property at or adjacent to the site, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Utilities not designated for removal, relocation or replacement. In the event of severe weather, the **Contractor** shall immediately inspect the Work and the site and take all reasonably necessary actions and precautions to protect the Work and ensure that public access and safety are maintained.

7.3.2.1. All damage, injury or loss to the Work, materials and equipment and such other property caused, directly or indirectly, in whole or in part, by the **Contractor** shall be remedied by the **Contractor**, except to the extent due to fault of the Drawings or Specifications or to act or omission of the **Owner** or **Professional**, and not due to, directly or indirectly, in whole or in part, to the fault or negligence of the **Contractor** or any Subcontractor or Supplier.

7.3.2.2. The **Contractor** shall notify owners of adjacent property and Underground Utilities when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

7.3.2.3. Except as the division of responsibilities for safety may be otherwise delineated in writing between the **Owner** and **Contractor** in a Substantial Completion certificate, the **Contractor** duties and responsibilities for safety and protection shall continue until such time as the **Professional** is satisfied that the Work, or Work inspected, is completed and ready for final payment.

7.3.3. Use of Explosives – The **Contractor** shall comply with all federal, state, and local Laws governing the use of explosives, obtain and pay for any required permits before their use and furnish a copy of the permits to the **Professional** before using explosives. The **Contractor** shall, under the supervision of competent and suitably trained and qualified personnel, exercise the utmost care not to endanger life or damage property in the transportation, storage, handling, use and disposal of explosives, and in the use of Means and Methods. The **Contractor** shall be responsible for all injury, damage and adverse impacts outside the permit area resulting from the use of explosives (including an appropriate portion of the Delay and costs resulting from such injury, damage, and impacts).

7.4 Bonds and Insurance – General Requirements:

7.4.1. Both the Section 00610 Performance Bond and Section 00620 Payment Bond shall remain in full force and effect from the date of Contract Award until final completion of the Work or the end of the Correction Period, whichever comes later. The **Contractor** shall furnish any other bonds (e.g., manufacturer performance Bond or maintenance Bond) required by Section 00800 Supplementary Conditions or the technical Specifications.

7.4.2. The **Contractor** shall purchase and maintain insurance providing the coverages and limits designated in this Article. Insurance shall be provided by insurers authorized to do business as insurer in the State, as evidenced by a Certificate of Authority issued by the Department of Consumer and Industry Services – Insurance Bureau. Also, and unless otherwise authorized in writing by the **Owner**, insurers shall have an "A-" A.M. Best Company Rating and a Class VII or better financial size category as shown in the most current A.M. Best Company ratings. The **Contractor** shall not start to perform and furnish the Work, or continue with any part of the Work, unless the **Contractor** has in full force and effect all the required insurance.

7.4.3. Insurance policies shall contain a provision or endorsement stating that coverage will not be canceled or materially changed, or renewal refused unless at least thirty (30) Calendar Days prior written notice has been personally delivered or sent by registered mailed to the **Owner** and **Contractor**. Any coverage nearing expiration during the period in which it is to remain in full force and effect shall be renewed before its expiration, and an acceptable certificate of insurance shall be filed with the **Owner** at least thirty (30) Calendar Days before it expires.

7.4.4. If any of the **Contractor's** sureties or insurers is declared bankrupt or placed into receivership, ceases to meet the requirements of the Contract Documents or its authority to do business in the State is revoked or expires, the **Contractor** shall immediately substitute other Bonds/sureties or insurers/policies, which shall meet the requirements of the Contract Documents.

7.5 The Contractor's Liability Insurance:

7.5.1. The **Contractor** shall maintain Workers' Compensation and Employer's Liability, Commercial General Liability, Commercial Automobile Liability, Excess Liability, and such other insurance as may be designated in Section 00800 Supplementary Conditions or as is appropriate for the Work. The **Contractor's** liability insurance shall provide protection from claims which may arise out of or result from the **Contractor's** performance and furnishing of the Work and the **Contractor's** other obligations under the Contract Documents, whether performed or furnished by the **Contractor**, any Subcontractor, any Supplier, or anyone for whose acts any of them may be liable.

7.5.2. Liability Insurance shall be endorsed to list as additional insureds the **State of Michigan** (Owner), its departments, divisions, agencies, offices, commissions, officers, employees and agents, the **Owner's** consultants, and agents, the **Professional**, and the **Professional's** consultants and agents, including their respective subsidiaries and affiliates and their respective directors, officers, shareholders, agents, or employees. The **Contractor** shall use the current Insurance Services Office (ISO) Form CG 20 09 for general liability insurance or equivalent, ISO Form CA 20 01 for automobile liability insurance or equivalent, and manuscript form for excess liability insurance. The insurance afforded to the additional insureds shall be primary, and neither the coverages nor limits under the **Contractor's** policies shall be reduced or prorated by the existence of any other insurance applicable to any loss that the additional insureds may have sustained. Workers' Compensation, Employer's Liability Insurance and all other liability insurance policies shall be endorsed to include a waiver of rights to recover from the **Owner, Professional** and the other additional insureds.

7.5.3. The **Contractor's** liability insurance shall remain in effect through the Correction Period and through any special correction periods that are implemented pursuant to the requirements of paragraph 9.5.3. Liability insurance issued on a claims-made basis and completed operations insurance shall be maintained for two (2) years after final payment, and evidence of coverage shall be furnished to the **Owner** yearly.

7.5.4. For any employee, resident of and hired in Michigan, the **Contractor** shall have insurance for benefits payable under Michigan's Workers' Compensation Law. For any other employee protected by Worker's Compensation Laws of any other state, the **Contractor** shall have insurance or participate in a mandatory state fund, where applicable, to cover the benefits payable to any such employee.

7.5.5. Commercial General Liability Insurance shall be equivalent to that provided by the current edition of standard ISO Form CG 00 01, and shall include contractual liability and underground, explosion and collapse hazard exposure operations and pile driving operations (if risk is present).

7.5.6. Commercial Automobile Liability Insurance coverage shall be equivalent to that provided by the current edition of the ISO Form CA 00 01 and include Michigan statutory requirements.

7.5.7. Excess Liability Insurance shall provide the following protections: employer's liability, general liability, and automobile liability. Excess Liability Insurance shall be at least as broad as the underlying policies of liability insurance.

7.5.8. Coverage Limits - Workers' Compensation and Employer's Liability Insurance shall conform to statutory limits under Michigan Law. Commercial General Liability limits shall be $2,000,000.00 each occurrence, $2,000,000.00 general aggregate, $2,000,000.00 products and completed operations aggregate, and $2,000,000.00 personal and advertising injury.

Commercial Automobile Liability limits shall be $2,000,000.00 combined single limit. Excess Liability limits shall be $2,000,000.00 each occurrence and aggregate, if the Contract Price is less than $10,000,000.00, and $5,000,000.00 each occurrence and aggregate, otherwise. Deductible amounts shall not exceed $25,000.00.

7.5.9. The **Contractor** shall promptly notify the **Owner** in writing of (a) any reduction in coverage limits over $100,000.00 resulting from Work under the Contract Documents or otherwise, and (b) any claim notice involving the Work. Notification of a claim shall provide full details and an estimate of the amount of loss or liability. If it turns out that the aggregate limits have been impaired to the extent that they are no longer adequate for the Work, the **Contractor** shall promptly reinstate the coverage limits and submit to the **Owner** certificates of insurance confirming that coverage has been reinstated to the specified limits.

7.5.10. These requirements shall not be construed to limit the liability of the **Contractor** or its insurers. The **Owner** does not represent that the specified coverages or limits of insurance are sufficient to protect the **Contractor's** interests or liabilities.

7.7 Property Insurance (Builder's All Risk Insurance)

*7.7.1. Unless indicated otherwise in the bid document, the Contractor must purchase and maintain property insurance for 100% of the replacement cost value of the insurable Work (minimum amount to be the contract award amount) while in the course of construction, including foundations, additions, attachments, and all fixtures, machinery and equipment belonging to and constituting a permanent part of the building structures. The property insurance must cover temporary structures, materials and supplies to be used in completing the Work, whether stored offsite, in-transit, or on the building site premises. The property insurance insures the interests of the Owner, Contractor and all Subcontractors and Suppliers at any tier as their interest may appear and name the Owner as Loss Payee. The property insurance insures against "all risk" of physical loss or damage to the extent usually provided in policy forms of insurers authorized to transact this insurance in Michigan. A copy of the master insurance policy must be available for review by the State, upon request. The deductible amount and the payment of any deductible is the responsibility of the **Contractor**.

*7.7.2. A certificate or other proof of coverage shall be provided prior to final contract execution by the State. A copy of the master insurance policy will be made available to the **Owner** upon request.

7.7.3. The **Contractor** and **Owner** will cooperate in determining the actual cash replacement value of any insured loss. Any deductible amount shall be assumed or shared by the **Contractor** and Subcontractors, at any tier, in accordance with any agreement the parties in interest may reach.

7.7.4. The **Owner** may purchase and maintain for its benefit boiler and machinery insurance for boiler and machinery required to be registered and inspected by Law.

7.8 Waiver of Rights:

7.8.1. To the extent any losses and damages caused by any of the perils covered by property insurance covering the Work (whether under paragraph 7.7 or otherwise) are covered and payments are made, the **Owner** and **Contractor** waive all rights against each other for any such losses and damages and also waive all such rights against the **Professional** and all other Persons named as insureds or additional insureds in such policies. Each Sub agreement shall contain similar waiver provisions by the Subcontractor or Supplier in favor of the **Owner**, **Professional**, and all other Persons named as insureds or additional insureds. None of these waivers shall extend to the rights that any of the insureds may have to the proceeds of insurance held by the **Owner** as trustee or otherwise payable under a policy so issued.

7.8.2. The **Owner** and **Contractor** intend that the required policies of property insurance shall protect all the parties insured and provide primary coverage for all losses and damages caused by the perils covered. Accordingly, all such policies shall be endorsed to provide that in the event of payment of any loss or damage the insurer will have no rights of subrogation or other recovery against any of the parties named as insureds or additional insureds, and if the insurers require separate waiver forms to be signed by the **Professional** or the **Owner's** and **Professional's** consultants, the **Owner** will obtain such waiver forms, and if required of any Subcontractor or Supplier, the **Contractor** will obtain such waiver forms as well.

7.9 Receipt and Application of Proceeds:

7.9.1. Any insured loss under the policies of property insurance will be adjusted with the **Owner** and will be made payable to the **Owner** as trustee for the insureds, as their interests may appear, subject to the conditions of paragraph 7.9.2. The **Owner** shall deposit, in a separate account, and shall distribute monies received based on any agreement the parties in interest may reach. If no other distribution agreement is reached, the damaged Work shall be replaced or repaired, the monies received shall be used for that purpose and the Work Involved and resulting costs shall be covered by Change Order.

7.9.2. The **Owner**, as trustee, shall have power to adjust and settle any loss with the insurers unless a party in interest objects in writing within fifteen (15) Calendar Days after the occurrence of loss to the **Owner's** exercise of this power. If an objection is made, the **Owner** as trustee shall settle with the insurers pursuant to any agreement the parties in interest may reach.

***7.10 Unfair Labor Practice:**

*7.10.1. The **Owner**, pursuant to 1980 PA 278, as amended by MCL 423.321(b), may void and rescind the Contract if, at any time, the **Contractor** or any Subcontractor or Supplier appears on the register maintained by the Michigan Department of Consumer and Industry Services of employers who have been found in contempt of court by a Federal Court of Appeals on not less than three occasions involving different violations during the preceding seven (7) years for failure to correct unfair labor practices as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 U.S.C. 158.

***7.11 Michigan Right-To-Know Law:**

*7.11.1. The **Contractor** shall comply with Section 14a-14n of the Michigan Occupational Safety and Health Act (MIOSHA), 1974 PA 154, as amended, MCL 408.1014a – MCL 408.1014n, commonly referred to as the "Michigan Right-to-Know Law" and the rules promulgated under the Act. The Act places certain requirements on employers to develop a communication program designed to safeguard the handling of hazardous chemicals through labeling of chemical containers and development and availability of Safety Data Sheets (SDS), and to provide training for employees who work with these chemicals and develop a written hazard communications program.

*7.11.2. Provisions of the Michigan Right-to-Know Law may be found in those sections of the Michigan Occupational Safety and Health Act (MIOSHA), which contain Right-to-Know provisions, and the Federal Hazard Community Standard, which is part of the MIOSHA Right-to-Know Law through adoption. The Act, rules and standards should be reviewed for additional requirements.

*7.11.3. The Michigan Right-to-Know Law also provides for specific employee rights, including the right to be notified of the location of SDS and to be notified at the site of new or revised SDS within five (5) Business Days after receipt and to request SDS copies from their employers. The **Contractor**, employer or Subcontractor shall post and update these notices at the site.

***7.12 Nondiscrimination:**

*7.12.1. The **Contractor** and each Subcontractor and Supplier covenants to comply with the following requirements:

*7.12.1.1. Not to discriminate against any employee or employment applicant because of race, religion, color, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position.

*7.12.1.2. To take action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Such action shall include, but is not limited to employment upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

*7.12.1.3. To state, in all solicitations or advertisements for employees, that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position.

*7.12.1.4. To send, or have its collective bargaining representative send, each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising that labor union or worker's representative of commitments under this provision.

*7.12.1.5. To comply with the Elliot-Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2201 et seq.; the Michigan Persons With Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq.; *Executive Directive 2019-09*; and all published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect on or before the date of Bid opening.

*7.12.1.6. A breach of the covenants set forth in paragraphs 7.12.1.1 through 7.12.1.5 shall be regarded as a material breach of the Contract.

*7.12.2. The **Contractor** shall furnish and file compliance reports within the times, and using the forms, prescribed by the Michigan Civil Rights Commission. Compliance report forms may also elicit information as to the practices, policies, programs, and employment statistics of the **Contractor** and Subcontractors. The **Contractor** shall permit access to Records by the Michigan Civil Rights Commission and its agent for the purposes of ascertaining compliance with the Contract Documents and with rules, regulations, and orders of the Michigan Civil Rights Commission.

*7.12.3. If, after a hearing held pursuant to its rules, the Michigan Civil Rights Commission finds that the **Contractor** has not complied with the nondiscrimination requirements of the Contract Documents, the Michigan Civil Rights Commission may, as part of its order, certify said findings to the **Board**. Upon receipt of certification, the **Board** may order the cancellation of the Contract and/or declare the **Contractor** ineligible for future contracts with the State, until the **Contractor** complies with said order of the Michigan Civil Rights Commission.

***7.13 Michigan Residency for Employees:**

*7.13.1. Fifty percent (50%) of the persons employed on the Work by the **Contractor** shall have been residents of the State of Michigan for not less than one year before beginning employment on the Work. This residency requirement may be reduced or omitted in writing, at the sole discretion of the **Owner**, to the extent that Michigan residents are not available or to the extent necessary to comply with federal Law concerning federal funds used for the Project. A breach of this requirement shall be considered a material breach of the Contract.

*7.13.2. This residency requirement shall not apply to the **Contractor** or to any Subcontractor if the **Contractor** or any such Subcontractor is signatory to collective bargaining agreements which allow for the portability of employees on an interstate basis (The Management and Budget Act, 1984 PA 431, as amended, MCL 18.1241a).

***7.14 Prevailing Wages:**

*7.14.1. To the extent applicable, Contractor will comply with federal and state prevailing wage requirements. The wage and classification schedules applicable for this project/location are included in Appendix III.

*7.14.2. Federal Prevailing Wages - If a project is funded in whole or in part by federal dollars, the Contractor and all Subcontractors must comply with the most recent version of Federal Provisions Addendum and all Laws pertaining to occupational classifications and prevailing wage requirements as follows:

1. FEDERAL PROVISIONS ADDENDUM

    a. The most current version of Federal Provisions Addendum shall apply to this contract and is included in Appendix III.

2. DAVIS BACON ACT WAGE AND CLASSIFICATIONS

a. If applicable, the Contractor (and its Subcontractors) for prime construction contracts in excess of $2,000 must comply with the Davis-Bacon Act (40 USC 3141-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

b. The Contractor (and its Subcontractors) shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the Contractor or subcontractor and the laborers and mechanics.

c. The Contractor will post the scale of wages to be paid in a prominent and easily accessible place at the site of the work.

d. There may be withheld from the Contractor so much of accrued payments as the contracting officer considers necessary to pay to laborers and mechanics employed by the Contractor or any Subcontractor on the work the difference between the rates of wages required by the Contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the Contractor or Subcontractors or their agents.

e. The Contractor shall maintain payrolls and basic records relating thereto for a period of three (3) years after the project; contractor shall submit Certified Payroll Reports using US Department of Labor Wage and Hour Division Form WH-347 for each weekly payroll to support and document compliance with the Davis Bacon Wage rates.

f. Davis Bacon wage and classification schedules applicable for this project/location are included in Appendix III.

7.14.3. State Prevailing Wages - The following provisions apply when 2023 PA 10, as amended, MCL 408.1101 et seq. applies.

7.14.3.1. Prevailing Wage and Fringe Benefits--The rates of wages and fringe benefits to be paid to each class of Construction Mechanic by Contractor and Subcontractors must not be less than the wage and fringe benefit rates prevailing in the locality in which the work is performed.

7.14.3.2 Nondiscrimination, Nonretaliation- Contractor or a Subcontractor shall not discharge, discipline, retaliate against, or otherwise discriminate against a Construction Mechanic, or threaten to do any of these things, because the Construction Mechanic reported or was about to report a violation or suspected violation of the act.

7.14.3.3. Construction Mechanics under this Contract are intended beneficiaries of the contractual prevailing wage, fringe benefit, and nondiscrimination nonretaliation requirements of the Contract. Any such Construction Mechanic aggrieved by failure of a contractor or subcontractor to pay prevailing wages or benefits as specified in the Contract, or by violation of section 7 of 2023 PA 10, in addition to any other remedies provided by law, may bring an action in a court of competent jurisdiction against such contractor or subcontractor for damages or injunctive relief and may be awarded reinstatement or other appropriate relief, and all damages sustained, together with actual costs and attorney fees at trial and on appeal.

7.14.3.4. Contractor and Subcontractors shall keep posted on the construction site, in a conspicuous place, a copy of all prevailing wage and fringe benefit rates prescribed in this Contract and shall keep an accurate record showing the name and occupation of and the actual wages and benefits paid to each Construction Mechanic employed by it in connection with the Contract. This record shall be available for reasonable inspection by the State.

7.14.3.5 **Contractor** must immediately notify the **Owner** if **Contractor's** state project registration or a **Subcontractor's** state project registration is no longer valid (i.e. suspended, revoked or not renewed) at any time during the term of the Contract.

7.14.3.6. Contractor is to submit certified payrolls, including contractor and subcontractor, not later than 10-days after the end of a pay period to the Department of Labor and Economic Opportunity database via the internet through the Online Certified Payroll Submission process the Contractor signed up for to receive their State Project Registration, 2023 PA 10 as amended, MCL 408.1122. State certified payroll is not to be submitted to DTMB at any time.

7.15 Asbestos Abatement:

7.15.1 For projects requiring Asbestos Abatement, the Contractor must comply with PA 59 of 2024, MCL 338.3371 et seq. as applicable and with APPENDIX II – ASBESTOS ABATEMENT PROJECT PROCEDURES as part of and in conjunction with all other contract requirements.

8.1 Starting the Work:

8.1.1. Within fifteen (15) Calendar Days after the **Owner** executes the Section 00500 Agreement, a pre-construction conference will be held. The conference will be intended, without limitation, to (a) review the **Contractor's** Schedule of Shop Drawing submissions; (b) review the qualifications of key **Contractor** personnel; (c) review the **Contractor's** proposed normal working hours and plans for laydown, staging, construction traffic, access to the site, parking and other similar matters; (d) review procedures for Submittals, clarifications and interpretations (including reasonable times for response turnaround), Change Orders, Change Authorizations and Record Documents; and (e) exchange twenty-four (24) hour emergency telephone numbers for key personnel.

8.1.2. The **Contractor** shall start the Work on the Date of Commencement of the Contract Time. No Work shall be started at the site before such is allowed by the Contract Documents.

8.2 Revision 0 (Rev. 0) Schedule and Cost Submittals:

8.2.1. The **Contractor** shall deliver the interim Rev. 0 Progress Schedule, Schedule of Shop Drawing submissions and Rev. 0 Progress Schedule as required in the Contract Documents. The **Contractor** shall correct and adjust any Rev. 0 Submittal returned for revision. The finalized Revision 0 *As-Planned* Schedule shall be the Progress Schedule from which Revision Schedules shall be developed and used by the **Contractor** when making proposals or claims for adjustments in Contract Time and/or Contract Price.

8.3 Compliance with Contract Time Requirements:

8.3.1. The **Contractor** shall prosecute the Work with the diligence necessary to ensure its completion within the Contract Times. The **Contractor** shall provide sufficient management, supervision, labor, materials and equipment, and the **Contractor** shall undertake appropriate action promptly to recover schedule when necessary to comply with the Contract Times.

8.3.2. Unless disallowed by any Law or modified in another Section of the Specifications, a daily schedule from 06:00 AM to 06:00 PM, during Business Days, shall be normal working hours. Except in an Emergency, or as may be required by the **Contractor's** safety and protection obligations, or as the **Owner** and **Contractor** may otherwise agree, all Work at the site shall take place during normal working hours. The **Contractor** shall provide written notice to the **Owner** at least twenty-four (24) hours and up to seventy-two (72) hours if so, noted for projects specific requirements such as Correctional Facilities, before performing Work outside of normal working hours.

8.3.3. Unless otherwise agreed in writing by the **Owner**, for any Work actually performed outside of normal working hours, the **Contractor** shall reimburse the **Owner** any related increases in costs the **Owner** incurs, provided those costs are costs which the **Contractor** could reasonably have foreseen, and which are not offset through the earlier completion of the Work resulting from working outside of normal working hours. Examples of **Owner** costs include, but are not limited to, overtime charges of the **Professional** and payments for custodial and security personnel.

8.3.4. Early Dates in the Progress Schedule shall be based on proceeding with all or part of the Work exactly on the date when the corresponding Contract Time commences to run. Late Dates shall be based on completing all or part of the Work exactly on the corresponding Contract Time, regardless of whether the **Contractor** anticipates early completion or not. If sequences of Work are indicated in or required by the Contract Documents, the Progress Schedule shall show in sufficient detail the **Contractor's** approach to conforming with those sequences.

8.3.5. The Progress Schedule shall reflect the **Contractor's** approach to Work remaining, be employed when reporting on progress or schedule recovery and facilitate the evaluation of Requests for Payment, as provided in the Contract Documents.

8.3.6. The **Contractor** shall carry on the Work with due diligence during all disputes or disagreements with the **Owner.** No Work shall be delayed or postponed pending resolution of any disputes or disagreements. The **Contractor** shall exercise reasonable precautions, efforts, and measures to avoid or mitigate situations that would cause Delays.

8.4 Substantial Completion:

8.4.1. The **Contractor** shall conduct inspections of the Work to verify the extent of completion. The **Contractor** shall provide to the **Owner** a list of items to be completed or corrected resulting from the inspections whenever the **Contractor,** upon completing all pre-requisite testing of the Work, considers that the Work, or any portion of the Work designated in the Contract Documents as having a separate, specified Substantial Completion, has progressed to the point that it is substantially complete.

8.4.2. Within a reasonable time after receiving the **Contractor's** list of items to be completed or corrected, the **Owner**, **Professional** and **Contractor** shall jointly conduct a Substantial Completion inspection. If, after consulting with the **Owner**, the **Professional** does not consider the Work, or portion of the Work inspected, substantially complete, the **Professional**, within twenty (20) Calendar Days after the inspection, will deliver to the **Owner** and **Contractor** a list of incomplete or Defective Work sufficient to demonstrate the basis for that determination.

8.4.3. If the **Professional** and **Owner** agree that the entire Work, or that the portion of the Work inspected, is substantially complete, the **Professional** will deliver to the **Owner** and **Contractor** a certificate of Substantial Completion with a Punch List.

The certificate shall (a) fix a reasonable date of Substantial Completion, (b) fix a date for completion of the Punch List to the satisfaction of the **Professional**, and (c) recommend the division of responsibilities between the **Owner** and **Contractor**. Neither the Work, nor any portion of the Work inspected, shall be substantially complete, unless the **Owner** can use the Work, or designated portion of the Work inspected, for the use intended.

8.4.4. Upon Substantial Completion of the Work, or designated part of the Work on which separate Substantial Completion and Contract Price are specified, payment may be made in full subject to (a) a withholding of two hundred percent (200%) of the value of any uncompleted Work, as determined by the **Professional**, and (b) any other deductions as the **Professional** may recommend or the **Owner** may withhold to cover Defective Work, liquidated damages and the fair value of any other items entitling the **Owner** to a withholding.

8.4.5. To the extent **Owner** training is required before Substantial Completion, the **Contractor** will provide the **Owner** copies of all related operating and maintenance (O&M) documentation before the start of training. Where **Owner** training for a portion of the Work is not required before Substantial Completion, the related O&M documentation will be provided no later than Substantial Completion. Final O&M documentation (with revisions made after Substantial Completion), will be furnished by the **Contractor** to the **Owner** before the request for final payment.

8.5 Partial Use:

8.5.1. Before Substantial Completion of the entire Work, the **Owner** may, at its sole option, use any portion of the Work for which a separate Substantial Completion has been specified in the Contract Documents. Before Substantial Completion of the entire Work, the **Owner** may, at its sole option, use any portion of the Work considered by the **Owner**, **Professional** and **Contractor** to be separately functioning Work that can be used without significant interference with the **Contractor's** completion of the balance of the Work, even though a Substantial Completion for such Work is not specified in the Contract Documents.

8.5.2. If the **Owner** decides to use any portion of the Work, it shall inform the **Contractor** in writing. Unless such portion of the Work has undergone a Substantial Completion inspection under paragraph 8.4.2, within a reasonable time after receipt of the notice, the **Owner**, **Contractor** and **Professional** shall jointly make an inspection to determine the extent of completion. If the portion of the Work inspected is substantially complete, the provisions of paragraph 8.4.3 shall be followed by the **Owner**, **Professional** and **Contractor**. If the portion of the Work inspected is not substantially complete, the **Professional** will prepare a list of items remaining to be completed or corrected before that portion of the Work is considered substantially complete. Upon completing the list, the **Professional** will deliver the prepared list of items to the **Owner** and **Contractor**.

8.5.3. There shall be attached to the list a written recommendation about the division of responsibilities between the **Owner** and **Contractor** for those matters enumerated in paragraph 8.6.1 with respect to that portion of the Work, pending Substantial Completion of that portion of the Work and the entire Work. During Partial Use, and before Substantial Completion of the portion of the Work under Partial Use, the **Owner** shall allow the **Contractor** reasonable access to complete or correct listed items and to complete other Work. The **Owner** will not start any Partial Use unless the property insurer, by endorsement or like acceptable procedure, has acknowledged receipt of notice of and consent to Partial Use.

8.6 Division of Responsibilities:

8.6.1. A certificate of Substantial Completion will include the **Professional's** recommendation about the division of responsibilities between the **Owner** and **Contractor** for utilities, security, safety, insurance, maintenance, etc. The **Owner** and **Contractor** will accept the division of responsibilities recommended by the **Professional** or shall negotiate a mutually agreeable split of responsibilities, which shall bind the **Owner** and **Contractor** when the **Owner** starts Partial Use.

8.7 Suspension of Work:

8.7.1. Suspension of Work Order – The **Owner** may, at any time, order the **Contractor** in writing to defer, stop, slow down, suspend or interrupt all or any part of the Work for such period as the **Owner** may determine appropriate for its convenience. If any such written order Delays performance for an unreasonable period, the **Owner** will amend the Contract Documents to provide for a corresponding adjustment in Contract Time and/or Contract Price (excluding Fee under paragraph 11.11).

8.7.2. Constructive Suspension of Work – If performance of all or any part of the Work is, for an unreasonable period, deferred, stopped, slowed down, suspended or interrupted by any other act or failure to act of the **Owner** or **Professional**, or act or event attributable to the **Owner** under the Contract Documents, the **Owner** will negotiate with the **Contractor** or authorize an adjustment in Contract Time and/or Contract Price (excluding Fee under paragraph 11.11.1) for any increase in the time required to complete the Work and/or the **Contractor's** cost of performance.

8.7.3. Suspension of Work Limitation – No adjustment in Contract Price under paragraphs 8.7.1 or 8.7.2 shall be made to the extent performance is delayed by any other cause, including any act or omission within the control of the **Contractor**. Further, no suspension of

Work shall justify an increase in Contract Price or Contract Time unless the resulting Delay exceeds the time allowed in the Contract Documents for the act or failure to act.

8.7.4. If the **Contractor** believes a suspension of Work justifies an increase in Contract Price or Contract Time, the **Contractor** shall give prompt written notice to the **Owner** and submit a written proposal promptly after the extent of the Delay becomes known. However, no proposal or claim by the **Contractor** on account of a suspension of Work shall be allowed (a) for any Delay or costs incurred more than thirty (30) Calendar Days before the **Contractor** gives written notice (except for written orders under paragraph 8.7.1), or (b) if made after final payment.

8.8 Sharing of Total Float On Non–Critical Paths:

8.8.1. The Progress Schedule shall be in the form of a Critical Path Schedule, Total Float on non-Critical Paths shall be available to the **Owner**, to the extent the **Owner's** use is reasonable given the Total Float remaining for the Work affected. If any such **Owner's** use of Total Float causes Delay which materially increases the **Contractor's** cost to complete the Work affected, and the **Contractor** notifies the **Owner** in writing and proceeds to support the assertion to the **Owner's** satisfaction, the **Owner** will correspondingly adjust Contract Price for any such material changes in the **Contractor's** cost to complete the Work.

8.8.2. The amount of Total Float available in the Progress Schedule shall not be artificially reduced by suppressing Total Float merely for the sake of voiding Total Float. Total Float hidden through the use of such techniques as preferential sequencing; slow or late starts of follow-on trades; restraining a Contract Time by Work actually required for a later Contract Time; the use of small crews, extended durations, imposed dates; and so forth, shall be Total Float otherwise available for sharing with the **Owner** under the provisions of paragraph 8.8.1.

ARTICLE 9 WARRANTY; TESTS, INSPECTIONS AND APPROVALS; CORRECTION OF WORK

9.1 Warranty:

9.1.1. The **Contractor** warrants to the **Owner** that all Work will conform to the Contract Documents and will not be Defective. Reasonably prompt notice of Defective Work of which the **Owner** or **Professional** has actual knowledge shall be given to the **Contractor**, but failure to do so will not void the **Contractor's** warranty unless actual prejudice results from such untimely notice. The **Contractor's** warranty excludes defect or damage caused by (a) abuse, modification by others, insufficient or improper operation or maintenance, or (b) normal wear and tear under normal usage.

9.1.2. Manufacturer warranties for materials and equipment received by the **Contractor** shall be assigned and promptly delivered to the **Owner**. Manufacturer warranties shall be in full force and effect for the entire duration of the Correction Period.

9.2 Tests, Inspections and Approvals:

9.2.1. The **Owner**, **Professional**, their representatives and consultants, testing agencies and those State agencies and Political Subdivisions with jurisdiction shall be permitted access to the Work at reasonable times while the Work is in progress for On-Site Inspection and/or inspection, testing or approval. The **Contractor** shall provide proper and safe conditions for such access. The **Contractor** shall give the **Professional** timely notice whenever any Work is ready for inspections, tests, or approvals, so that the **Professional** may observe such inspections, tests, or approvals. Tests, inspections, or approvals shall not in any way relieve the **Contractor** from the **Contractor's** obligations to perform the Work in accordance with the Contract Documents or warrant the Work as provided in the Contract Documents.

9.2.2. Unless otherwise provided in Section 00800 Supplementary Conditions, the **Owner** will retain a testing agency, directly or through the **Professional**, to perform inspections, tests or approvals required by the Contract Documents except for those inspections, tests or approvals specifically designated to the Contractor in the Contract Documents. The **Owner** will pay the charges of the testing agency, except if related to tests, inspections or approvals required by Law or otherwise charged to the **Contractor** under the provisions of paragraph 9.2.4 or 9.3.

9.2.3. The **Contractor** shall assume full responsibility for any testing, inspection, or approval (a) required by Law, (b) indicated in or required by the Contract Documents as designated to the Contractor, or (c) required for the **Professional's** acceptance of a Supplier, materials or equipment or mix designs submitted for prior approval by the **Contractor**. The **Contractor** shall (a) pay all related costs, except costs assumed by the **Owner** under paragraph 9.2.2, (b) schedule related activities, and (c) secure and furnish to the **Professional** the required certificates of inspection, testing or approval.

9.2.4. The **Contractor** shall be responsible for any testing, inspection or approval that reveals Defective Work, including an appropriate portion of the Delay and costs occasioned by such discovery of Defective Work. Examples of such costs assumed by the **Contractor** include, but are not limited to, charges of the **Professional** for repeated On-Site Inspections and, to the extent designated in the pertinent Specification, repeat testing, inspection, or approval charges by testing agencies.

9.3 Uncovering Work:

9.3.1. Any Work covered without the **Professional's** prior written concurrence shall, when requested by the **Professional**, be uncovered, exposed, or otherwise made available for On-Site Inspection, testing, inspection, or approval as the **Professional** may require, and replaced, if necessary. This requirement applies to Work, which requires On-Site Inspection by the **Professional**, based on the Contract Documents or on specific On-Site Inspection procedures of which the **Professional** notifies the **Contractor** in advance. This requirement also applies to Work, which is to be inspected, tested, or approved by others. The **Contractor** shall be responsible for any such uncovering, exposure, On-Site Inspection, testing, inspection, and satisfactory reconstruction, including an appropriate portion of the Delay and costs, unless the **Contractor** gave the **Professiona**l timely written notice of the **Contractor's** intentions to cover such Work and the **Professional** failed to act with reasonable promptness in response to such written notice.

9.3.2. The **Contractor**, at the **Professional's** request, shall uncover, expose, or otherwise make available for On-Site Inspection, inspection, testing or approval any covered Work otherwise not required to be observed or inspected, tested, or approved before covering, if the **Professional** determines that such covered Work shall be on-site inspected by the **Professional** or inspected, tested, or approved by others. The **Contractor** shall be responsible for any such uncovering, exposure, On-Site Inspection, inspection, testing and satisfactory reconstruction, including an appropriate portion of the Delay costs, whenever any such uncovered Work is found to be Defective. If, however, any such Work uncovered at the **Professional's** request is not found Defective, the **Owner** will amend the Contract Documents to provide for a corresponding adjustment in Contract Price and/or Contract Time.

9.4 Correction of Work:

9.4.1. Before the Correction Period – If required by the **Professional**, the **Contractor** shall correct all Defective Work, whether fabricated, installed or completed or not. If any Work is rejected by the **Professional** or if any testing, inspection, or approval reveals Defective Work, the **Contractor** shall promptly, as direct, remove the Defective Work from the site and replace it with non-Defective Work. The **Contractor** shall bear responsibility for its proportionate share of the Delay and costs resulting from the correction and/or the removal and replacement of Defective Work.

9.4.1.1. If the **Contractor**, within reasonable time after receipt of written notice, (a) fails to correct Defective Work or remove and replace rejected Work, or (b) fails to correct or complete items on any Punch List, or (c) fails to perform Work in accordance with the Contract Documents, or (d) fails to comply with any other provision of the Contract Documents, the **Owner**, after seven (7) Calendar Days' written notice to the **Contractor**, may correct and remedy the deficiency. To the extent necessary to correct and remedy such deficiency, the **Owner** shall be allowed to exclude the **Contractor** from all or part of the site; take possession of all or part of the Work and stop related operations of the **Contractor**; take possession of the **Contractor's** tools, plant and office and construction equipment at the site; and incorporate into the Work materials and equipment for which the **Owner** has paid the **Contractor**. The **Contractor** shall allow the **Owner** and **Professional** access to the site as the **Owner** may require completing corrective and remedial action. The **Owner** shall be entitled to an appropriate decrease in Contract Price for all claims, costs, losses, damages, and Delay incurred or sustained by the **Owner** which are attributable to the **Contractor**. Costs assumed by the **Contractor** under this provision include, without limitation, costs of correction or removal and replacement of Defective Work, costs of repair and replacement of other work destroyed or damaged by the action and related charges of the **Professional**.

9.4.1.2. Instead of requiring correction or removal and replacement of any Defective Work, the **Owner**, with the advice of the **Professional**, may prefer to accept any Defective Work. In any such case, the **Contractor** shall bear its proportionate share of the Delay and costs associated with the **Owner's** determination to accept the Defective Work. If the **Owner's** acceptance of the Defective Work takes place before the **Professional's** recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents, and the Contract Price shall be adjusted accordingly.

9.4.2. Correction Period – The Contract Documents provide for one Correction Period for the entire Work, whether Partial Use of any portion of the Work is designated as eligible by the Contract Documents or not. The Correction Period shall start on the date of Substantial Completion of the Work, or on a later date, if so, provided in the Contract Documents. The Correction Period shall last one year, or longer, if so, specified in the Contract Documents.

9.4.3. Correction of Work During the Correction Period – The **Contractor** shall correct Defective Work or, if rejected by the **Owner**, remove from the site, and replace any Defective Work with non-Defective Work. The **Contractor's** corrective action shall be in accordance with the **Owner's** written instructions and shall be accomplished at the **Contractor's** sole expense. If the Defective Work causes an Emergency or unacceptable risk of loss or damage, the **Contractor** shall take immediate action to correct or remove and replace the Defective Work.

9.4.3.1. If the **Contractor** fails to take corrective action in accordance with the terms of any such **Owner** written instruction, the **Owner**, directly or through others under contract with the **Owner**, may correct or remove and replace the Defective Work.

In any such case, the **Contractor** shall bear its proportionate share of all resulting claims, costs, losses, and damages. If the **Owner** and the **Contractor** are unable to agree as to the amounts due by the **Contractor** to the **Owner** under the provisions of this paragraph, the **Owner** may deliver a claim, in accordance with the procedures and within the deadlines set forth in Article 15. If the discovery of the Defective Work takes place after final payment and the **Contractor** fails to pay the **Owner** any of the amounts due under the provisions of this paragraph, the **Owner** shall demand due performance under Section 00610 Performance Bond and Article 14 or deliver a claim, in accordance with the procedures and within the deadlines set forth in Article 15, or both.

9.4.4 After the Correction Period – Until the period of limitation provided by Michigan Law, the **Contractor** shall promptly correct Defective Work upon receipt of written notice from the **Owner**. If appropriate under the circumstances or, in the event of an Emergency or unacceptable risk of loss or damage, the **Owner**, directly or through others under contract with the **Owner**, may correct or remove and replace the Defective Work.

9.4.5. It is not the intent of paragraph 9.4 or paragraph 9.5 to establish a period of limitations for the **Contractor's** warranty or to limit the obligations of the **Contractor** to warrant that the Work will not be Defective. The specified correction of Work requirements relates only to the specific obligation of the **Contractor** to correct or remove and replace Defective Work. The specified correction of Work requirements has no limitation on the rights of the **Owner** to have Defective Work corrected or removed and replaced, if rejected, except as otherwise provided by Michigan Law.

9.5 Special Correction Period Requirements:

9.5.1. Whenever the **Owner** undertakes Partial Use of any portion of the Work specifically designated as eligible for Partial Use in the Contract Documents, the warranties for all materials and equipment incorporated into that portion of the Work shall remain in full force and effect between the start of such Partial Use and the date when the Correction Period starts. If no separate price for such special correction period was requested in Section 00300 Bid Form and made part of the Contract Documents, the **Owner** will appropriately adjust the Contract Price.

9.5.2. Whenever the **Owner** undertakes Partial Use of any portion of the Work because any act or omission within the control of the **Contractor** Delays completion of the Work, or any portion of the Work, within a designated Contract Time, the warranties for all materials and equipment incorporated into that portion of the Work shall, at no adjustment in Contract Price, be maintained in full force and effect between the beginning date of such Partial Use and the date when the Correction Period stars.

9.5.3. The correction period for any Defective Work that is corrected or rejected and replaced within the last three (3) months of the Correction Period shall be extended by an additional six (6) months, starting on the date such Work was made non-Defective.

9.5.4. The Contract Documents may require the Correction Period to start on a date later than the date of Substantial Completion of the entire Work. If such is the case, and the **Owner** advances or defers the start of the Correction Period, the **Contractor** shall maintain the warranties for materials and equipment until the revised starting date of the Correction Period. If no separate price for such advance or deferment was requested in Section 00300 Bid Form and made part of the Contract Documents, the **Owner** will amend the Contract Documents to appropriately adjust the Contract Price.

9.6 Special Maintenance Requirements:

9.6.1. If the Contract Documents specify that the entire Work, or a portion of the Work, upon reaching Substantial Completion, shall not be placed in use by the **Owner**, the **Contractor** shall maintain the Work, or specified part of the Work, in good order and proper working condition and shall take all other actions necessary for its protection between the certified date of Substantial Completion and the date when the Work, or designated part of the Work, is placed in use.

9.6.2. If no separate price for such special maintenance period was requested in Section 00300 Bid Form and made part of the Contract Documents, the **Owner** will amend the Contract Documents to appropriately increase the Contract Price.

ARTICLE 10 CHANGES

10.1 Changes in the Work:

10.1.1. Changes in the Work – The **Owner** is entitled to make changes within the general scope of the Work consisting of (a) additions, deletions or other revisions in the Specifications and Drawings, any Means and Methods or the **Owner**-furnished lands, equipment, materials, or services, or (b) directing acceleration of the Work. Changes in the Work may be accomplished through negotiated, *bilateral* Change Orders or *unilateral* Change Orders or result from any other properly authorized written order from the **Owner** or **Professional** which represents a constructive change.

10.1.1.1 Tariffs Not a Change. Changes in trade or customs laws or government action affecting Tariffs or other import-related federal assessments will not constitute a Change in the Work and will not entitle the Contractor to an adjustment of the Contract Price or Contract Time.

10.1.2. Negotiated Changes – The **Owner** may negotiate changes in the Work by directing the **Professional** to prepare a Bulletin in numerical sequence describing the change being considered. Upon receiving a Bulletin, the **Contractor** (with the appropriate Subcontractors) shall evaluate the described change and quote the Bulletin. In estimating adjustments in Contract Price and/or Contract Time, the **Contractor** shall follow the provisions, including the breakdown requirements, specified in Article 11.

10.1.3. Constructive Changes – Any written order (including instruction, interpretation, determination, authorization, or approval) from the **Owner** or **Professional** that causes a change in the Contract Documents shall constitute a change in the Work, provided the **Contractor**

or the **Owner** gives prompt, written notice of a change to the other (with copy to the **Professional**) stating the date, circumstances, and source of the change.

10.1.3.1. Upon receipt and evaluation of the written notice, if the **Owner** agrees, with the **Professional's** advice, that a change within the general scope of the Work has been ordered, the **Owner** shall, by Change Order or Change Authorization, correspondingly amend the Contract Documents. If the **Owner** finds that a change within the general scope of the Work has not been ordered, and the **Contractor** disagrees, the **Contractor** may deliver notice of a claim and a claim Submittal in accordance with the procedures and within the deadlines set forth in Article 15.

10.1.3.2. **No proposal or claim** by the **Contractor** on account of changes under paragraphs 3.2.1, 10.1.3 or any other matter for which Contractor asserts added cost or time **shall be allowed unless initiated by written notice** of such proposal or claim to the Professional and Owner **within 21 days after the occurrence of the event giving rise to such proposal or claim or within 21 days after the contractor first recognizes the condition giving rise to the proposal or claim**. A full and detailed breakdown of cost and time requested, with supporting documentation, if not provided with initial notice shall be delivered to Professional and Owner within 15 days of the notice, as noted in article 11.1.2, unless otherwise agreed in writing, by the Owner prior to expiration of such time.

10.1.4. Unilateral Changes – If, in negotiations, the **Owner** and **Contractor** are unable to agree on the adjustment in Contract Price or Contract Time corresponding to any change in the Work, the **Owner** may issue a *unilateral* Change Order. Upon receiving any such Change Order, the **Contractor** shall promptly proceed or continue with the Work Involved as required by the Change Order.

10.1.4.1. *Unilateral* Change Orders may adjust Contract Price and/or Contract Time, as the **Owner**, with the advice of the **Professional**, may determine appropriate. Contract Price may be adjusted on a *lump sum* basis or an *actual cost*, *not to exceed* basis. If the **Contractor** disagrees with the extent of the adjustments in Contract Price and/or Contract Time made by any such *unilateral* Change Order, the **Contractor** may deliver notice of a claim and a claim Submittal in accordance with the procedures and within the deadlines set forth in Article 15.

10.2 Differing Subsurface or Physical Site Conditions:

10.2.1. The Contract Documents make available Authorized Technical Data concerning subsurface site conditions and physical conditions of existing surface and subsurface facilities at the site. Consistent with Section 00100 Instructions to Bidders, except for reasonable reliance on the accuracy of Authorized Technical Data, the **Owner** does not warrant that Authorized Technical Data is necessarily sufficient and complete for the purposes of selecting Means and Methods, initiating, maintaining, and supervising safety precautions and programs or discharging any other obligation assumed by the **Contractor** under the Contract Documents.

10.2.2. The **Contractor** or **Owner** shall notify the other in writing if the **Contractor** or **Owner**, respectively, discovers that (I) actual subsurface conditions or latent physical conditions of existing surface and subsurface facilities encountered at the site differ materially from those shown or indicated in the Contract Documents, or (II) unknown subsurface conditions or unknown physical conditions of existing surface and subsurface facilities encountered at the site, of an unusual nature, differ materially from those ordinarily encountered and recognized as inherent in work similar in character to the Work. A written notice from the **Contractor** shall be delivered promptly before the conditions are disturbed and before proceeding with the affected Work. A written notice from the **Owner** shall be delivered promptly after the **Owner** has knowledge of the differing subsurface or physical conditions.

10.2.2.1. Upon receipt or delivery of any such notice, the **Owner** shall investigate the differing conditions asserted. If, with the **Professional's** advice, the **Owner** determines that conditions on which the **Contractor** is entitled to rely do differ materially, the **Owner** will amend the Contract Documents to provide for any changes in the Work and adjustments in Contract Price and Contract Time made necessary by the differing conditions and any resulting Delay which is not reasonably anticipatable under the circumstances and which is attributable to the **Owner** and/or **Professional.** Unless the **Owner** and **Contractor** otherwise agree, no increase in Contract Time shall be made for any suspension of Work made necessary by any differing subsurface conditions, if the suspension of Work lasts less than ten (10) Calendar Days.

10.2.2.2. If the **Owner** determines that the actual conditions encountered and those conditions on which the **Contractor** is entitled to rely do not differ materially, and the **Contractor** disagrees with the **Owner's** determination, the **Contractor** may deliver notice of a claim and a claim Submittal in accordance with the procedures and within the deadlines set forth in Article 15.

10.2.2.3. No proposal or claim by the **Contractor** due to differing site conditions shall be allowed (a) if the **Contractor** knew of their existence before submitting its Bid or if those conditions could have been discovered by any reasonable examinations for which the **Contractor**, as Bidder, was made responsible under the Bidding Requirements, **and/or** (b) unless the **Contractor's written notice** is provided **within not more than 21 days after the contractor first recognizes the condition giving rise to the proposal or claim and gives the Owner adequate opportunity to investigate the asserted differing site conditions**. A full and detailed breakdown of cost and time requested, with supporting documentation, if not provided with initial notice shall be delivered to Professional and Owner within 15 days of the notice, as noted in article 11.1.2, unless otherwise agreed in writing, by the Owner prior to expiration of such time.

10.2.3. The provisions of paragraph 10.2.2 through 10.2.2.3 also shall apply to situations where the **Contractor** or **Owner** discovers that any reference points provided by the **Owner** need correction to enable the **Contractor** to proceed with the Work.

10.3 Responsibilities for Underground Utilities:

10.3.1. The **Contractor** shall comply with 2013 PA 174, as amended, MCL 460.721 et seq., and all other Laws concerning Underground Utilities. In addition, the **Contractor** shall be responsible for immediately notifying the **Owner** of any contact with or damage to Underground Utilities, and for the safety, protection of and repairing of any damage done to any Work and any surface and subsurface facilities. Except as provided under 2013 PA 174, as amended, MCL 460.721 et seq., paragraph 10.3.2 or by any Allowance specific to Underground Utilities, the **Contractor** shall bear an appropriate portion of the Delay and costs relating to the obligations set forth in this paragraph.

10.3.2. Shown or Indicated – If the **Contractor** encounters Underground Utilities shown or indicated (whether in the Contract Documents or those documents itemized in Section 00210 Information for Bidders) that are inaccurately shown or are inaccurately located, responsibility for any damage shall be as provided in MCL 460.701 et seq. To the extent the Drawings and/or Specifications inaccurately show or locate, through error or omission, the actual physical conditions and/or location of existing Underground Utilities (when compared with the information and data provided by the owners of such Underground Utilities), the **Owner** will amend the Contract Documents to provide for a corresponding adjustment in Contract Price and/or Contract Time.

10.3.3. Not Previously Located – If the **Contractor** encounters not previously located Underground Utilities, which could not reasonably have been foreseen, the **Owner** will amend the Contract Documents to provide for any changes in the Work and corresponding adjustments in Contract Price and/or Contract Time made necessary by such changes in the Work and by any resulting Delay which is not reasonably anticipatable under the circumstances and which is attributable to the **Owner** and/or **Professional.**

10.4 Hazardous Material Conditions:

10.4.1. The **Contractor** shall use, handle, store, dispose of, process, transport and transfer any material considered a Hazardous Material in accordance with all federal, state, and local Laws. If the **Contractor** encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the **Contractor** shall immediately stop all affected Work, give written notice to the **Owner** of the conditions encountered, and take appropriate health and safety precautions.

10.4.2. Upon receipt of the written notice, the **Owner** will investigate the conditions. If (a) the material is a Hazardous Material that may present a substantial danger and which was not described in the Drawings and/or Specifications, or identified in the Contract Documents as Work under the Contract Documents, and (b) the Hazardous Material was not brought to the site by the **Contractor**, or does not result in whole or in part from any violation by the **Contractor** of any Laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials, the **Owner** shall order a suspension of Work in writing. The **Owner** shall proceed to have the Hazardous Material removed or rendered harmless by negotiating a change in the Work with the **Contractor**, by means of separate contract or as the **Owner** may deem otherwise expedient. In the alternative, the **Owner** shall terminate the affected Work or the Contract for the **Owner's** convenience.

10.4.3. Once the Hazardous Material has been removed or rendered harmless by any of the means outlined in paragraph 10.4.2, the affected Work shall be resumed as directed in writing by the **Owner**. Any determination by the Michigan Department of Health & Humans Services and/or the Michigan Department of Environment, Great Lakes, and Energy (whichever is applicable) that the Hazardous Material has either been removed or rendered harmless shall be binding upon the **Owner** and **Contractor** for the purposes of resuming the Work. If any such incident with Hazardous Material results in Delay not reasonable anticipatable under the circumstances and which is attributable to the **Owner** or **Professional**, the **Owner** will amend the Contract Documents to provide for a corresponding adjustment in Contract Price or Contract Time, or both, made necessary by such Delay.

10.4.4. If the Hazardous Material was brought to the site by the **Contractor**, or results in whole or in part from any violation by the **Contractor** of any Law covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials or from any other act or omission within its control, the **Contractor** shall bear its proportionate share of the Delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material to the satisfaction of the **Owner**, State and all Political Subdivisions with jurisdiction. If the **Contractor** fails to proceed with due diligence to take appropriate action pursuant to applicable Law and consistent with the **Owner** requirements, the **Owner** may act accordingly, in which case the **Contractor** shall defend, indemnify, and hold harmless the **Owner** from and against all claims, as construed in paragraph 1.4, arising from the **Owner's** exercise of such appropriate action.

10.5 Incidents with Archaeological Features:

10.5.1. The **Contractor** shall at once notify in writing the **Owner** of any Archaeological Feature deposits that are encountered or unearthed during the execution of the Work. The **Contractor** shall protect the deposits in a satisfactory manner and no further disturbance of the Archaeological Features shall take place until Work is allowed to be resumed in the affected areas.

10.5.2. If the **Owner**, with the advice of the **Professional**, concludes that the Contract Documents require changes because of Archaeological Features encountered, the **Owner** will amend the Contract Documents to provide for any changes in the Work and corresponding adjustment in Contract Price and/or Contract Time made necessary by the changes due to the Archaeological Features encountered and by any resulting Delay which is not reasonably anticipatable under the circumstances, and which is attributable to the **Owner** and/or **Professional.**

10.6 Unit Price Work:

10.6.1. If the Contract Documents specify Unit Price Work, the Contract Price shall contain the sum of each unit price times its estimated quantity. The **Contractor** shall be responsible for completing, within the Contract Times, one hundred twenty (120%) of the estimated quantities of Specified Unit Price Work and reasonable quantities of Contingent Unit Price Work.

10.6.2. The **Contractor** shall promptly, **before proceeding with any affected Unit Price Work**, deliver a written notice to the **Professional** (a) whenever actual quantities for an item of Specified Unit Price Work differs materially from those estimated and request an adjustment in the estimated quantity, or (b) requesting authorization to provide any or differing quantities of any item of Contingent Unit Price Work. The **Contractor** or the **Owner** shall submit to the other and the **Professional**, a proposal for adjusting that item's unit price and/or the Contract Time. The proposal shall be properly substantiated.

10.6.2.1. Promptly after being notified by the **Contractor**, the **Professional** will evaluate the affected Unit Price Work and provide its determination to the **Owner** and **Contractor**. If the **Owner** adjusts the estimated quantity of Specified Unit Price Work or authorizes any, or any additional, quantities of Contingent Unit Price Work, the **Contractor** shall proceed with that Unit Price Work as directed by the **Professional.** The **Contractor** shall proceed with the Unit Price Work regardless of whether the **Owner**, after conferring with the **Professional** determines that a variation in quantity justifies an adjustment in the unit price, or that the existing unit price is valid for the additional or reduced quantities, or that no adjustment in the Contract Time is warranted. In the event the **Contractor** disagrees with any such determination, the **Contractor** shall deliver a notice of claim and a claim submittal in accordance with the procedures and within the deadlines set forth in Article 15.

10.6.2.2. Any adjusted Unit Price agreed upon by the **Owner** will only apply to the actual quantities above one hundred twenty percent (120%) or to the actual quantities less than eighty percent (80%) of the estimated quantity. For additional quantities over one hundred twenty percent (120%) or reduced quantities below eighty percent (80%) of the estimated quantity, the **Owner** may negotiate a Unit Price with the **Contractor**, or direct a unilateral change as provided by Article 10 or rebid that Work. In no case, however, will a Unit Price change resulting from a reduction in quantity be renegotiated such that the changed Unit Price produces a modified Bid Price for any line item that exceeds the initial Bid Price for that line item.

10.6.3. No adjustment due to quantity variations shall be allowed (a) unless the **Contractor** met the notice requirements of paragraph 10.6.2, (b) to the extent that the Bid Price for a line item will increase due to reduced quantities at a higher unit, (c) for under runs in any quantities of Contingent Unit Price Work, unless the unit price times the estimated quantity exceeds the lesser of $50,000.00 or two percent (2%) of the Contract Price, or (d) if any unit price increase results in whole or in part from any act or omission within the control of the Contractor (errors in the Contractor's Bid, unbalanced unit prices, etc.).

10.7 Cash Allowances; Provisionary Allowances:

10.7.1. The **Contractor** shall obtain the **Professional's** written acceptance before providing materials, equipment or other items covered by a Cash Allowance. Payments under a Cash Allowance shall be on actual costs, and exclude costs for supervision, handling, unloading, storage, installation, testing, etc., which shall be considered to be included within other elements of the Contract Price. Payments within the limits of an Allowance shall exclude Fee and Bond and insurance premiums since these are already included within other elements of the Contract Price.

10.7.2. The **Contractor** shall complete Work covered by Provisionary/Contingency Allowances as approved in writing by the **Owner** and directed by the **Professional**. The Cost of the Work Involved for Work authorized under any Provisionary/Contingency Allowance shall be determined pursuant to Article 11, except those payments within the limits of any Allowance shall exclude Bond and insurance premiums under paragraph 11.8.1.5, since these costs are already included within other elements of the Contract Price.

10.8 Change Orders; Change Authorizations:

10.8.1. The terms "Change Order" and "Change Authorization" are defined in Section 00020 Glossary. Further, Division 1 includes prototype Change Order and Change Authorization forms which shall be used by the **Owner** and **Contractor** in connection with modifications to the Contract.

*10.8.2. A *bilateral* Change Order which does not incorporate a **Contractor** reservation of rights to claim additional adjustments, shall memorialize the **Owner's** and **Contractor's** agreement as to the adjustments in Contract Price and/or Contract Time made by the Change Order. Any such *bilateral* Change Order shall constitute an all-inclusive settlement for all changes, Delay, and costs, whatsoever, and the **Contractor's** signature on the Bulletin and proposal incorporated into that Change Order represents a waiver of all rights to file a subsequent proposal or a claim under Article 15 on account of that Change Order or the Work.

10.8.3. A presumed *bilateral* Change which includes a proposal signed by the **Contractor** with a reservation to claim additional adjustments shall be regarded as a notice of claim as to those adjustments and shall be pursued as provided in Article 15, except as the **Owner** and **Contractor** may otherwise agree.

10.8.4. A Change Order issued by the **Owner** after unsuccessful Contract Price and/or Contract Time negotiations with the **Contractor** and stating the **Owner's** proposed basis for the necessary adjustments in Contract Price and/or Contract Time shall be a *unilateral* Change Order.

10.8.5. The **Owner** will issue Change Orders to amend the Contract Documents for changes in the Work and for any adjustments in Contract Price or Contract Time agreed to in total or in part by both the **Owner** and **Contractor**; or to correspondingly adjust the Contract Price for Work furnished under Cash Allowances, Work completed that was authorized under Provisionary/Contingency Allowances and actual quantities of Unit Price Work. Amounts for Work Involved in a Change Order signed by the **Owner** may be included in subsequent Requests for Payment.

10.8.6. The **Owner** may use Change Authorizations (a) to document agreed-upon minor variations in the Work, and/or (b) to document or order changes in the Work not warranting any adjustment in Contract Price or Contract Time. Examples of the second category include but are not limited to the **Owner's** authorization for drawing payments against a Provisionary/Contingency Allowance or the **Owner's** consent to quantity variations not increasing the Contract Price.

10.8.7. Before, or in conjunction with, the **Professional's** certification of final payment, an appropriate Change Order will be issued, with the **Professional's** advice, to correspondingly adjust the Contract Price for the value of Work furnished under Cash Allowances, Work completed that was authorized under Provisionary/Contingency Allowances and actual quantities of Unit Price Work.

10.8.8. Subject to the provisions of paragraphs 10.8.2 through 10.8.4, it is a requirement of the Contract Documents that all Change Orders duly signed and issued by the **Owner** shall incorporate Bulletins, which are duly signed by the **Contractor**, regardless of whether the **Contractor** uses a reservation of rights.

ARTICLE 11 CHANGES IN CONTRACT PRICE; CHANGES IN CONTRACT TIME

11.1 General Provisions:

11.1.1. Contract Price or Contract Time may be changed only by Change Order duly signed by the **Owner**. Neither Contract Price nor Contract Time may be changed by Change Authorization (subject to the provisions for constructive changes).

11.1.2. **Contractor** proposals for adjusting Contract Price and/or Contract Time shall be due within fifteen (15) Calendar Days after the **Contractor** receives a Bulletin or delivers to the **Owner** a notice of a change or a Delay. Proposals not complying with the requirements of paragraphs 11.1.4 and 11.1.5 shall be returned for resubmission. This turnaround period is of the essence and any Delay in delivering a bulletin or resulting from resubmission of an incomplete Bulletin shall not justify any increase in Contract Price or Contract Time. The **Owner,** in its sole discretion, may extend or shorten the 15–Day period for Bulletin quotations estimated at more than $250,000 or less than $25,000.

11.1.3. The **Professional** will review each **Contractor** proposal, and the **Professiona**l will recommend to the **Owner**, within a reasonable time, whether or not the Bulletin quotation is acceptable. Due to the time required to obtain **Board** and **Director** approvals, a **Contractor** proposal shall be irrevocable for sixty (60) Calendar Days after it is submitted to the **Professional**.

11.1.4. **Contractor** proposals or claims for Work Involved shall detail all affected items of Work, whether increased, revised, added, or deleted, and shall be fully documented and itemized as to (a) individual adds and deducts in Work quantities and labor manhours; (b) corresponding itemized Cost of Work Involved (paragraphs 11.4 through 11.9; and (c) Fee. Proposals or claims including Fee of five percent (5%) for Work Involved of a Subcontractor shall nominate the performing Subcontractor and enclose the Subcontractor's pricing data.

11.1.5. For **Contractor** proposals or claims for adjustments in Contract Price arising from Delays (whether or not such Delays extend any Contract Time or any early completion date), the **Contractor's** estimates shall be as comprehensive and detailed as may be appropriate to support the proposal or claim. Examples of germane information include labor productivity, labor manpower levels, production data and Progress Schedule revisions.

11.1.6. If the **Contractor's** surety requires notice of any adjustment in Contract Price and/or Contract Time, whether made pursuant to Article 11 or otherwise; any "or equal" material or equipment or substitution approved by the **Professional**; any change within the scope of Article 10; or any other addition, deletion or revision in the requirements of the Contract Documents, whether made by Change Order or Change Authorization, it shall be the **Contractor's** responsibility, and not the **Owner's**, to give notice to the **Contractor's** surety. It is agreed that none of these modifications to the Contract Documents and/or the Work shall invalidate the Agreement.

11.1.7. No Adjustment for Tariff Changes**.** The **Contractor** will not be entitled to any adjustment to the Contract Price or Contract Time because of the: (a) imposition of new Tariffs; (b) increases or decreases in existing Tariffs; (c) reclassification, reinterpretation, or enforcement actions by federal agencies; or (d) any change in trade or customs law or other governmental action affecting importation or Tariffs.

11.2 Changes in Contract Time:

11.2.1. An extension in Contract Time will be justified only to the extent that the **Contractor** demonstrates, with comprehensive and detailed documentation, that the Delay is not reasonably anticipatable under the circumstances, is not caused by act or omission within the control of the **Contractor**, and, furthermore, that the Delay necessarily extends the Work, or portion of the Work in question, beyond the pertinent Contract Time.

If the **Owner** determines that the **Contractor's** documentation is insufficient to allow a thorough evaluation of the time extension request, the **Contractor** shall further support the request through a detailed analysis of the Progress Schedule Revision Submittal.

11.2.2. Examples of events that may justify an extension in Contract Time include acts of God or the public enemy; acts of the U.S. Government, the State or a Political Subdivision, each acting in its public capacity (including acts as permitting agency); acts of a Public Utility acting in its public capacity; fires, floods, epidemics, quarantine restrictions; strikes, freight embargoes; unusual weather (unusual in the sense of frequency or severity vis-à-vis the prior five (5) year average); unusually severe shortages of construction materials (considering all feasible sources of supply); Underground Utilities which the Contract Documents, through error or omission, inaccurately show or indicate; Underground Utilities not previously located; objection, for the **Owner's** convenience, to a nominated Subcontractor; Archaeological Features; suspension of Work; changes in the Work, differing site conditions; variation in quantities; and Delay, as provided in this paragraph, of Subcontractors or Suppliers, at any tier, not caused in whole or in part by any act or omission within the control of both the **Contractor** and any such Subcontractors and Suppliers.

11.2.3. If upon evaluation of the **Contractor's** analysis, the **Owner** approves an extension in Contract Time for Delay not caused in whole or in part by any act or omission within the control of the **Owner** and/or **Professional**, the **Owner** shall authorize the necessary adjustment in Contract Time *only*. If the **Owner** approves an extension in Contract Time for Delay caused in whole or in part by any act or omission within the control of the **Owner** and/or **Professional**, the **Owner** shall authorize the necessary adjustments in Contract Time and Contract Price.

11.3 Methods for Making Adjustments in Contract Price:

11.3.1. The method to be used to determine any adjustment in Contract Price shall be selected by the **Owner** from one of the methods in paragraph 11.3.1.1 through 11.3.1.3, or otherwise shall be limited to the methods in paragraph 11.3.1.4 or 11.3.1.5.

11.3.1.1. If any Work Involved is covered by lump sum prices or unit prices contained in the Contract Documents, those prices shall be used (subject to the terms and conditions of paragraph 10.6 Unit Price Work). In the latter case, the unit prices shall be applied to the quantity of Unit Price Work Involved.

11.3.1.2. If any Work Involved is not covered by lump sum or unit prices contained in the Contract Documents, then application of a lump sum price may be negotiated using the **Contractor's** itemized estimate of the *anticipated* Cost of the Work Involved, as specified in this Article, and a Fee for the Work Involved, as specified in paragraph 11.11.1.

11.3.1.3. If the Work Involved is not covered by the first two methods, the **Owner** may direct the **Contractor** to proceed with the Work Involved on an *actual cost* basis, with or without a guaranteed maximum, based on an itemized breakdown of the *actual* Cost of the Work Involved, as specified in this Article, and a Fee for the Work Involved, as specified in paragraph 11.11.2.

11.3.1.4. If the Work Involved is not covered by the first two methods, the **Owner** may direct the **Contractor** to proceed through a *unilateral* Change Order on a lump sum basis or a not-to-exceed basis, based on the **Professional's** estimate of the anticipated Cost of Work Involved and a Fee for the Work Involved, as specified in paragraph 11.11.1 or 11.11.2.

11.3.1.5. If payment for the Work Involved is to be determined by the Michigan Court of Claims or a AAA arbitration panel, it is agreed by the **Contractor** that the *actual cost* and Fee method in paragraph 11.3.1.3 shall represent the appropriate method for determining such payment.

11.3.2. Items making-up the Cost of the Work Involved shall be allowable to the extent (a) consistent with those prevailing in the Project locality, (b) necessary, reasonable, and clearly allocable to the Work Involved, and (c) limited to labor costs, Subcontract costs, material and equipment costs, construction equipment costs and general conditions costs, as specified in this Article.

11.4 Labor, Subcontract and Material/Equipment Costs:

11.4.1. The Cost of any Work Involved includes the **Contractor's** payroll costs for craft workers resident at the site (through crew foremen) assigned to furnishing and incorporating materials and equipment into the Work Involved. If craft labor manhours exceed those that can be gleaned from the Means Cost Data, or other cost guide acceptable to the **Owner**, the **Contractor** shall provide proper justification, which shall be acceptable to the **Professional**.

11.4.1.1. Payroll costs shall include wages, labor burdens and a factor for field supplies and purchase costs (less market value if not consumed) of tools not owned by the workers. Labor burdens shall be certified by an authorized financial representative of the **Contractor** and may include social security, unemployment taxes, workers' compensation, health and retirement benefits, vacation, and holiday pay. The factor for field supplies and tools (individually valued at less than $1,000.00) shall not exceed four percent (4%) of the wages without burdens, unless the **Contractor** furnishes detailed data which supports a higher factor. For actual payroll costs, **Contractor** time sheets verified by the **Professional** and/or certified payrolls shall be the only valid Records. For actual payroll costs under paragraph 11.3.1.5, time sheets shall be valid only if they expressly correlate to the Work Involved and were recorded at that time and/or used for certified payrolls.

11.4.2. The Cost of the Work Involved includes the **Contractor's** costs for the labor costs, (lower tier) Subcontract costs, material and equipment costs and general conditions costs of Subcontractors nominated for the Work Involved. Except for a higher six percent (6%) limit on the factor for field supplies and small tools, the methods for calculating Subcontractors' costs shall be the same as those for **Contractor** costs,

except that the term "Subcontractor" shall replace the term "**Contractor**," context permitting. If the **Owner** and **Contractor** agree in advance, the **Contractor** shall obtain detailed quotations and shall nominate at least two (2) Subcontractors, acceptable to both the **Contractor** and **Professional**, for selection by the **Owner**.

11.4.3. The Cost of any Work Involved includes the **Contractor's** costs for materials, commodities (including all fuel, gas, or other consumables necessary to operate any equipment), devices, equipment, transportation, storage, and necessary Suppliers' field services. All trade discounts, rebates and refunds and returns from surplus sales that can be realized at the time of pricing shall accrue to the **Owner**, and the **Contractor** shall make arrangements so that they may be obtained. If the Bulletin for the Work Involved *lists* specific Suppliers, the **Contractor** shall obtain written quotations from them and shall nominate one of the *listed* Suppliers to allow a comprehensive review of the proposal by the **Professional**. Invoices segregating items relating to the Work Involved shall be valid Records in support of actual Supplier costs.

11.5 Construction Equipment Costs:

11.5.1. The cost of any Work Involved includes costs for individual construction equipment with replacement value in excess of $1,000.00. Transportation, loading and unloading, installation, dismantling and removal and shipping costs shall be allowed to the extent required by the Work Involved and reasonable under the circumstances. Equipment costs shall cease when the equipment is no longer needed for the Work Involved. Payroll costs for labor operating the equipment are as specified in paragraph 11.4.1. Equipment costs shall be computed using the same accounting and estimating rules and prices, whether related to added or deleted Work.

11.5.2. When determining actual construction equipment costs (a) under paragraph 11.3.1.3, daily logs of the equipment, operators, and actual usage, verified by the **Professional**, shall be the valid Records; (b) under paragraph 11.3.1.5, such daily Records shall be valid only if developed when any such Work Involved was performed and used for accounting purposes.

11.5.3. Rented (or owned) equipment, idled solely by actions of the **Owner** or **Professional**, shall be paid at the rate for rented equipment (or at fifty percent (50%) of the rate for owned equipment) provided the idle period exceeds what is normal for the equipment and occurs during normal working hours.

11.6 Rented or Leased Construction Equipment:

11.6.1. Construction equipment rented or leased from third parties shall be priced using the rates negotiated between the **Owner** and **Contractor**. If no agreement is reached, those rates listed in the Rental Rate "Blue Book" published by PRIMEDIA Information Inc. of San Jose, Ca, for the region where the Project is located applicable to the equipment (model number and year) shall be used. For equipment leased or rented on an hourly basis, the rate for second or third shifts shall not exceed fifty percent (50%) of the base rate. Operating costs shall not exceed the hourly operation rate in the Blue Book. Hourly rates for equipment previously in use at the site for a month or longer shall use the monthly rate divided by 176 hours. Equipment previously in use for only one week or not previously in use at the site shall be invoiced to the **Owner** using the following schedule of equipment use:

Less than 8 hours	Hourly Rate
1 Day but less than 7 Calendar Days	Daily Rate
1 week but less than 30 Calendar Days	Weekly Rate
30 Calendar Days or more (when in use)	Monthly Rate

11.7 Owned Construction Equipment:

11.7.1. Construction equipment owned by the **Contractor** or rented or leased from lessors associated with or owned by the **Contractor**, shall be priced using the rates negotiated between the **Owner** and **Contractor** based on the **Contractor's** normal accounting practices. If no agreement is reached, the hourly rates in the "Contractor's Equipment Cost Guide," published by PRIMEDIA Information Inc. for the region where the Project is located shall be used. Operating costs shall not exceed the hourly operation rate in the Blue Book. For multiple shifts, rates shall not exceed the shift Work adjustments recommended in the Cost Guide.

11.8 General Conditions Costs:

11.8.1. The Cost of any Work Involved may include necessary general conditions costs to the extent those costs increase or decrease on account of, or are directly attributable to, the performance of Work Involved, or are required due to an extension in Contract Time or Delay under paragraph 11.13.5. Categories of general conditions which are allowable under this paragraph (subject to the provisions of paragraph 11.9) include:

11.8.1.1. To the extent agreed to in advance by the **Owner**, payroll costs for the **Contractor's** project manager or construction manager, but not both, for Work activities conducted at the site.

11.8.1.2. Payroll costs for the **Contractor's** superintendent and full-time general foremen, if any are assigned to the Work, for Work Involved performed beyond normal working hours and/or to the extent those costs and subsistence expenses arise solely from an extension in Contract Time or Delay under paragraph 11.13.5.

11.8.1.3. If agreed to in advance by the **Owner**, payroll costs for management personnel resident and working at the site and for workers not covered under paragraph 11.4.1, resident at the site and engaged as support workers (i.e., loading/unloading, clean-up, etc.) to workers covered under paragraph 11.4.1.

11.8.1.4. Costs of office and temporary facilities at the site, including office materials, office supplies, office equipment, minor expenses, utilities, fuel, sanitary facilities, internet, and telephone service at the site, provided those cost arise solely from an extension in Contract Time or Delay under paragraph 11.13.5.

11.8.1.5. Costs of liability insurance premiums for insurance not included within the labor burdens charged under paragraph 11.4.1, and costs of Bond premiums.

11.8.1.6. Costs of consultants not in the direct employ of the **Contractor**, or Subcontractors not covered under paragraph 11.4.2; to the extent authorized by the **Owner** before proceeding with the Work Involved, and provided that those costs are neither covered by paragraph 11.4 nor excluded by paragraph 11.10; and

11.8.1.7. Taxes on the Work Involved, and for which the **Contractor** is liable; and royalty payments and fees for permits and licenses, provided they relate solely to the Work Involved.

11.9 Limitations on Allowable Costs:

11.9.1. The **Contractor** shall not include as part of the Cost of any Work Involved any construction equipment costs, small tool costs, or general conditions costs that do not increase on account of, or are not directly attributable to, the furnishing and/or performance of any Work Involved. Examples of such unallowable costs include:

11.9.1.1. Charges for **Contractor's** superintendent, general foremen and management personnel assigned full-time to the Work, if the charges relate to Work Involved which does not extend the Contract Time or cause Delay under paragraph 11.13.5, or to Work Involved not performed beyond normal working hours.

11.9.1.2. Fixed percent mark-ups for construction equipment (as opposed to specific construction equipment costs); or

11.9.1.3. Cost of field supplies and/or small tools solely for extensions in Contract Time or Delay under paragraph 11.13.5.

11.9.2. Changes in Contract Price for extensions in Contract Time or Delay under paragraph 11.13.5 shall exclude any costs that are unaffected or do not relate to the extension in Contract Time or the Delay in early completion. Examples include:

11.9.2.1. Operating costs of construction equipment assigned to the Work for the duration, to the extent used in the incorporation of materials and equipment into the Work, provided the equipment is not subject to increased usage because of the extension in Contract Time or the Delay in early completion.

11.9.2.2. Operating costs plus owned/rental costs of construction equipment brought to the site for a specific activity (crane used for specific lifts, concrete pump used for pours, etc.), provided the equipment is not subject to increased usage because of the extension in Contract Time or the Delay in early completion.

11.9.2.3. Construction equipment and site facilities which are fully paid under the Contract Price for the Work, as awarded.

11.9.3. The **Contractor** shall not include as part of the Cost of any Work Involved acceleration costs incurred, for the **Contractor's** benefit, to make-up Delay which warrant extensions in Contract Time but do not justify increases in Contract Price.

11.10 Costs Covered by the Fee for the Work Involved (and not Allowable as Cost of the Work Involved):

11.10.1. **Contractor** administrative costs and home office overhead, whether at the **Contractor's** principal or branch offices, shall not be allowable as elements of the Cost of Work Involved. Rather, those administrative costs and home office overhead shall be non-reimbursable expenses covered by the Fee for the Work Involved. Examples of administrative costs or home office overhead covered by this provision include, without limitation:

11.10.1.1. Payroll costs and other compensation of executives, general and administrative managers, estimators (except to the extent agreed to in advance by the **Owner**), claim consultants, attorneys, accountants, labor relation coordinators, purchasers, expeditors, and other administrative staff, whether resident at the **Contractor's** principal or branch offices.

11.10.1.2. Payroll costs and other compensation of project managers, construction managers, architects, engineers, schedulers, detailers, safety personnel, clerks, and other administrative staff not resident at the site and who are not part of the **Contractor's** general conditions personnel contingent.

11.10.1.3. Costs of engineers, architects, accountants, consultants, attorneys, and others, in the direct employ of the **Contractor** or otherwise, utilized for services related to a controversy or claim about the acceptability of the Work.

11.10.1.4. Costs incurred in the preparation of Contract Change Orders (whether or not ultimately authorized by the **Owner**), except as otherwise authorized by the **Owner**; and costs incurred in the preparation or filing of claims; and

11.10.1.5. Any interest on the Work Involved, unless otherwise allowed by the Michigan Court of Claims or an arbitration panel; charges for delinquent payments; lost interest on unpaid withholdings; lost profits and lost opportunities; and home office storage and yard facilities.

11.11 Limits on the Fee for the Work Involved:

11.11.1. Any adjustment in Contract Price made by *bilateral* Change Order which stipulates a lump sum price (developed from the **Contractor's** itemized estimate of the *anticipated* Cost of the Work Involved) without incorporating a **Contractor** reservation of rights to claim additional adjustments, shall include a Fee for costs under paragraph 11.10 and for profit, not to exceed the following:

11.11.1.1. For Work Involved to be self-performed by the **Contractor**, the **Contractor's** Fee shall not exceed fifteen percent (15%) of the Cost of the Work Involved. For Work Involved to be performed by any nominated Subcontractor, regardless of tier, the nominated, performing Subcontractor's Fee also shall not exceed fifteen percent (15%) of the Cost of the Work Involved.

11.11.1.2. For Work Involved to be performed by any nominated Subcontractor, the **Contractor's** Fee shall be five percent (5%) of the performing Subcontractor's Cost of the Work Involved, excluding that Subcontractor's Fee. For Work Involved of any nominated lower tier Subcontractor, any corresponding higher tier Subcontractors and the Contractor shall share equally a Fee of five percent (5%) of the performing lower tier Subcontractor's Cost of the Work Involved, excluding the lower tier Subcontractor's Fee.

11.11.2. Any adjustment in Contract Price made by a *bilateral* Change Order (whether based on a *lump sum* or on the *actual cost* of the Work Involved) which incorporates a **Contractor** reservation of rights to claim additional adjustments, shall include a Fee of only two-thirds (2/3) of the Fee otherwise resulting from the application of paragraphs 11.11.1 or 11.11.2.

11.11.3. The credit to be allowed to the **Owner** for any individual change consisting of deletions, or additions and deletions, that yields a negative net Cost of the Work Involved, shall be the amount of the net decrease and, if the negative net Cost of the Work Involved exceeds $10,000.00, a Fee credit of one-fifth of the Fee resulting from the application of paragraphs 11.11.1.1 through 11.11.1.3 shall be added to that amount.

11.11.4. For any change in the Work combining additions, revisions, and deletions, one single Fee for the Work Involved shall be added to the net Cost of the Work Involved, unless the change in the Work combines self-performed **Contractor** Work and Subcontractor Work, or Work of more than one Subcontractor, or both, in which case separate Fees for the **Contractor** Work and for the Subcontractor Work shall be calculated, as appropriate.

11.11.6. In the event unrelated changes in the Work are grouped in a Bulletin, or included in a claim, and each of the changes yields a net increase or decrease in the Cost of the Work Involved, the combined Fee for the changes in the Work so grouped shall be computed as the sum of the individual Fees otherwise calculated under paragraphs 11.11.1 through 11.11.5.

11.12 Fee for Unabsorbed Home Office Overhead:

11.12.1. It is intended that the Fee for the Work Involved allowed under paragraph 11.11 shall be included with any adjustment in Contract Price for any Cost of Work Involved. However, the Fee under paragraph 11.11.1 shall not be intended to cover unabsorbed home office overhead resulting from an extension of the Contract Time stated in paragraph 4.1.1 of Section 00500 Agreement. When justified under the Contract Documents, Fee for unabsorbed home office overhead shall be calculated as detailed in paragraph 11.12.2.

11.12.2. If an extension of the Contract Time stated in paragraph 4.1.1 of Section 00500 Agreement and an increase in Contract Price for such an extension in Contract Time is justified under the Contract Documents, the **Owner** shall negotiate with the **Contractor** the reimbursement of an amount for the **Contractor's** home office overhead (under paragraph 11.10) that will be or were unabsorbed before the expiration of that Contract Time. Any such reimbursement shall be based on the lesser of: (a) the product of the ratio of the **Contractor's** home office overhead to its contract billings times the Contract Price in paragraph 3.1 of Section 00500 Agreement that remains unbilled on the expiration of that Contract Time, or (b) that amount derived from the Eichleay formula.

11.13 Changes in Contract Time for Early Completion:

11.13.1. The Contract Times specified in paragraph 4.1 of Section 00500 Agreement represent the **Professional's** best estimate of the time required to complete the Work and take into account comparisons with completed work similar in scope and character to the Work and constructed under similar conditions.

11.13.2. Since "time is of the essence" in performing this Contract, any early completion Rev. 0 Progress Schedule considered acceptable by the **Owne**r shall be construed as setting forth a corresponding amount of Contract Float, unless the **Contractor** delivers notice of a request for a shortening of the Contract Time within thirty (30) Calendar Days after receiving the **Owner's** written notice of "no objection" to such Rev. 0 Progress Schedule.

11.13.3. If the **Contractor** requests that the Contract Times be shortened to eliminate the Contract Float on any such early completion Progress Schedule, and the **Owner** agrees to the **Contractor's** request, the **Owner** and **Contractor** may negotiate a reduction in the affected Contract Time. Concurrently, the **Owner** will develop a level of liquidated damages appropriate to the revised Contract Time(s) or, if more appropriate under the circumstances, the **Owner** will specify actual damages, applicable from the negotiated, earlier Contract Time to the Contract Time under revision. In such case, the aggregate actual damages shall not exceed the sum liquidated damages that may have resulted from the originally specified liquidated damages. Such agreement shall be memorialized through an appropriate Change Order.

11.13.4. If the **Owner** and **Contractor** are unable to agree to such reduction in the Contract Times, or the **Contractor** rejects the **Owner's** assessment of liquidated or the stipulation of actual damages, or both, the Contract Times in question shall remain unaltered and the early completion Progress Schedule shall be employed as provided in the Contract Documents.

11.13.5. To the extent that the Progress Schedule supports an early completion date, and a Delay extends performance of the Work beyond the **Contractor's** early completion date but not beyond the corresponding Contract Time, if the **Contractor** pursues an increase in Contract Price for such Delay in early completion, the **Owner** shall consider such request, subject to the following: (a) the early completion is reasonably achievable, i.e., includes proper allowances for weather, **Owner** and **Professional** activities, rework and other foreseeable events within the control of the **Contractor**, (b) the Progress Schedule used to support the request is loaded with Activity manpower data, and (c) the adjustment in Contract Price shall equal fifty percent (50%) of the **Contractor's** Delay costs otherwise allowable under this Article.

11.13.6. As a point of emphasis, under these provisions, an increase in Contract Time and an increase in Contract Price equaling the **Contractor's** costs occasioned by the Delay (as opposed to only fifty percent (50%) of the **Contractor's** Delay costs), shall be justified only if the Delay attributable to the **Owner** and/or **Professional** necessarily extends Substantial Completion of the Work, or the portion of the Work having a specified Contract Time, beyond the correspondingly specified Contract Time.

11.14 Access to Records:

11.14.1. The **Contractor** shall maintain and keep and shall require all Subcontractors and Suppliers to maintain and keep, in accordance with generally accepted accounting principles, Records pertaining to the bidding, award and performance of the Work, including, but not limited to payroll and employment Records and all data used in estimating the **Contractor's** Bid and in pricing and negotiating Work covered by any Change Order, Change Authorization, proposal or claim.

11.14.2. For changes payable on an *actual cost* basis, or in the event of any claim, dispute, litigation, audit exception or appeal or termination, the **Owner** and any of the **Owner's** duly authorized representatives shall have access to those Records for the purpose of inspection, audit/review and scanning/copying. The **Contractor** shall provide appropriate facilities for access promptly after receiving a request. The **Owner** and any of its duly authorized representatives shall have the right to interview **Contractor** employees. The **Contractor** shall make employees available on Business Days between 8:00 AM and 4:00 PM, as requested.

11.14.3. Certified payroll and other employment Records of workers assigned to the site, including apprentices and trainees, maintained to comply with the requirements of this provision, shall contain the name and address of each worker, correct wage classification, rate of pay (including contributions, or costs assumed to provide, for fringe benefits), daily and weekly number of hours worked, deductions made, and actual wages paid. The **Contractor** shall maintain Records that show: (a) the anticipated costs or actual costs incurred in providing such benefits, (b) that the commitment to provide such benefits is enforceable, and (c) that the plan or program is financially responsible and has been communicated in writing to the workers affected.

11.14.4. Access to Records, as prescribed in this paragraph, shall be allowed at any time during the execution of the Work and shall remain in full force and effect for five (5) years after final payment, or termination (in the event of termination), or date of final resolution of any dispute, litigation, audit exception or appeal – whichever event actually applies to this Contract.

11.15 Price Reduction for Defective Cost and Pricing Data:

11.15.1. If at any time during the prosecution of the Work, there is good cause to doubt the **Contractor's** compliance with the Defective Cost and Pricing Data requirements of this paragraph 11.15, the **Owner** shall be entitled to make an appropriate withholding from any payment otherwise owed to the **Contractor**.

11.15.2. Whenever the **Contractor** signs a proposal for a Contract Price or Contract Time adjustment, a Change Order or a claim settlement, the **Contractor** will be deemed to have certified, to the **Contractor's** best knowledge and belief, that the representations made and data submitted in pricing and negotiating the Cost of the Work Involved in that price proposal, Change Order, or claim settlement: (a) were made in good faith and are consistent with the facts, (b) are consistent with the provisions of Articles 10 and 11, and (c) are complete, accurate and current as of the date agreement was reached on the corresponding adjustments in Contract Price and/or Contract Time. This certification shall apply in each and every respect to any Subcontractor and Supplier who signs any cost and pricing data attached to any such a proposal for a Contract Price or Contract Time adjustment, Change Order or claim settlement.

11.15.3. If any adjustment in Contract Price or Contract Time made by any Change Order, claim or dispute settlement was increased by a material and significant amount because the **Contractor**, or any Subcontractor or Supplier, at any tier, made representations or furnished cost or pricing data of any kind that were false, contained math errors or were incomplete, the Contract Price shall be correspondingly reduced by Change Order.

ARTICLE 12 PROGRESS PAYMENTS; FINAL PAYMENT

12.1 Schedule of Values:

12.1.1. The Schedule of Values shall be approved by the **Professional** and accepted by the Owner and divide the Work into pay items for significant Sections and areas, facilities, or structures, with subtotals for first tier Subcontractors. If required in Division 1, the Schedule of Values shall be supported by a more detailed breakdown allocating the pay items to the Progress Schedule Activities.

12.1.2. The Schedule of Values shall tabulate labor costs, Subcontract costs and material and equipment costs. Labor costs shall include appropriate sums for construction equipment costs, general conditions costs, administrative costs (paragraph 11.10) and profit, unless separate pay items are itemized for those costs.

*12.1.3. The Schedule of Values shall include the following close-out pay items: (a) two percent (2%) of the Contract Price for Fire Marshall approval, certificate of occupancy and other code approvals, as specified in the Contract Documents, (b) two percent (2%) of the Contract Price for manufacturer warranties, finalized operating and maintenance documentation, **Owner** training documentation, and test and balance reports, and (c) two percent (2%) of the Contract Price to cover finalized Record Documents.

12.2 Requests for Payment:

12.2.1. Once each month, the **Contractor** shall submit to the **Professional** a Request for Payment on the **Owner's** form signed by the **Contractor** certifying Work completed and enclosing all supporting documentation. Each Request for Payment shall certify that all monies owed by the **Contractor** to Subcontractors and Suppliers for which payment previously has been sought has been paid from payments received and include a sworn statement. No Request for Payment shall include amounts for a Subcontractor or Supplier if the **Contractor** does not intend to use the payments requested, when received, to reduce the **Contractor's** outstanding obligations on the Work.

12.2.2. **The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT)**. Contractor must register with the State at SIGMA VSS to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

12.2.3. Payment to the **Contractor**, if approved by the **Owner**, will be made within thirty (30) Calendar Days after the **Owner** receives and approves a certified Request for Payment from the **Professional**. Payment for authorized reimbursable expenses shall be made monthly in the amount incurred before the cut-off date, provided each payment request expense is properly documented in spreadsheet form detailing the information about the request. The **Contractor** will provide a certification in writing that the payment request submittal is true and accurate.

12.2.4. If payment is requested based on materials and equipment stored at the site or at another location agreed to in writing, the Request for Payment also shall be accompanied by (a) consent of surety, (b) a bill of sale, invoice or other documentation warranting that the **Owner** has received the materials and equipment free and clear of all liens, and (c) evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect them and the **Owner's** interests. If the documentation provided by the **Contractor** to comply with the intent of this paragraph is unsatisfactory, the **Owner** shall be entitled to withhold an appropriate amount from that Request for Payment until the **Contractor** provides documentation acceptable to the **Owner.**

12.2.5. The **Contractor** warrants and guarantees that title to all Work materials and equipment covered by any Request for Payment, whether incorporated in the Work or not, will pass to the **Owner** free and clear of all liens no later than at the time of payment by the **Owner** to the **Contractor**.

12.3 Review of Request for Payment; Intent of Review:

12.3.1. Within ten (10) Calendar Days after receipt of a Request for Payment, the **Professional** shall certify to the **Owner** the amount the **Professional** determines to be due or shall return the Request for Payment to the **Contractor** indicating the reasons for withholding certification.

Certification shall be based on the **Professional's** review of the Request for Payment and enclosed documentation, On-Site Inspections, and on-site Project representation, if any has been provided. If a Request for Payment is returned to the **Contractor**, the **Contractor** shall make the necessary corrections and resubmit that Request for Payment.

12.3.2. The **Professional's** certification of any Request for Payment constitutes a representation to the **Owner** that the Work has progressed to the point indicated; that to the best of the **Professional's** knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents; and that the **Contractor** is entitled to payment in the amount certified. Any such representation by the **Professional**, however, shall be subject to an evaluation of the Work as a functioning whole before and upon Substantial Completion; to the results of any subsequent tests called for in the Contract Documents; to a final determination of quantities and classifications of Unit Price Work (if any is specified) and to any other qualifications stated in the certification.

12.3.3. In the case of final payment, the **Professional's** certification of final payment and recommendation that the Work is acceptable shall be a further representation that conditions governing final payment to the **Contractor** have been met.

12.4 Refusal to Make or to Recommend Payment:

12.4.1. The **Owner** may withhold from any payment an amount based on the **Professional's** refusal to recommend payment or the **Owner's** estimate of the fair value of items entitling the **Owner** to a withholding. Such may include, but not be limited to liquidated damages, claims made against the **Owner** arising out of or related to the Work, payment claims, or failure by the **Contractor** to reimburse the **Owner** any costs the **Owner** is entitled to recover. The **Owner** will give the **Contractor** reasonably prompt written notice supporting such action.

12.4.2. The **Professional** may refuse to recommend all or any part of any payment, or because of subsequently discovered evidence, inspections or tests or the value of the Punch List, nullify all or any portion of any payment previously recommended, as the **Professional** may consider necessary to protect the **Owner** from loss because (a) the Work is Defective or completed Work has been damaged requiring correction or replacement, (b) a defective work/non-compliance notice has not been acknowledged by the Contractor, (c) the Contract Price has been reduced by Change Order, (d) it has been necessary that the **Owner** correct Defective Work or complete Work, (e) reasonable evidence exists that all or a part of the Work will not be completed within the corresponding Contract Time, (f) of the **Contractor's** failure to comply with all material requirements of the Contract, including, but not limited to the failure to submit Progress Schedule Submittals or Record Documents when due, (g) stored materials for which payment has been made or is sought has been determined by the **Professional** to be damaged or missing, (h) amounts are requested for a Supplier which is not the Supplier named in the **Contractor's** completed Section 00440 Schedule of Materials and Equipment or a Supplier approved by the **Professional** through an "or equal" or substitution procedure, or (i) the **Professional** reasonably believes or knows of the occurrence of an event justifying termination for cause.

12.5 Request for Final Payment:

12.5.1. The **Contractor** shall complete the Substantial Completion Punch List within the Contract Time and date fixed by the **Professional**. The **Contractor** shall assemble all requisite documentation before requesting final inspection.

12.5.2. Upon written notice from the **Contractor** that the **Contractor** considers the entire Work, or a part of the Work for which final payment is specified in the Contract Documents, to be complete and ready for final payment, the **Professional** will make a final completion inspection with the **Owner** and **Contractor** and notify the **Contractor** in writing of all instances of incomplete or Defective Work revealed by the final inspection. The **Contractor** shall immediately undertake all necessary measure to complete Work in the final completion inspection.

12.5.3. The **Contractor** may request final payment after completing the incomplete or Defective Work to the satisfaction of the **Professional** and delivering final operating and maintenance documentation (with revisions made after Substantial Completion), warranties, inspection certificates, Record Documents (with revisions made after Substantial Completion), release of payment claim forms and all other required documents.

12.5.4. The **Contractor's** request for final payment shall enclose evidence of completed operations insurance and affidavit certifying that the insurance coverage will not be canceled, materially changed or renewal refused except as provided in paragraph 7.4.3, and an affidavit certifying that the surety agrees that final payment shall not relieve the surety of any of its obligations under the Performance Bond and Payment Bond. The **Contractor's** request for final payment shall further include (a) a **Contractor's** "Guarantee and Statement" (available from the **Owner**, form DTMB-0437) containing a statement of guaranteed indebtedness acceptable to the **Owner** in the full amount of the Contract Price, or a release of payment claims in the form of a release of liens, or a Bond or other security acceptable to the **Owner** to indemnify the **Owner** against any payment claim, and (b) a list of all pending insurance claims arising out of or resulting from the Work being handled by the **Contractor** and/or its insurer.

12.6 Final Payment and Acceptance:

12.6.1. If the **Professional** is satisfied that the Work, or a part of the Work for which separate final payment is specified in the Contract Documents, has been completed and the **Contractor's** other obligations under the Contract Documents have been fulfilled, the **Professional** will, within thirty (30) Calendar Days after receipt of the final payment request, furnish to the **Owner** and **Contractor** the **Professional's** certification of final payment and acceptance. If the **Professional** is not satisfied, the **Professional** will return that request to the **Contractor**, indicating in writing the reasons for not certifying final payment, in which case the **Contractor** shall make the necessary corrections and request that final payment again be considered.

12.6.2. If the **Owner** concurs with the **Professional's** certification of final payment, the **Owner** will, within thirty (30) Calendar Days after receipt by the **Owner** of the **Professional's** certified recommendation of final acceptance, pay the balance of the Contract Price, subject to those provisions governing final payment specified in the Contract Documents. If the **Owner** does not concur with the **Professional's** determination, the **Owner** will return the request for final payment to the **Contractor** indicating in writing the reasons for refusing final payment and acceptance. In that case, the **Contractor** shall make the necessary corrections and shall request that final payment be again considered by the **Owner**. The **Owner's** written determination will be binding upon the **Contractor**, unless the **Contractor** delivers a notice of a claim and a claim Submittal within the deadlines set forth in Article 15.

12.6.3. If final completion of the Work is significantly delayed through no fault of the **Contractor**, the **Owner** may, upon receipt of the **Contractor's** final Request for Payment, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. Payment of the balance due shall be made under the provisions for final payment but shall not constitute a waiver of claims.

12.6.4. The **Owner** shall pay with reasonable promptness any amount deducted from the final payment, upon resolution of the claims justifying withholding of such monies.

12.7 Contractor's Continuing Obligation:

12.7.1. The following does not constitute acceptance of the Work in the event the Work or any Work is not in accordance with the Contract Documents, and therefore does not release the **Contractor** from its obligation to perform and furnish the Work in accordance with the Contract Documents: (a) a certification by the **Professional** of any Request for Payment or final payment; (b) the issuance of a Substantial Completion certificate; (c) any payment by the **Owner** to the **Contractor**; (d) any Partial Use; (e) any act of acceptance by the **Owner** or any failure to do so; (f) any review and approval of a Shop Drawing, sample, test procedure or other Submittal; (g) any review of a Progress Schedule; (h) any On-Site Inspection; (i) any inspection, test or approval; (j) any issuance of a notice of acceptability by the **Professional**; or (k) any correction of Defective Work or any completion of Work by the **Owner**.

12.8 Waiver of Claims:

12.8.1. The making and acceptance of final payment do not constitute a waiver by the **Owner** of any rights as to the **Contractor's** continuing obligations under the Contract Documents, nor will it constitute a waiver of any claims by the **Owner** against the **Contractor** still unsettled, or arising from unsettled payment claims, Defective Work appearing after final inspection or failure by the **Contractor** to comply with the Contract Documents or the terms of any special warranties provided by the Contract Documents or by Law.

12.8.2. The making and acceptance of final payment will constitute a waiver of all claims by the **Contractor** against the **Owner**, other than those claims previously made in writing, on a timely basis in accordance with Article 15, and still unsettled.

ARTICLE 13 OTHER WORK

13.1 Related Work at Site:

13.1.1. During the period allowed for the furnishing and performance and completion of the Work, the **Owner** may undertake other work at the site with its own forces, or have other work performed at the site by other parties (including but not limited to contractors or Public Utilities). If the Contract Documents do not note the performance of any such other work, written notice will be given to the **Contractor** before starting that work.

13.1.2. Whenever work to be performed by the **Contractor** interfaces with other work, the **Contractor** shall coordinate that work with the interfacing work. Paragraphs 13.2 and 13.3 outline representative duties and responsibilities assumed by the **Contractor** under this requirement.

Such duties and responsibilities are for the benefit of the parties on the other work to the extent there are comparable provisions for the benefit of the **Contractor** in the contracts between those parties and the **Owner**.

13.2 Coordination Requirements:

13.2.1. If other work is ongoing concurrently with the Work, the **Contractor** shall afford the responsible party proper and safe access to the site. The **Contractor** shall afford the other party a reasonable opportunity for the handling, unloading and storage of their materials and equipment and for the execution of their work.

13.2.2. If any part of the Work, for proper execution or results, interfaces on the work of the **Owner** or another party, the **Contractor** shall inspect and promptly report to the **Professional** in writing conditions in that work that render it unavailable or unsuitable for proper execution and results. The **Contractor's** failure to do so will constitute an acceptance of such other work as fit and proper for integration with the Work except for latent or non-apparent defects and deficiencies in the other work.

13.2.3. The **Contractor** shall do all cutting, fitting, patching, and interfacing of the Work that may be required to make any part of the Work come together properly and integrate with other work. The **Contractor** shall not cut, excavate, or otherwise alter any other work without prior written consent of the party responsible for such other work.The **Contractor** shall supply, install and/or cause items to be built into interfacing Work, verify dimensions of interfacing Work, and notify the **Professional** of interfacing work that is unsatisfactory for, or prevents satisfactory installation of, any Work. Installation of any Work shall constitute acceptance by the **Contractor** of all previously placed interfacing work.

13.2.4. The **Contractor** shall be responsible for cooperating with the **Professional** fully in the coordination of the **Contractor** Submittals with interfacing submittals of other parties whose work in any way integrates with the Work or vice versa. Any such coordinated Submittal of the **Contractor** shall identify, by specific written notation, Work which integrates with the other work and of which the **Contractor** knows or has reason to know.

13.2.5. If the **Owner** contracts for other work, the **Owner** will have authority and responsibility for coordinating the operations of the **Contractor** and the other work. The **Owner** may delegate the specific authority and responsibility for coordinating the operations of the **Contractor** and of those parties performing the other work to another organization either by provision in Section 00800 Supplementary Conditions or at the pre-construction conference.

13.3 Claims Between the Contractor and Other Parties:

13.3.1. If the **Contractor** causes damage to the work or property of others, or if a claim arising out of the **Contractor's** execution of Work is made by another party against the **Contractor**, **Owner** or **Professional**, the **Contractor** shall promptly attempt to settle with that party by agreement or otherwise resolve the claim. The **Contractor** shall in any event, defend, indemnify, and hold harmless the **Owner** and **Professional** from and against all claims, as provided in paragraph 1.4, and/or judgments arising out of or resulting from damage by the **Contractor** to the work or property of others.

13.3.2. If another party causes damage to the Work or property of the **Contractor**, or if the performance of other work results in any claim by the **Contractor**, the **Contractor** shall promptly resolve the issue by agreement or otherwise resolve the claim. The **Contractor** shall not begin any action against the **Owner** (or its departments, agencies, boards, commissions, officers, and employees) or **Professional** (or their consultants, agents or any of their directors, officers, shareholders, agents, or employees), or permit any action against them to be maintained in the **Contractor's** name or for the **Contractor's** benefit before any court or tribunal, which action seeks to impose liability or recover damages from the **Owner** or **Professional** for such claim.

13.3.3. If the **Contractor** becomes involved in settling or otherwise resolving claims and disputes with other parties performing other work from events covered under paragraphs 13.3.1 or 13.3.2, or because of any other similar controversy, including damage to the Work or other work, or a dispute about responsibility for clean-up or any other issue, neither the **Owner** or **Professional** nor any of their respective consultants, agents, directors, shareholders, officers or employees will be involved in any way in such action (unless subpoenaed or ordered by a court). If the **Owner** incurs costs or damages of the types barred by the provisions paragraphs 13.3.1 and 13.3.2, the **Contractor** shall reimburse those costs and damages to the **Owner**.

13.3.4. Except as excluded in paragraph 13.3.5, if any party performing other work causes Delay upon the Work and if, upon a request from the **Contractor**, the **Owner** determines that any such Delay justifies an increase in Contract Price and/or Contract Time, the **Owner** shall amend the Contract Documents to provide the necessary adjustment in Contract Price or Contract Time, or both.

13.3.5. If a party performing other work is granted an extension in a contract time only (on account of Delay not reasonably anticipatable under the circumstances nor caused, in whole or in part, by any act or omission of the other party, the **Owner**, **Professional** or the **Owner's** representative on that other work), and if, upon a request from the **Contractor**, the **Owner** determines that the time extension granted to the other work requires a change in a coterminous Contract Time in the Contract Documents, the **Owner** shall amend the Contract Documents to provide for the necessary change in Contract Time only.

ARTICLE 14 TERMINATION

14.1 Notice Requiring Assurance of Due Performance:

14.1.1. The **Owner** may request the **Contractor** (with copy to the surety) to provide written assurance of due performance if, at any time, any of the following non-conformances occur, any of which, if not corrected, may justify defaulting the **Contractor**:

14.1.1.1. The **Contractor** fails to complete the Work, or a specified part of the Work, within the corresponding Contract Time; fails or refuses to supply sufficient management, supervision, workers, materials, or equipment; or otherwise fails to prosecute the Work, or any specified part of the Work, with the diligence required to comply with the Contract Time(s).

*14.1.1.2. The **Contractor** persistently disregards the authority of the **Professional** or violates or disregards a provision of the Contract Documents or the Laws of any Political Subdivision with jurisdiction; or

14.1.1.3. The **Contractor** admits in writing, or the **Owner** otherwise establishes, the **Contractor's** inability or refusal to pay the **Contractor's** debts generally as they become due; or in response to the **Owner's** demand, fails to provide adequate, written assurance that the **Contractor** has the financial resources necessary to complete the Work within the Contract Time.

14.1.2. Within seven (7) Calendar Days after the **Contractor** receives a notice requiring assurance of due performance, the **Contractor** shall meet with the **Owner** and present the **Contractor's** plan to correct the non-performance with supporting documentation. If the **Owner** determines that the **Contractor's** plan provides adequate assurance of due performance, that determination shall not waive the **Owner's** right to subsequently default the **Contractor** or affect any rights or remedies of the **Owner** against the **Contractor** and/or surety then existing or that may accrue in the future.

14.2 Contractor Default and Termination for Cause:

14.2.1. The **Owner**, after giving the **Contractor** and surety seven (7) Calendar Days' written notice of intent to default, may declare the **Contractor** in default and terminate the services of the **Contractor** of upon the occurrence of one or more of the following events:

14.2.1.1. At or after the meeting referred to in paragraph 14.1.2, the **Owner** determines that there is sufficient cause, giving the issues raised, to default the **Contractor.**

*14.2.1.2. The **Contractor** fails to comply with the Michigan Residency requirements (1984 PA 431, as amended, MCL 18.1241a); or is found to be in violation of Section 4 of 1980 PA 278 concerning unfair labor practices, or any nondiscrimination requirements imposed by Law.

14.2.1.3. The **Contractor** violates or breaches any material provision of the Contract Documents which provides contractually for the for-cause termination or rescission of the Contract or of the **Contractor's** right to complete the Work.

14.2.1.4. A trustee, receiver, custodian, or agent of the **Contractor** is appointed under contract, as opposed to under bankruptcy Law, whose appointment or authority to take over the **Contractor's** property is for the purpose of enforcing a lien against such property or for the general administration of such property for the benefit of the **Contractor's** creditors; or

14.2.1.5. It is determined that gratuities, including, but not limited to entertainment, gifts or donations were given by or on behalf of the **Contractor** to an official, agent, servant, or employee of the **Owner** or **Professional** to secure the Contract or favorable treatment with respect to the awarding or amending or the making of any determination relative to the execution of the Work.

14.2.2. Unless otherwise agreed between the **Owner** and **Contractor,** at the expiration of the seven (7) Day (intent to default) period, the **Contractor** shall immediately stop all Work and proceed in accordance with the **Owner's** instructions. Following receipt, and expiration, of a second seven (7) Day written notice period intended to allow the surety to complete an investigation of the default, the surety shall immediately:

14.2.2.1. If approved by the **Owner,** arrange for the **Contractor** to continue with performance and prosecution of the Work to completion; or

14.2.2.2. Undertake to perform and complete the Work, in accordance with the Contract Documents, in place of the **Contractor**, either through the surety's agents or by executing Sub agreements with qualified contractors (excluding the **Contractor** and any of the **Contractor's** affiliates), or both; and

14.2.2.3. If agreed to by the **Owner**, waive the surety's rights set forth elsewhere in this Article, and with reasonable promptness under the circumstances, after investigating in good faith and with due care and diligence, determine the amount for which it may be liable to the **Owner**, and present that determination to the **Owner**. If the **Owner** rejects that amount, the surety shall negotiate a sum acceptable to the **Owner** and promptly pay that amount to the **Owner** in full and with interest from the date the termination of the **Contractor's** services became effective. If the **Owner** rejects the sum determined by the surety, or if the surety fails to negotiate an agreement with the **Owner** on the amount of the surety's liability, the **Owner** shall have full power and authority to default the surety.

14.2.3. If the **Owner** has terminated the **Contractor**, and the surety elects to act under paragraph 14.2.2.2, the **Owner** will determine in good faith the amount necessary to cover the total direct, indirect and consequential costs (including, but not limited to liquidated damages, costs of correcting Work, fees and charges of engineers, architects, attorneys and others and any other costs and damages for which the surety is liable under Section 00610 Performance Bond) that the **Owner** believes it will sustain from that default. The **Owner** will communicate its determination to the surety, and the **Owner** will deduct that amount in its entirety from Requests for Payment under the Contract Documents. Upon completion of the Work, if the unpaid balance of the Contract Price is not sufficient to reimburse the **Owner** for all actual direct, indirect, and consequential costs resulting from the default of the **Contractor**, the surety and **Contractor**, jointly and severally, are liable to the **Owner** for the difference, which they shall pay to the **Owner** promptly.

14.2.4. If the **Owner** has terminated the **Contractor**, and the surety elects to act under paragraph 14.2.2.2, the surety's contract with another contractor makes that contractor a Subcontractor under the Contract, in which case: (a) the provisions of Article 11 shall remain in full force and effect, (b) the methods and criteria to be used to compute the surety's (in lieu of the **Contractor's**) and that contractor's Cost of and Fee for any Work involved shall be limited to those provided in Article 11, and (c) all Work performed by any such contractor pursuant to a Sub agreement with the surety shall be governed by the flow-through requirement in paragraph 5.1.6, the waiver of rights of subrogation provision in paragraph 7.8 and any other requirements of the Contract Documents governing Sub agreements.

14.2.5. If the **Owner** has terminated the **Contractor**, any such termination will not affect any rights or remedies of the **Owner** against the **Contractor** or surety, or both, then existing or that may accrue after termination. All provisions of the Contract Documents that, by their nature, survive final acceptance of the Work shall remain in full force and effect after a termination for cause of the **Contractor** or default of the surety, or both.

14.2.6. The **Owner** may, in its sole discretion, permit the **Contractor** to continue to perform Work when the **Contractor** is in default or has been defaulted. Such decision by the **Owner** shall in no way operate as a waiver of any of the **Owner's** rights under the Contract Documents or Section 00610 Performance Bond, nor in the event of a subsequent default, entitle the **Contractor** or surety to continue to perform or prosecute the Work to completion.

14.3 Surety Default:

14.3.1. If upon receipt of a notice of termination for cause, the surety fails to proceed immediately and as provided in paragraph 14.2.2, the **Owner** shall declare the surety in default under Section 00610 Performance Bond in accordance with the terms and conditions of this paragraph.

14.3.1.1. No default of the surety under the Section 00610 Performance Bond shall be declared, however, until the expiration of fifteen (15) Calendar Days after receipt by the surety of an additional written notice from the **Owner** demanding that the surety perform its obligations under Section 00610 Performance Bond.

14.3.2. If the **Owner** declares the surety in default, the **Owner** shall have full power and authority to exclude the surety and **Contractor** from the site, assume any Sub agreements that the **Owner** so selects and take possession of the Work and of all the surety's and **Contractor's** tools, plant and office, and construction equipment at the site (without liability to the surety or **Contractor** for trespass, rent or conversion). The **Owner** will (a) proceed to the full extent that the surety and **Contractor** could have proceeded, (b) incorporate into the Work all materials and equipment stored at the site or elsewhere, and (c) prosecute the Work to completion as the **Owner** may deem expedient. When the **Owner** exercises any of the rights or remedies provided in this paragraph, the **Owner** shall not be required to obtain the lowest price for Work performed.

14.3.3. If the **Owner** has defaulted the surety, any such termination or default will not affect any rights or remedies of the **Owner** against the **Contractor** or surety, or both, then existing or that may accrue after termination. Any retention or payment of monies due the **Contractor** or surety by the **Owner** will not release the **Contractor** or surety from liability. All provisions of the Contract Documents that, by their nature, survive final acceptance of the Work shall remain in full force and effect after a termination for cause of the **Contractor** or default of the surety, or both.

14.4 Termination for Convenience of the Owner:

14.4.1. Upon fifteen (15) Calendar Days' written notice to the **Contractor** and surety, or sooner if reasonable under the circumstances, the **Owner** may, without cause and without prejudice to any other right or remedy it may have, elect to terminate any part of the Work, or the Agreement in whole or in part, as the **Owner** may deem appropriate for its convenience. Upon receipt of any such termination notice, the **Contractor** shall immediately proceed in accordance with any specific instructions, protect and maintain the Work, and make reasonable and diligent efforts to mitigate costs associated with the termination.

14.4.2. In any termination for convenience, the **Contractor** shall be paid for (a) Work completed, in accordance with the Contract Documents, before receipt of the notice of termination, and (b) reasonable termination settlement costs for commitments that had become firm before the termination. The **Contractor** shall not be paid any anticipated and unrealized general conditions costs, administrative expenses, and profit for uncompleted Work. If no agreement can be reached as to reasonable termination costs, the **Owner** will make a determination in writing which shall be final and binding on the **Contractor** unless the **Contractor** delivers notice of a claim and a claim Submittal in accordance with the procedures and within the deadlines set forth in Article 15.

14.4.3. Upon termination for convenience, the **Owner** shall have full power and authority to take possession of the Work, assume any Sub agreements with Subcontractors and Suppliers that the **Owner** selects, and prosecute the Work to completion by contract or as the **Owner** may deem expedient.

14.4.4. If after notice of termination of the services of the **Contractor**, it is determined the **Contractor** was not in default, the termination shall be deemed to have been for the convenience of the **Owner**. In such event the **Contractor** may recover from the **Owner** payment in accordance with paragraph 14.4.2.

14.5 The Contractor May Suspend Work:

14.5.1. In addition to being entitled to earning interest on unpaid Requests for Payment, the **Contractor** may, upon fifteen (15) Calendar Days written notice to the **Owner**, suspend the Work for the **Owner's** convenience if, through no act or fault of the **Contractor**, the **Professional** fails, for thirty (30) Calendar Days, to initiate processing of any Request for Payment or the **Owner** fails, for ninety (90) Calendar Days, to pay the **Contractor** any Request for Payment finally certified by the **Professional** to be due

14.5.2. Except as specifically provided in paragraph 14.5.1, this provision shall not relieve the **Contractor** of the **Contractor's** obligations to prosecute the Work in accordance with the Progress Schedule and without Delay during any disputes and disagreements with the **Owner**.

ARTICLE 15 DISPUTES

15.1 Claims Under This Article:

15.1.1. All claims, counterclaims, disputes, and other matters in question between the **Owner** and **Contractor** arising out of or relating to the Contract Documents or the breach thereof, shall be submitted in writing to the **Professional** and otherwise processed and resolved as provided in this Article.

15.1.2. A claim means a written demand or assertion by the Owner or Contractor, which is properly certified, seeking an adjustment in Contract Price and/or payment of moneys due, an extension or shortening in Contract Time, the adjustment or interpretation of Contract terms, or other relief arising under or relating to the Contract. If a Bulletin or specific request for proposal has been issued by the Professional or Owner and quoted by the Contractor, it may become a claim or dispute with proper written notice per 15.1.2.1 should the Contractor is object to a written determination and/or rejection by the Professional or Owner under the appropriate provision of the Contract Documents.

15.1.2.1. Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker (Professional/PSC). Claims by either party must be initiated within 21 days after the occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognized the condition giving rise to the claim. Provided such timely notice is delivered, a full and detailed breakdown of cost and time requested, with supporting documentation, if not provided with initial notice shall be delivered to Professional and Owner within 15 days of the notice, as noted in Article 11.1.2, unless otherwise agreed in writing, by the Owner prior to expiration of such time.

15.1.2.2. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided under conditions of failure of timely progress payment or Article 14, the Contractor shall ensure the Work diligently proceeds with the performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Owner shall prepare Change Orders and PSC shall certify payment requests in accordance with the decisions of the Initial Decision Maker.

15.1.3. Unless otherwise agreed between the parties, any claim that can be resolved under a provision of the Contract Documents providing for or excluding the relief sought by the claimant shall be resolved in accordance with that provision.

15.1.4. Notice of Claim - Except for **Owner** claims for liquidated damages, no claim shall be valid unless it is based upon written notice delivered by the claimant to the other party and the Professional/PSC within 21 days as per 15.1.2 and 15.1.2.1. The notice shall include a supporting statement stating the nature of the dispute, the amount involved, if any, and the remedy sought. The claim submittal with all supporting data shall be delivered within thirty (30) Calendar Days after Notice (unless the **Professional** allows an extension). The responsibility to substantiate claims shall rest with the claimant.

*15.1.5. A claim by the **Contractor** shall be submitted to the **Professional** and **Owner** for a recommendation or decision from the **Professional** and, if necessary, an **Owner** determination. A claim by the **Owner** shall be submitted to the **Contractor** and the **Professional** for a written recommendation or decision by the **Professional**. The **Owner** reserves the right to audit, using the provisions in paragraph 11.14, any **Contractor** claim (or claim package) that the **Contractor** values at more than $50,000.00.

15.1.6. Pending final resolution of any claim under this Article, the **Contractor** shall proceed diligently with the Work and comply with any decision of the **Owner** and/or **Professional**

15.2 Requirement for Certification of Contractor Claims:

15.2.1. For all **Contractor** claims seeking an increase in Contract Price or Contract Time, the **Contractor** shall submit an affidavit, certifying that the amount claimed accurately reflects any Delay and all costs that the **Contractor** is entitled from the occurrence of the claimed event and that supporting cost and pricing data are current, accurate, complete and represent the **Contractor's** best knowledge and belief. The affidavit shall be executed by an officer or partner of the **Contractor** with proper authority or his/her designee.

15.3 Recommendations or Decisions from the Professional:

*15.3.1. For **Contractor** claims under $100,000.00, if requested in writing by the **Contractor**, the **Professional** will render a recommendation or decision within thirty (30) Calendar Days after the request and the **Owner** will issue, if necessary, a determination within thirty (30) Calendar Days after the **Professional's** recommendation or decision. For **Contractor** claims exceeding $100,000.00, the **Professional** will issue its recommendation or decision and the **Owner**, if necessary, will issue its determination, within sixty (60) Calendar Days after completing an audit of the claim, or after deciding not to conduct such an audit or, in the alternative, will notify the **Contractor** of the date when the determination will be made. In the latter case, a final determination will be concluded within sixty (60) Calendar Days from the date of such notification.

*15.3.2. For **Owner** claims under $100,000.00, the **Professional** will render a recommendation or decision within thirty (30) Calendar Days of the request. For **Owner** claims over $100,000.00, the **Professional**, within sixty (60) Calendar Days, will render a recommendation or decision or notify the **Owner** and **Contractor** when such will be rendered.

*15.3.3. To the extent any **Professional's** decision is to deny a **Contractor** claim or to agree with an **Owner** claim, that decision shall be final and binding on the **Contractor**, without any determination by the **Owner**, unless the **Contractor** files a request for a presentation with the **Director-DCD** within twenty-one (21) Calendar Days as required by paragraph 15.4.1. Unless a claim is made in accordance with these requirements, it shall be waived.

*15.3.4. To the extent that any recommendation from the **Professional** is partly or wholly adverse to a claim from the **Owner**, that determination shall be final and binding on both the **Owner** and **Contractor** unless either party files a request for a presentation with the **Director-DCD** as required in paragraph 15.4.1.

*15.3.5. To the extent the **Professional** recommends payment of any **Contractor** claim which increases the Contract Price, that recommendation shall be subject to a determination from the **Owner** in a written opinion. In the event any such determination from the **Owner** is partly or wholly adverse to the preceding recommendation from the **Professional**, that determination shall be final and binding on the **Contractor** unless the **Contractor** files suit in the Michigan Court of Claims within thirty (30) Calendar Days after receipt of such determination. Unless a claim is made in accordance with these requirements, it shall be waived.

15.4 Determinations by the Director-DCD:

*15.4.1. If either the **Contractor** or **Owner** is not satisfied with any decision of the **Professional** rendered pursuant to paragraph 15.3.3 or 15.3.4, that party shall, within twenty-one (21) Calendar Days of receiving that decision, file a written appeal with the **Director-DCD**. If a **Contractor** or **Owner** appeal is timely filed, the claimant shall be entitled to present its claim, unless waived, to the **Director-DCD**, or his/her designee, provided that a claim narrative with complete supporting documentation is delivered to the **Director-DCD**, or his/her designee, within thirty (30) Calendar Days of that party's written notice of appeal.

*15.4.2. Within thirty (30) Calendar Days after receipt of any such claim narrative, the **Director-DCD**, or his/her designee, shall schedule the time to start the presentations taking into account the dispute's complexity and the urgency of its resolution. Subject to any recognized privilege, discovery shall be available to either party as provided by the **Director-DCD**, and his/her designee, and shall be concluded thirty (30) Calendar Days before the start of the presentations.

*15.4.3. During the presentations, the **Director-DCD**, or his/her designee, shall hear presentations and receive evidence on the matters in dispute, as supported by the statement of the dispute. The **Director-DCD**, or his/her designee, shall have discretion concerning the allowability of evidence submitted, and shall not be bound to any rules of evidence other than those he/she promulgates.

*15.4.4. If the right to a presentation is waived or if a presentation is conducted and the dispute remains unresolved, the **Director-DCD**, or his/her designee, at his/her sole option, shall specify in which forum the dispute shall thereafter be conducted by issuing a written determination to the **Contractor** that the dispute if the **Contractor** so elects, be submitted in writing to:

*15.4.4.1. The Court of Claims maintained by the State of Michigan for the purpose of adjudicating claims against the State or other appropriate court, or

*15.4.4.2. Arbitration in accordance with the construction industry rules of arbitration of the American Arbitration Association, subject to the provisions of paragraphs 15.5.1 and 15.5.2, unless the parties mutually agree otherwise.

*15.4.5. The **Director-DCD's**, or his/her designee's, determination on the forum in which the dispute shall be conducted is final and binding upon the **Owner** and **Contractor**. The **Director-DCD's**, or his/her designee's determination on the dispute shall be final and binding on the **Contractor** unless the **Contractor** files a lawful action in the forum so chosen (Michigan Court of Claims or arbitration) within thirty (30) Calendar Days after receiving the **Director-DCD's**, or his/her designee's, determination.

*15.4.6. If, after such determination from the **Director-DCD**, or his/her designee, the **Contractor** properly submits the dispute to the Michigan Court of Claims or requests arbitration, and the final determination of either forum does not increase the **Contractor's** recovery by thirty (30%) percent or more above that awarded by the **Director-DCD**, or his/her designee, or voluntarily withdraws the action, the **Contractor** shall pay all resulting expenses of the **Owner** (including, but not limited to reasonable charges of attorneys, engineers, others and court or arbitration costs)

15.5 Supplements to AAA Arbitration:

*15.5.1. No arbitration, arising out of, or relating to the Contract Documents shall include, by consolidation, joinder or in any other manner, any additional party not a party to this Contract, except by written consent containing a specific reference to the Agreement and signed by all the parties involved. Consent shall be deemed given by any party who has executed an agreement directly with the **Owner** affected by the Project and containing provisions comparable to those in this Article 15.

Any consent to arbitration involving any additional party or parties shall not constitute consent to arbitration of any dispute not permitted in this Article. The agreement to arbitrate with any additional party or parties duly consented to by the parties to this Contract shall be specifically enforceable under the prevailing arbitration Law.

15.5.2. Subject to any recognized privilege, discovery shall be available to each party to the arbitration as it would be available under the general court rules of the Michigan Court of Claims which shall be enforced by the American Arbitration Association. All discovery and amendments to the prehearing summary shall conclude thirty (30) Calendar Days before the arbitration date. Failure to provide the foregoing discovery shall render any claim supported by witnesses or documents not so disclosed excludable by the arbitration panel in its discretion.

15.6 Interest on a Judgment; Payment of Judgment:

*15.6.1. If, subsequent to a determination by the **Director-DCD**, or his/her designee, the **Owner** or **Contractor** files a Michigan Claims Court or AAA arbitration action, and the party filing for such action increases its recovery by thirty (30%) percent or more above that awarded by the **Director-DCD**, or his/her designee, that party shall be entitled to interest calculated in accordance with MCL 600.6013, as amended, whether the action is filed with the Michigan Court of Claims or the American Arbitration Association.

*15.6.2. After settlement or final adjudication of any claim under this Article if, upon demand, payment by the **Contractor** is not made to the **Owner**, the **Owner** may offset the appropriate amounts against (a) payments due to the **Contractor** under any other contract between the **Owner** and the **Contractor**, or (b) any amounts for which the **Owner** may be obligated to the **Contractor** in any capacity.

15.7 Venue; Flow-Through Provision:

15.7.1. The **Contractor** agrees to waive jurisdiction and venue, to consent and submit to the jurisdiction of, and not commence any action in other than, a competent State court in Ingham County, Michigan, unless original jurisdiction is vested in the Michigan Court of Appeals, the Michigan Court of Claims, or the Michigan Supreme Court, regardless of residence or domicile, for any action or suit at law or in equity arising out of or under the Contract Documents. The **Contractor** further agrees that it will have each of its Suppliers and Subcontractors provide similar waivers as those required in this paragraph.

15.7.2. The **Contractor** shall insert the provisions of this Article in all Sub agreements, altering those paragraphs only to identify properly the contracting parties.

END OF SECTION 00700

SECTION 00800 SUPPLEMENTARY CONDITIONS

PROFESSIONAL – Colliers Engineering and Design, 7050 West Saginaw Hwy, Suite 200, Lansing MI 48917, phone 517.272.9835

WORK – Ottawa Building – SIGMA Move to First Floor

FILE No. - 171/26231.ABG

The provisions of this Section 00800 Supplementary Conditions amend or supplement Section 00700 General Conditions and those other provisions of the Contract Documents, as indicated below. All other provisions of the Contract Documents that are not so amended or supplemented remain in full force and effect.

END OF SECTION 00800

SECTION 01310 PROGRESS SCHEDULE

PART 1 - GENERAL

1.01 SUMMARY

A. The **Contractor** will submit CPM Progress Schedules to the **Owner** depicting its approach to prosecution of the Work. This includes but is not limited to the **Contractor's** approach to recovering schedule and managing the effect of changes, substitutions, and Delays on Work sequencing.

B. The Progress Schedule will include the Rev. 0 Submittal (par. 3.02), Update Submittals (par. 3.03) and Revision Submittals (par. 3.04). Each Submittal will be assigned a unique number. For a resubmission, the initial number will be modified by the letter A, B, C, etc., as appropriate.

C. Through the Progress Schedule, the **Owner** will seek to stay current on progress, updated Activity and Milestone Dates, and the **Contractor's** approach to Work remaining.

D. References to the Critical Path Method (CPM) are to CPM construction industry standards that are consistent with the requirements of this Section 01310.

1.02 RELATED SECTIONS

A. Section 00440 Schedule of Materials and Equipment; Section 00500 Agreement; Section 00700 General Conditions; and Section 00800 Supplementary Conditions.

1.03 GLOSSARY OF TERMS

A. Capitalized terms not already defined in any Division 0 Specification have the following intent and meanings:

1. Milestone–A key point of progress, designating interim targets toward the Contract Times. They may pinpoint critical path foundations, key deliveries, building framing, start of MEP rough-in, building enclosure, partitions, interior finishes, conditioned space, commissioning stages, Substantial Completion, and other events of like import.
2. Official Schedule–The most recent Revision Submittal returned to the **Contractor** as Resubmittal Not Required. The Rev. 0 Official Schedule is the *As-Planned* Schedule.
3. Revision 0 Submittal–Progress Schedule submitted by the **Contractor** depicting the entire Work as awarded.
4. Update Submittal–A monthly Progress Schedule update reflecting progress and minor adjustments on the Activities, sequencing and restraints for Work remaining.

1.04 QUALITY ASSURANCE

A. The **Contractor** will obtain a written interpretation from the **Professional,** if the **Contractor** believes the selection of Activities, logic ties or restraints requires an interpretation of the Contract Documents. With each submission, the **Contractor** will point out by specific, written notation, any Progress Schedule feature that may reflect variations from any requirements of the Contract Documents.

B. The **Contractor** is responsible to obtain information from each Subcontractor and Supplier when scoping their respective Activities, Values, logic ties and restraints

C. No review of any Progress Schedule by or on behalf of the **Owner** will relieve the **Contractor** from complying with the Contract Times and any required sequence of Work or from completing Work omitted from the Progress Schedule. No review will imply approval of any variation from or interpretation of the Contract Documents, unless approved by the **Professional** through a written interpretation or by means of a separate, written notation.

1.05 ALLOWANCES

A. Work covered by Cash Allowances will be completed within the Contract Times. To the extent reasonable and consistent with the **Contractor's** plan, Work authorized by contingency allowances will be completed within the Contract Times. The Progress Schedule will incorporate the **Contractor's** best estimate of the Activities, logic and restraints required, using the information in the Contract Documents, or as indicated by the **Professional** in writing.

1.06 "OR EQUALS" AND SUBSTITUTIONS

A. Activities in the Rev. 0 Progress Schedule will be based on materials and equipment required by the Contract Documents and will not reflect any "or equal" or substitute materials or equipment, even if the **Contractor** intends to pursue "or equal" and substitution proposals. This limitation also applies to any Means and Methods indicated in or required by the Contract Documents.

1.07 MEASUREMENT AND PAYMENT

A. The Schedule of Values will include a Progress Schedule *pay item*. Fifteen percent (15%) of this *pay item* will be eligible for payment upon delivery of the *complete* Rev. 0 Submittal. The balance of this *pay item* will be eligible for payment, on a prorated basis, with each Request for Payment attaching an Update Submittal.

PART 2 - WORK PRODUCTS

2.01 PROGRESS SCHEDULE SUBMITTALS

A. Each Progress Schedule Submittal will consist of an electronic disk with the **Contractor's** files, a narrative and three (3) copies of the required reports and plots.

B. The CPM scheduling software will be Primavera Project Planner®, SureTrak® or Microsoft Project®.

2.02 PRINTOUTS

A. Schedule Reports will include Activity (ID) code and description, duration, calendar, Early Dates, Late Dates and Total Float, all of which will comport with the requirements of paragraph 8.3.4 of Section 00700 General Conditions.

1. Late Finish Date for an Activity pinpointing a Contract Time will equal that Contract Time. Early Start Date for an Activity designating a Contract restraint will equal the proper Notice to Proceed date. Schedule Reports may or may not append CPM Plots (time-scaled Activity/logic).
2. For Precedence Diagram Method, separate Schedule Reports will tabulate, for each Activity, all preceding and succeeding logic types and lead times, whether CPM Plots displaying vertical logic ties are appended or not.

B. CPM Schedule Plots will be plotted on a suitable time scale and identify the Contract Times, Critical Paths, and sub-Critical Paths. Activities will be shown on the Early Dates with Total Floats noted by Late Date flags.

C. Line of Balance Plots will reflect industry practice for repetitive construction and will segregate the production lines for all trades within the hammock Activities.

2.03 NARRATIVE REQUIREMENTS

A. In general, a narrative will describe the **Contractor's** approach to prosecution of the Work, subject to the requirements of the Contract Documents. Further, each narrative will list the Critical Path Activities and compare Early and Late Dates with Contract Times and Milestone Dates. The basis for restraint dates will be explained.

B. For each Update Submittal, the narrative will compare current Dates to the respective Milestone Dates, describe changes in crewing and construction equipment and identify new Delays. For each Revision Submittal, the narrative also will itemize changes in Activities, logic ties and restraint dates made necessary by each change, Delay, schedule recovery, substitution and **Contractor**-initiated revision occurring since the previous Submittal.

2.04 ACTIVITY REQUIREMENTS

A. The Progress Schedule will detail Work sequencing only to the extent necessary to allow the **Owner** to correlate percent complete, compare actual dates with Milestones and Contract Times and the data in Requests for Payment.

B. Separate Activities will designate permits, construction, Submittal preparation/review (and resubmission and re-review, for same); MEP coordination drawings; deliveries; commissioning; and Punch List. Separate Activities will designate **Owner**-furnished items, interface with other work and the **Owner** and **Professional's** responsibilities.

B. Activities will be detailed only to the extent required to show the transition of trade Work. Activities will detail the progression through site/excavation, foundations, building framing, start/completion of interior partitions, MEP rough-in, building enclosure, interior finishes, conditioned space, and commissioning.

1. Submittal Activities will segregate long-lead items, any item requiring structural access and other procurements that, in the **Contractor's** judgment, may bear on the rate of progress. Separate MEP coordination drawing Activities will be used for each floor. Beyond these requirements, it is not necessary to burden the Progress Schedule with Activities for less significant Submittals and deliveries.
2. For multiunit Work (e.g., rough-in overhead MEP for each floor, etc.), detailed Activities will be shown for a typical (often, the first) unit). Other or follow-on units may be replicated, as appropriate, or modeled with a hammock Activity combining the sum total of the typical detailed Activities. Separate Activities, as may be suitable to the Divisions of Work involved, will be identified for single-unit Work. This requirement applies to such scope as Work in mechanical rooms, building framing, commissioning, etc.
3. Activities will not combine separate or non-concurrent items of Unit Price or lump sum Work, Work in separate structures and Work in distinct areas, locations or floors within an area or structure; or rough-in and finish Work.

C. Activity durations will equal the Business Days required to sufficiently complete the Work designated by the Activity (i.e., when finish-to-start successors may start, even if the Activity is not quite 100% complete). Installation Activities will last from twenty (20) to forty (40) Days.

D. Activities will be assigned consistent descriptions and identification codes. Sort codes will group Activities by building or structure, floor or area, Change Order and Change Authorization and other meaningful scheme

PART 3 – EXECUTION

3.01 FLOAT TOLERANCES

A. Any Progress Schedule with Early Dates after a Contract Time will yield negative Total and Contract Floats, whether shown/calculated or not. Any Revision Submittal with less than negative twenty (20) Days of Float will be returned as "Revise and Resubmit," unless a time extension is requested, or the **Owner** withholds liquidated damages or asserts intent to do so in the event schedule is not recovered.

B. Floats calculated from the definitions given in Section 00020 Glossary supersede any conflicting Float values calculated within any early completion Progress Schedule.

3.02 REVISION 0 (Rev. 0) SUBMITTAL

A. The complete Revision 0 Submittal will be due with the first Request for Payment. The Rev. 0 Submittal will show the Work as awarded, without Delays, "or equal" or substitutions, Change Orders or Change Authorizations.

1. The Rev. 0 narrative will detail the **Contractor's** management of the site (lay down, parking, etc.). Further, the Rev. o narrative will identify shifts, weekend Work, Activity calendars, Delays since award and all pending and anticipated "or equal" and substitution proposals.

E. Once endorsed by the **Owner** and returned as "Resubmittal Not Required," the Rev. 0 Progress Schedule (or Rev. 0A, etc.) will be the As-Planned Schedule and the basis for Update Submittals until the Rev. 1 Official Schedule is established. Once the As-Planned Schedule is established, the **Owner** will select Milestones and note Milestone Early and Late Dates. As the Official Schedule evolves, Milestone Dates will be revised accordingly.

F. If the **Owner** refuses to endorse the Rev. 0 Submittal (or Rev. 0A, for a resubmission) as "Resubmittal Not Required," the As-Planned Schedule will not be established. In that event, the **Contractor** will continue to submit Update and Revision Submittals reflecting progress and the **Contractor's** approach to remaining Work. The **Owner** will rely on the available Update and Revision Submittals, subject to whatever adjustments it determines appropriate.

3.03 UPDATE SUBMITTALS

A. Update Submittals with progress up to the closing date and updated Early and Late Dates for progress and remaining Activities will be due with each Request for Payment. As-built data will consist of actual start dates, percent complete, actual finish dates, changes, Delays, and other significant events occurring before the closing date.

3.04 REVISION SUBMITTALS

A. Progress Schedule Revisions will be submitted with the third Request for Payment and every two (2) months after that, or more often, if necessary due to schedule recovery or other Progress Schedule revisions. Revisions will revise the Update Submittal attached to the prior Request for Payment.

B. Progress Schedule revisions will detail all impacts on pre-existing Activity scope, logic ties and restraint dates and reflect the Contractor's current approach to Work remaining. Revisions may be required because of changes in the Work, substitutions, schedule recovery and Delays.

C. Once endorsed by the **Owner** and returned as "Resubmittal Not Required," a Revision Submittal becomes the Rev. 1, Rev. 2, etc. Official Schedule and the basis for subsequent Update Submittals until a more current Official Schedule is established. If the **Owner** refuses to endorse a Revision Submittal as "Resubmittal Not Required," the **Contractor** will continue to submit Update and Revision Submittals when and as required in this Section.

3.05 RETROSPECTIVE DELAY ANALYSIS

A. If the **Owner** refuses to endorse any Revision Submittal as "Resubmittal Not Required," the **Contractor** and **Owner** will use the latest Official Schedule when evaluating the effect of Delays on Contract Time and/or Contract Price. The procedure will consist of progressively revising the latest Official Schedule at key Revision Submittal closing dates. For each Progress Schedule iteration, slippage between actual Milestone Dates and Rev. 0 Milestone Dates will be correlated to Delays occurring solely in that iteration. Revisions affecting Work after any iteration will be included only to the extent consented by the **Owner** at that time and/or if actually confirmed by as-built progress.

END OF SECTION 01310

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SECTION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Demolition and removal of selected portions of building or structure.
2. Salvage of existing items to be reused or recycled.

1.2 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes property of Contractor.

B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.

1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.3 PREINSTALLATION MEETINGS

A. Predemolition Conference: Conduct conference at Project site.

1. Inspect and discuss condition of construction to be selectively demolished.
2. Review structural load limitations of existing structure.
3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
5. Review areas where existing construction is to remain and requires protection.

1.4 INFORMATIONAL SUBMITTALS

A. Engineering Survey: Submit engineering survey of condition of building.

B. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and, for noise control. Indicate proposed locations and construction of barriers.

C. Schedule of selective demolition activities with starting and ending dates for each activity.

1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's building manager's on-site operations are uninterrupted.
2. Interruption of utility services. Indicate how long utility services will be interrupted.
3. Coordination for shutoff, capping, and continuation of utility services.
4. Use of elevator and stairs.

D. Predemolition photographs or video: Submit before Work begins.

E. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

1.5 CLOSEOUT SUBMITTALS

A. Inventory: Submit a list of items that have been removed and salvaged.

B. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

1.6 QUALITY ASSURANCE

A. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.

1.7 FIELD CONDITIONS

A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.

B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.

1. Hazardous materials will be removed by Owner before start of the Work.
2. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.

E. Storage or sale of removed items or materials on-site is not permitted.

F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

1. Maintain fire-protection facilities in service during selective demolition operations.

G. Arrange selective demolition schedule so as not to interfere with Owner's operations.

1.8 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials and using approved contractors so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting selective demolition operations.

B. Review record documents of existing construction provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in record documents.

C. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.

E. Perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective building demolition operations.

F. Inventory and record the condition of items to be removed and salvaged.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.

B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.

1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
2. Arrange to shut off utilities with utility companies.
3. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
4. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated on Drawings to be removed.

    a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
    b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material and leave in place.
    c. Equipment to Be Removed: Disconnect and cap services and remove equipment.
    d. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
    e. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
    f. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
    g. Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material and leave in place.

C. Refrigerant: Remove refrigerant from mechanical equipment to be selectively demolished according to 40 CFR 82 and regulations of authorities having jurisdiction.

3.3 PROTECTION

A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
2. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
3. Cover and protect furniture, furnishings, and equipment that have not been removed.

B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

C. Remove temporary barricades and protections where hazards no longer exist.

3.4 SELECTIVE DEMOLITION

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level
2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
5. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
6. Dispose of demolished items and materials promptly.

B. Reuse of Building Elements: Project has been designed to result in end-of-Project rates for reuse of building elements as follows. Do not demolish building elements beyond what is indicated on Drawings without Architect's approval.

C. Removed and Salvaged Items:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area designated by Owner
5. Protect items from damage during transport and storage.

D. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse.
2. Pack or crate items after cleaning and repairing. Identify contents of containers.

3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

E. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.5 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

B. Burning: Do not burn demolished materials.

C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.6 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119

SECTION 061053 - MISCELLANEOUS ROUGH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Wood blocking and nailers.
   2. Wood furring
   3. Plywood backing panels.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.

   1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.
   2. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Include physical properties of treated materials based on testing by a qualified independent testing agency.
   3. For fire-retardant treatments, include physical properties of treated lumber both before and after exposure to elevated temperatures, based on testing by a qualified independent testing agency according to ASTM D 5664.
   4. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.
   5. Include copies of warranties from chemical treatment manufacturers for each type of treatment.

1.3 INFORMATIONAL SUBMITTALS

A. Evaluation Reports: For the following, from ICC-ES:

   1. Preservative-treated wood.
   2. Fire-retardant-treated wood.
   3. Power-driven fasteners.
   4. Powder-actuated fasteners.
   5. Expansion anchors.
   6. Metal framing anchors.

1.4 QUALITY ASSURANCE

A. Testing Agency Qualifications: For testing agency providing classification marking for fire-retardant treated material, an inspection agency acceptable to authorities having jurisdiction that periodically performs inspections to verify that the material bearing the classification marking is representative of the material tested.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Stack lumber flat with spacers beneath and between each bundle to provide air circulation. Protect lumber from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.

1. Factory mark each piece of lumber with grade stamp of grading agency.
2. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.
3. Provide dressed lumber, S4S, unless otherwise indicated.

B. Maximum Moisture Content of Lumber: 15 percent for 2-inch nominal thickness or less, 19 percent for more than 2-inch nominal thickness unless otherwise indicated.

2.2 WOOD-PRESERVATIVE-TREATED MATERIALS

A. Preservative Treatment by Pressure Process: AWPA U1; Use Category UC2 for interior construction not in contact with the ground, Use Category UC3b for exterior construction not in contact with the ground.

1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.

B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or does not comply with requirements for untreated material.

C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.

D. Application: Treat all miscellaneous carpentry unless otherwise indicated.

2.3 FIRE-RETARDANT-TREATED MATERIALS

A. General: Where fire-retardant-treated materials are indicated, use materials complying with requirements in this article, that are acceptable to authorities having jurisdiction, and with fire-test-response characteristics specified as determined by testing identical products per test method indicated by a qualified testing agency.

B. Fire-Retardant-Treated Lumber and Plywood by Pressure Process: Products with a flame spread index of 25 or less when tested according to ASTM E 84, and with no evidence of significant progressive combustion when the test is extended an additional 20 minutes, and with the flame front not extending more than 10.5 feet beyond the centerline of the burners at any time during the test.

1. Use treatment that does not promote corrosion of metal fasteners.

C. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent.

D. Identify fire-retardant-treated wood with appropriate classification marking of testing and inspecting agency acceptable to authorities having jurisdiction.

E. Application: Treat items indicated on Drawings, and the following:

1. Concealed blocking.
2. Roof blocking.

2.4 MISCELLANEOUS LUMBER

A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:

1. Blocking.
2. Nailers.
3. Cants.
4. Furring.

B. For items of dimension lumber size, provide Construction or No. 2 grade lumber and any of the following species:

1. Hem-fir (north); NLGA.
2. Mixed southern pine; SPIB.
3. Spruce-pine-fir; NLGA.
4. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.
5. Eastern softwoods; NeLMA.

C. For blocking not used for attachment of other construction, Utility, Stud, or No. 3 grade lumber of any species may be used provided that it is cut and selected to eliminate defects that will interfere with its attachment and purpose.

D. For blocking and nailers used for attachment of other construction, select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.

E. For furring strips for installing plywood or hardboard paneling, select boards with no knots capable of producing bent-over nails and damage to paneling.

2.5 PLYWOOD BACKING PANELS

A. Equipment Backing Panels: DOC PS 1, Exposure 1, C-D Plugged, fire-retardant treated, in thickness indicated or, if not indicated, not less than 3/4-inch (19-mm) nominal thickness.

2.6 FASTENERS

A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.

1. Where carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners of Type 304 stainless steel.

B. Nails, Brads, and Staples: ASTM F 1667.

C. Power-Driven Fasteners: NES NER-272.

D. Wood Screws: ASME B18.6.1.

E. Screws for Fastening to Metal Framing: ASTM C 1002, length as recommended by screw manufacturer for material being fastened.

F. Lag Bolts: ASME B18.2.1.

G. Bolts: Steel bolts complying with ASTM A 307, Grade A; with ASTM A 563 hex nuts and, where indicated, flat washers.

H. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to 6 times the load imposed when installed in unit masonry assemblies and equal to 4 times the load imposed when installed in concrete as determined by testing per ASTM E 488 conducted by a qualified independent testing and inspecting agency.

1. Material: Stainless steel with bolts and nuts complying with ASTM F 593 and ASTM F 594, Alloy Group 1 or 2.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Set carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit carpentry accurately to other construction. Locate furring, nailers, blocking, and similar supports to comply with requirements for attaching other construction.

B. Install plywood backing panels by fastening to studs; coordinate locations with utilities requiring backing panels. Install fire-retardant-treated plywood backing panels with classification marking of testing agency exposed to view.

C. Comply with AWPA M4 for applying field treatment to cut surfaces of preservative-treated lumber.

D. Securely attach carpentry work to substrate by anchoring and fastening as indicated, complying with the following:

1. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.
2. Table R602.3(1), "Fastener Schedule for Structural Members," and Table R602.3(2), "Alternate Attachments," in ICC's International Residential Code for One- and Two-Family Dwellings.
3. ICC-ES evaluation report for fastener.

3.2 PROTECTION

A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION 061053

SECTION 079200 - JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Silicone joint sealants.
2. Urethane joint sealants.
3. Latex joint sealants.
4. Acoustical joint sealants.

B. Related Sections:

1. Section 078413 "Penetration Firestopping" for sealing joints in fire-resistance-rated construction.
2. Section 088000 "Glazing" for glazing sealants.
3. Section 092900 "Gypsum Board" for sealing perimeter joints.
4. Section 093000 "Tiling" for sealing tile joints.

1.2 PRECONSTRUCTION TESTING

A. Preconstruction Field-Adhesion Testing: Before installing sealants, field test their adhesion to Project joint substrates as follows:

1. Locate test joints where indicated on Project or, if not indicated, as directed by Architect.
2. Conduct field tests for each application indicated below:

    a. Each kind of sealant and joint substrate indicated.

3. Notify Architect seven days in advance of dates and times when test joints will be erected.
4. Arrange for tests to take place with joint-sealant manufacturer's technical representative present.

    a. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.

        1) For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.

5. Report whether sealant failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. For sealants that fail adhesively, retest until satisfactory adhesion is obtained.
6. Evaluation of Preconstruction Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing, in absence of other indications of noncompliance with requirements, will be considered satisfactory. Do not use sealants that fail to adhere to joint substrates during testing.

1.3 ACTION SUBMITTALS

A. Product Data: For each joint-sealant product.

B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.

C. Samples for Verification: For each kind and color of joint sealant required, provide Samples with joint sealants in 1/2-inch- wide joints formed between two 6-inch- long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.

D. Joint-Sealant Schedule: Include the following information:

1. Joint-sealant application, joint location, and designation.
2. Joint-sealant manufacturer and product name.
3. Joint-sealant formulation.
4. Joint-sealant color.

1.4 INFORMATIONAL SUBMITTALS

A. Product test reports.

B. Preconstruction laboratory test reports.

C. Preconstruction field-adhesion-test reports.

D. Field-adhesion-test reports.

E. Sample warranties.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.

B. Source Limitations: Obtain each kind of joint sealant from single source from single manufacturer.

C. Product Testing: Test joint sealants using a qualified testing agency.

1. Testing Agency Qualifications: An independent testing agency qualified according to ASTM C 1021 to conduct the testing indicated.
2. Test according to SWRI's Sealant Validation Program for compliance with requirements specified by reference to ASTM C 920 for adhesion and cohesion under cyclic movement, adhesion-in-peel, and indentation hardness.

D. Mockups: Install sealant in mockups of assemblies specified in other Sections that are indicated to receive joint sealants specified in this Section. Use materials and installation methods specified in this Section.

E. Preinstallation Conference: Conduct conference at Project site.

1.6 PRECONSTRUCTION TESTING

A. Preconstruction Laboratory Testing: Submit to joint-sealant manufacturers, for testing indicated below, samples of materials that will contact or affect joint sealants.

1. Adhesion Testing: Use ASTM C 794 to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.
2. Compatibility Testing: Use ASTM C 1087 to determine sealant compatibility when in contact with glazing and gasket materials.
3. Stain Testing: Use ASTM C 1248 to determine stain potential of sealant when in contact with substrates.

B. Preconstruction Field-Adhesion Testing: Before installing sealants, field test their adhesion to Project joint substrates. Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1.1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.

1.7 WARRANTY

A. Special Installer's Warranty: Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.

1. Warranty Period: Two years from date of Substantial Completion.

B. Special Manufacturer's Warranty: Manufacturer agrees to furnish joint sealants to repair or replace those joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.

1. Warranty Period: 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 JOINT SEALANTS, GENERAL

A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.

B. VOC Content of Interior Sealants: Sealants and sealant primers used inside the weatherproofing system shall comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):

1. Architectural Sealants: 250 g/L.
2. Sealant Primers for Nonporous Substrates: 250 g/L.
3. Sealant Primers for Porous Substrates: 775 g/L.

C. Low-Emitting Interior Sealants: Sealants and sealant primers used inside the weatherproofing system shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

D. Liquid-Applied Joint Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied joint sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.

1. Suitability for Immersion in Liquids. Where sealants are indicated for Use I for joints that will be continuously immersed in liquids, provide products that have undergone testing according to ASTM C 1247. Liquid used for testing sealants is deionized water, unless otherwise indicated.

E. Stain-Test-Response Characteristics: Where sealants are specified to be nonstaining to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project.

F. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

2.2 SILICONE JOINT SEALANTS

A. Single-Component, Nonsag, Neutral-Curing Silicone Joint Sealant: ASTM C 920, Type S, Grade NS, Class 25, for Use NT.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

a. Dow Corning Corporation; 799.
b. GE Advanced Materials - Silicones; UltraGlaze SSG4000.
c. Polymeric Systems, Inc.; PSI-631.
d. Schnee-Morehead, Inc.; SM5731 Poly-Glaze Plus.

e. Tremco Incorporated; Tremsil 600.

B. Mildew-Resistant, Single-Component, Acid-Curing Silicone Joint Sealant: ASTM C 920, Type S, Grade NS, Class 25, for Use NT.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

a. Dow Corning Corporation; 786 Mildew Resistant.
b. GE Advanced Materials - Silicones; Sanitary SCS1700.
c. Tremco Incorporated; Tremsil 200 Sanitary.

2.3 URETHANE JOINT SEALANTS

A. Multicomponent, Nonsag, Traffic-Grade, Urethane Joint Sealant: ASTM C 920, Type M, Grade NS, Class 25, for Use T.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

a. Pecora Corporation; Dynatred.
b. Sika Corporation, Construction Products Division; Sikaflex - 2c NS.
c. Tremco Incorporated; Vulkem 227.

2.4 LATEX JOINT SEALANTS

A. Latex Joint Sealant: Acrylic latex or siliconized acrylic latex, ASTM C 834, Type OP, Grade NF.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

a. Bostik, Inc.; Chem-Calk 600.
b. Pecora Corporation; AC-20+.
c. Schnee-Morehead, Inc.; SM 8200.
d. Tremco Incorporated; Tremflex 834.

2.5 ACOUSTICAL JOINT SEALANTS

A. Acoustical Joint Sealant: Manufacturer's standard nonsag, paintable, nonstaining latex sealant complying with ASTM C 834. Product effectively reduces airborne sound transmission through perimeter joints and openings in building construction as demonstrated by testing representative assemblies according to ASTM E 90.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

a. Pecora Corporation; AC-20 FTR.
b. Tremco, Tremco Acoustical Sealant
c. USG Corporation; SHEETROCK Acoustical Sealant.

2.6 JOINT-SEALANT BACKING

A. General: Provide sealant backings of material that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

B. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin) and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

2.7 MISCELLANEOUS MATERIALS

A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.

B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials.

C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:

1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
    a. Concrete.
    b. Masonry.
    c. Unglazed surfaces of ceramic tile.
3. Remove laitance and form-release agents from concrete.
4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
    a. Metal.
    b. Glass.
    c. Porcelain enamel.
    d. Glazed surfaces of ceramic tile.

B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

A. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated. Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.

B. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.

1. Do not leave gaps between ends of sealant backings.
2. Do not stretch, twist, puncture, or tear sealant backings.
3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.

C. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.

D. Install sealants using proven techniques that comply with the following and at the same time backings are installed:

1. Place sealants so they directly contact and fully wet joint substrates.
2. Completely fill recesses in each joint configuration.
3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

E. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.

1. Remove excess sealant from surfaces adjacent to joints.
2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
3. Provide concave joint profile per Figure 8A in ASTM C 1193, unless otherwise indicated.
4. Provide flush joint profile where indicated per Figure 8B in ASTM C 1193.
5. Provide recessed joint configuration of recess depth and at locations indicated per Figure 8C in ASTM C 1193.

    a. Use masking tape to protect surfaces adjacent to recessed tooled joints.

F. Installation of Preformed Silicone-Sealant System: Comply with the following requirements:

1. Apply masking tape to each side of joint, outside of area to be covered by sealant system.
2. Apply silicone sealant to each side of joint to produce a bead of size complying with preformed silicone-sealant system manufacturer's written instructions and covering a bonding area of not less than 3/8 inch. Hold edge of sealant bead 1/4 inch inside masking tape.
3. Within 10 minutes of sealant application, press silicone extrusion into sealant to wet extrusion and substrate. Use a roller to apply consistent pressure and ensure uniform contact between sealant and both extrusion and substrate.
4. Complete installation of sealant system in horizontal joints before installing in vertical joints. Lap vertical joints over horizontal joints. At ends of joints, cut silicone extrusion with a razor knife.

G. Installation of Preformed Foam Sealants: Install each length of sealant immediately after removing protective wrapping. Do not pull or stretch material. Produce seal continuity at ends, turns, and intersections of joints. For applications at low ambient temperatures, apply heat to sealant in compliance with sealant manufacturer's written instructions.

H. Acoustical Sealant Installation: At sound-rated assemblies and elsewhere as indicated, seal construction at perimeters, behind control joints, and at openings and penetrations with a continuous bead of acoustical sealant. Install acoustical sealant at both faces of partitions at

perimeters and through penetrations. Comply with ASTM C 919 and with manufacturer's written recommendations.

3.4 FIELD QUALITY CONTROL

A. Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:

1. Extent of Testing: Test completed and cured sealant joints as follows:

    a. Perform 10 tests for the first 1000 feet of joint length for each kind of sealant and joint substrate.
    b. Perform 1 test for each 1000 feet of joint length thereafter or 1 test per each floor per elevation.

2. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.

    a. For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.

3. Inspect tested joints and report on the following:

    a. Whether sealants filled joint cavities and are free of voids.
    b. Whether sealant dimensions and configurations comply with specified requirements.
    c. Whether sealants in joints connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. Compare these results to determine if adhesion passes sealant manufacturer's field-adhesion hand-pull test criteria.

4. Record test results in a field-adhesion-test log. Include dates when sealants were installed, names of persons who installed sealants, test dates, test locations, whether joints were primed, adhesion results and percent elongations, sealant fill, sealant configuration, and sealant dimensions.
5. Repair sealants pulled from test area by applying new sealants following same procedures used originally to seal joints. Ensure that original sealant surfaces are clean and that new sealant contacts original sealant.

B. Evaluation of Field-Adhesion Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

3.5 JOINT SCHEDULE

A. Joint-Sealant Application: Interior joints in vertical surfaces and horizontal nontraffic surfaces[<**JS-#**>].

1. Joint Locations:

a. Control and expansion joints on exposed interior surfaces of exterior walls.
b. Tile control and expansion joints.
c. Vertical joints on exposed surfaces of unit masonry, concrete, walls, and partitions.
d. Perimeter joints between interior wall surfaces and frames of interior doors, windows and elevator entrances.
e. Other joints as indicated.

1. Joint Sealant: Latex.

B. Joint-Sealant Application: Mildew-resistant interior joints in vertical surfaces and horizontal nontraffic surfaces.

1. Joint Sealant Location:
a. Joints between plumbing fixtures and adjoining walls, floors, and counters.
b. Tile control and expansion joints where indicated.
c. Other joints as indicated.

2. Joint Sealant: Mildew resistant, single component, nonsag, neutral curing, Silicone.

C. Joint-Sealant Application: Interior acoustical joints in vertical surfaces and horizontal nontraffic surfaces.

1. Joint Location:
a. Acoustical joints where indicated.
b. Other joints as indicated.

2. Joint Sealant: Acoustical.

END OF SECTION 079200

SECTION 081113 - HOLLOW METAL DOORS AND FRAMES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:

1. Interior standard steel doors and frames.
2. Exterior standard steel doors and frames.

B. Related Requirements:

1. Section 087100 "Door Hardware" for door hardware for hollow-metal doors.

1.2 DEFINITIONS

A. Minimum Thickness: Minimum thickness of base metal without coatings according to NAAMM-HMMA 803 or ANSI/SDI A250.8.

1.3 COORDINATION

A. Coordinate anchorage installation for hollow-metal frames. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors. Deliver such items to Project site in time for installation.

B. Coordinate requirements for installation of door hardware, electrified door hardware, and access control and security systems.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, core descriptions, fire-resistance ratings, and finishes.

B. Shop Drawings: Include the following:

1. Elevations of each door type.
2. Details of doors, including vertical- and horizontal-edge details and metal thicknesses.

3. Frame details for each frame type, including dimensioned profiles and metal thicknesses.
4. Details of accessories.

C. Product Schedule: For hollow-metal doors and frames, prepared by or under the supervision of supplier, using same reference numbers for details and openings as those on Drawings. Coordinate with final door hardware schedule.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver hollow-metal doors and frames palletized, packaged, or crated to provide protection during transit and Project-site storage. Do not use nonvented plastic.

1. Provide additional protection to prevent damage to factory-finished units.

B. Deliver welded frames with two removable spreader bars across bottom of frames, tack welded to jambs and mullions.

C. Store hollow-metal doors and frames vertically under cover at Project site with head up. Place on minimum 4-inch- high wood blocking. Provide minimum 1/4-inch space between each stacked door to permit air circulation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Apex Industries, Inc.
2. Ceco Door; ASSA ABLOY.
3. Curries Company; ASSA ABLOY.
4. LaForce, Inc.
5. National Custom Hollow Metal Doors & Frames.
6. North American Door Corp.
7. Philipp Manufacturing Co (The).
8. Republic Doors and Frames.
9. Steelcraft; an Allegion brand.

2.2 PERFORMANCE REQUIREMENTS

A. Fire-Rated Door Assemblies: Assemblies complying with NFPA 80 that are listed and labeled by a qualified testing agency acceptable to authorities having jurisdiction for fire-protection ratings[and temperature-rise limits] indicated on Drawings, based on testing at positive pressure according to NFPA 252 or UL 10C.

1. Smoke- and Draft-Control Door Assemblies: Listed and labeled for smoke and draft control by a qualified testing agency acceptable to authorities having jurisdiction, based on testing according to UL 1784 and installed in compliance with NFPA 105.
2. Oversize Fire-Rated Door Assemblies: For units exceeding sizes of tested assemblies, provide certification by a qualified testing agency that doors comply with standard construction requirements for tested and labeled fire-rated door assemblies except for size.

B. Fire-Rated, Borrowed-Lite Assemblies: Assemblies complying with NFPA 80 and listed and labeled by a qualified testing agency acceptable to authorities having jurisdiction, for fire-protection ratings indicated, based on testing according to NFPA 257 or UL 9.

C. Thermally Rated Door Assemblies: Provide door assemblies with U-factor of not more than 0.50 deg Btu/F x h x sq. ft. when tested according to ASTM C518.

2.3 INTERIOR STANDARD STEEL DOORS AND FRAMES

A. Construct hollow-metal doors and frames to comply with standards indicated for materials, fabrication, hardware locations, hardware reinforcement, tolerances, and clearances, and as specified.

B. Standard-Duty Doors and Frames: ANSI/SDI A250.8, Level 1; ANSI/SDI A250.4, Level C. Residential apartment unit frames..

1. Frames:

a. Materials: Metallic-coated steel sheet, minimum thickness of 0.042 inch.
b. Construction: Knocked down.
c. Casing: Manufacturer's standard applied steel casing at locations indicated.
d. Exposed Finish: Prime.

C. Heavy-Duty Doors and Frames: ANSI/SDI A250.8, Level 2; ANSI/SDI A250.4, Level B. Public and Facility use doors and frames.

1. Doors:

a. Type: As indicated in the Door and Frame Schedule.
b. Thickness: 1-3/4 inches.
c. Face: Metallic-coated steel sheet, minimum thickness of 0.042 inch.

d. Edge Construction: Model 1, Full Flush.
e. Edge Bevel: Bevel lock and hinge edges 1/8 inch in 2 inches.
f. Core: Manufacturer's standard Polystyrene.
g. Fire-Rated Core: Manufacturer's standard vertical steel stiffener core for fire-rated doors.

2. Frames:

a. Materials: Metallic-coated steel sheet, minimum thickness of 0.053 inch.
b. Construction: Full profile welded.

3. Exposed Finish: Prime.

2.4 EXTERIOR STANDARD STEEL DOORS AND FRAMES

A. Construct hollow-metal doors and frames to comply with standards indicated for materials, fabrication, hardware locations, hardware reinforcement, tolerances, and clearances, and as specified.

B. Heavy-Duty Doors and Frames: ANSI/SDI A250.8, Level 2; ANSI/SDI A250.4, Level B. .At all exterior locations.

1. Doors:

a. Type: As indicated in the Door and Frame Schedule.
b. Thickness: 1-3/4 inches.
c. Face: Metallic-coated steel sheet, minimum thickness of 0.042 inch, with minimum A60 coating.
d. Edge Construction: Model 1, Full Flush.
e. Edge Bevel: Bevel lock and hinge edges 1/8 inch in 2 inches.
f. Top Edge Closures: Close top edges of doors with flush closures of same material as face sheets. Seal joints against water penetration.
g. Bottom Edges: Close bottom edges of doors[where required for attachment of weather stripping] with end closures or channels of same material as face sheets. Provide weep-hole openings in bottoms of exterior doors to permit moisture to escape.
h. Core: Polystyrene .

2. Frames:

a. Materials: Metallic-coated steel sheet, minimum thickness of 0.053 inch, with minimum A60 coating.
b. Construction: Full profile welded.

3. Exposed Finish: Prime.

2.5 FRAME ANCHORS

A. Jamb Anchors:

1. Type: Anchors of minimum size and type required by applicable door and frame standard, and suitable for performance level indicated.
2. Postinstalled Expansion Anchor: Minimum 3/8-inch diameter bolts with expansion shields or inserts, with manufacturer's standard pipe spacer.

B. Material: ASTM A879/A879M, Commercial Steel (CS), 04Z coating designation; mill phosphatized.

1. For anchors built into exterior walls, steel sheet complying with ASTM A1008/A1008M or ASTM A1011/A1011M; hot-dip galvanized according to ASTM A153/A153M, Class B.

2.6 MATERIALS

A. Cold-Rolled Steel Sheet: ASTM A1008/A1008M, Commercial Steel (CS), Type B; suitable for exposed applications.

B. Hot-Rolled Steel Sheet: ASTM A1011/A1011M, Commercial Steel (CS), Type B; free of scale, pitting, or surface defects; pickled and oiled.

C. Metallic-Coated Steel Sheet: ASTM A653/A653M, Commercial Steel (CS), Type B.

D. Inserts, Bolts, and Fasteners: Hot-dip galvanized according to ASTM A153/A153M.

E. Power-Actuated Fasteners in Concrete: Fastener system of type suitable for application indicated, fabricated from corrosion-resistant materials, with clips or other accessory devices for attaching hollow-metal frames of type indicated.

F. Mineral-Fiber Insulation: ASTM C665, Type I (blankets without membrane facing); consisting of fibers manufactured from slag or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively; passing ASTM E136 for combustion characteristics.

G. Glazing: Comply with requirements in Section 088000 "Glazing."

2.7 FABRICATION

A. Door Astragals: Provide overlapping astragal on one leaf of pairs of doors where required by NFPA 80 for fire-performance rating or where indicated. Extend minimum 3/4 inch beyond edge of door on which astragal is mounted or as required to comply with published listing of qualified testing agency.

B. Hollow-Metal Frames: Fabricate in one piece except where handling and shipping limitations require multiple sections. Where frames are fabricated in sections, provide alignment plates or angles at each joint, fabricated of metal of same or greater thickness as frames.

1. Transom Bar Frames: Provide closed tubular members with no visible face seams or joints, fabricated from same material as door frame. Fasten members at crossings and to jambs by welding[, or by rigid mechanical anchors].
2. Provide countersunk, flat or oval-head exposed screws and bolts for exposed fasteners unless otherwise indicated.
3. Door Silencers: Except on weather-stripped frames, drill stops to receive door silencers as follows. Keep holes clear during construction.

    a. Single-Door Frames: Drill stop in strike jamb to receive three door silencers.
    b. Double-Door Frames: Drill stop in head jamb to receive two door silencers.

C. Hardware Preparation: Factory prepare hollow-metal doors and frames to receive templated mortised hardware, and electrical wiring; include cutouts, reinforcement, mortising, drilling, and tapping according to ANSI/SDI A250.6, the Door Hardware Schedule, and templates.

1. Reinforce doors and frames to receive nontemplated, mortised, and surface-mounted door hardware.
2. Comply with BHMA A156.115 for preparing hollow-metal doors and frames for hardware.

D. Glazed Lites: Provide stops and moldings around glazed lites where indicated. Form corners of stops and moldings with butted hairline joints.

1. Provide stops and moldings flush with face of door, and with [beveled] [square] stops unless otherwise indicated.
2. Multiple Glazed Lites: Provide fixed and removable stops and moldings so that each glazed lite is capable of being removed independently.
3. Provide fixed frame moldings on outside of exterior and on secure side of interior doors and frames. Provide loose stops and moldings on inside of hollow-metal doors and frames.
4. Coordinate rabbet width between fixed and removable stops with glazing and installation types indicated.
5. Provide stops for installation with countersunk flat- or oval-head machine screws spaced uniformly not more than 9 inches o.c. and not more than 2 inches o.c. from each corner.

2.8 STEEL FINISHES

A. Prime Finish: Clean, pretreat, and apply manufacturer's standard primer.

1. Shop Primer: Manufacturer's standard, fast-curing, lead- and chromate-free primer complying with ANSI/SDI A250.10; recommended by primer manufacturer for substrate; compatible with substrate and field-applied coatings despite prolonged exposure.

PART 3 - EXECUTION

3.1 PREPARATION

A. Remove welded-in shipping spreaders installed at factory. Restore exposed finish by grinding, filling, and dressing, as required to make repaired area smooth, flush, and invisible on exposed faces. Touch up factory-applied finishes where spreaders are removed.

B. Drill and tap doors and frames to receive nontemplated, mortised, and surface-mounted door hardware.

3.2 INSTALLATION

A. Install hollow-metal doors and frames plumb, rigid, properly aligned, and securely fastened in place. Comply with approved Shop Drawings and with manufacturer's written instructions.

B. Hollow-Metal Frames: Comply with ANSI/SDI A250.11.

1. Set frames accurately in position; plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is complete, remove temporary braces without damage to completed Work.

    a. Where frames are fabricated in sections, field splice at approved locations by welding face joint continuously; grind, fill, dress, and make splice smooth, flush, and invisible on exposed faces. Touch-up finishes.
    b. Install frames with removable stops located on secure side of opening.

2. Fire-Rated Openings: Install frames according to NFPA 80.

3. Solidly pack mineral-fiber insulation inside frames.
4. Masonry Walls: Coordinate installation of frames to allow for solidly filling space between frames and masonry with grout or mortar.
5. In-Place Concrete or Masonry Construction: Secure frames in place with postinstalled expansion anchors. Countersink anchors, and fill and make smooth, flush, and invisible on exposed faces.
6. Installation Tolerances: Adjust hollow-metal frames to the following tolerances:

a. Squareness: Plus or minus 1/16 inch, measured at door rabbet on a line 90 degrees from jamb perpendicular to frame head.
b. Alignment: Plus or minus 1/16 inch, measured at jambs on a horizontal line parallel to plane of wall.
c. Twist: Plus or minus 1/16 inch, measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall.
d. Plumbness: Plus or minus 1/16 inch, measured at jambs at floor.

C. Hollow-Metal Doors: Fit and adjust hollow-metal doors accurately in frames, within clearances specified below.

1. Non-Fire-Rated Steel Doors: Comply with ANSI/SDI A250.8.
2. Fire-Rated Doors: Install doors with clearances according to NFPA 80.

D. Glazing: Comply with installation requirements in Section 088000 "Glazing" and with hollow-metal manufacturer's written instructions.

3.3 REPAIR

A. Prime-Coat Touchup: Immediately after erection, sand smooth rusted or damaged areas of prime coat and apply touchup of compatible air-drying, rust-inhibitive primer.

B. Metallic-Coated Surface Touchup: Clean abraded areas and repair with galvanizing repair paint according to manufacturer's written instructions.

C. Factory-Finish Touchup: Clean abraded areas and repair with same material used for factory finish according to manufacturer's written instructions.

D. Touchup Painting: Cleaning and touchup painting of abraded areas of paint are specified in painting Sections.

END OF SECTION

SECTION 081416 - FLUSH WOOD DOORS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Solid-core doors with wood-veneer faces.
2. Factory finishing flush wood doors.
3. Factory fitting flush wood doors to frames and factory machining for hardware.

B. Related Requirements:

1. Section 088000 "Glazing" for glass view panels in flush wood doors.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of door. Include details of core and edge construction, and trim for openings. Include factory-finishing specifications.

B. Shop Drawings: Indicate location, size, and hand of each door; elevation of each kind of door; construction details not covered in Product Data; and the following:

1. Dimensions and locations of blocking.
2. Dimensions and locations of mortises and holes for hardware.
3. Dimensions and locations of cutouts.
4. Undercuts.
5. Requirements for veneer matching.
6. Doors to be factory finished and finish requirements.
7. Fire-protection ratings for fire-rated doors.

C. Samples for Verification:

1. Factory finishes applied to actual door face materials, approximately 8 by 10 inches, for each material and finish.
2. Corner sections of doors, approximately 8 by 10 inches, with door faces and edges representing actual materials to be used.
    a. Provide Samples for each species of veneer and solid lumber required.
    b. Provide Samples for each color, texture, and pattern of plastic laminate required.
    c. Finish veneer-faced door Samples with same materials proposed for factory-finished doors.
3. Frames for light openings, 6 inches long, for each material, type, and finish required.

1.3 INFORMATIONAL SUBMITTALS

A. Sample Warranty: For special warranty.

B. Quality Standard Compliance Certificates: AWI Quality Certification Program certificates.

1.4 QUALITY ASSURANCE

A. Manufacturer Qualifications: A qualified manufacturer that is certified for chain of custody by an FSC-accredited certification body and is a certified participant in AWI's Quality Certification Program.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Comply with requirements of referenced standard and manufacturer's written instructions.

B. Package doors individually in cardboard cartons and wrap bundles of doors in plastic sheeting.

C. Mark each door on top and bottom rail with opening number used on Shop Drawings.

1.6 FIELD CONDITIONS

A. Environmental Limitations: Do not deliver or install doors until spaces are enclosed and weathertight, wet work in spaces is complete and dry, and HVAC system is operating and maintaining temperature between 60 and 90 deg F and relative humidity is at occupancy levels during remainder of construction period.

1.7 WARRANTY

A. Special Warranty: Manufacturer agrees to repair or replace doors that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:

    a. Warping (bow, cup, or twist) more than 1/4 inch in a 42-by-84-inch section.
    b. Telegraphing of core construction in face veneers exceeding 0.01 inch in a 3-inch span.

2. Warranty shall also include installation and finishing that may be required due to repair or replacement of defective doors.
3. Warranty Period for Solid-Core Exterior Doors: Five years from date of Substantial Completion.
4. Warranty Period for Solid-Core Interior Doors: Life of installation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Source Limitations: Manufacturers: Subject to compliance with requirements, products by one of the following:

1. Algoma Hardwoods, Inc.
2. Eggers Industries.
3. Marshfield Door Systems, Inc.
4. Mohawk Doors; a Masonite company.
5. VT Industries, Inc.

B. Obtain flush wood doors from single manufacturer.

2.2 FLUSH WOOD DOORS, GENERAL

A. Quality Standard: In addition to requirements specified, comply with I.S.1-A, "Architectural Wood Flush Doors."

B. Low-Emitting Materials: Fabricate doors with adhesives and composite wood products that do not contain urea formaldehyde.

C. WDMA I.S.1-A Performance Grade:

1. Heavy Duty unless otherwise indicated.

D. Fire-Rated Wood Doors: Doors complying with NFPA 80 that are listed and labeled by a qualified testing agency, for fire-protection ratings indicated, based on testing at positive pressure according to NFPA 252 or UL 10C.

1. Cores: Provide core specified or mineral core as needed to provide fire-protection rating indicated.
2. Edge Construction: Provide edge construction with intumescent seals concealed by outer stile. Comply with specified requirements for exposed edges.
3. Pairs: Provide fire-retardant stiles that are listed and labeled for applications indicated without formed-steel edges and astragals. Provide stiles with concealed intumescent seals. Comply with specified requirements for exposed edges.

E. Smoke- and Draft-Control Door Assemblies: Listed and labeled for smoke and draft control, based on testing according to UL 1784.

F. Particleboard-Core Doors:

1. Particleboard: ANSI A208.1, Grade LD-1 made with binder containing no urea-formaldehyde.
2. Blocking: Provide wood blocking in particleboard-core doors as follows:

a. 5-inch top-rail blocking, in doors indicated to have closers.
b. 5-inch bottom-rail blocking, in exterior doors and doors indicated to have kick, mop, or armor plates.
c. 5-inch midrail blocking, in doors indicated to have exit devices.

3. Provide doors with glued-wood-stave cores instead of particleboard cores for doors indicated to receive exit devices.

2.3 VENEER-FACED DOORS FOR TRANSPARENT FINISH

A. Interior Solid-Core Doors:

1. Grade: Custom (Grade A faces).
2. Species: As indicated on sheet A141 Finish Legend.
3. Cut: Plain sliced.
4. Match between Veneer Leaves: Book match.
5. Assembly of Veneer Leaves on Door Faces: Balance match.
6. Pair and Set Match: Provide for doors hung in same opening or separated only by mullions.
7. Room Match: Provide door faces of compatible color and grain within each separate room or area of building.
8. Exposed Vertical and Top Edges: Same species as faces or a compatible species - edge Type A.
9.
10. Construction: Five plies. Stiles and rails are bonded to core, then entire unit is abrasive planed before veneering.
11. WDMA I.S.1-A Performance Grade: Heavy Duty.

2.4 LIGHT FRAMES AND LOUVERS

A. Wood Beads for Light Openings in Wood Doors: Provide manufacturer's standard wood beads unless otherwise indicated.

1. Wood Species: Same species as door faces.
2. Profile: Flush rectangular beads.

2.5 FABRICATION

A. Factory fit doors to suit frame-opening sizes indicated. Comply with clearance requirements of referenced quality standard for fitting unless otherwise indicated.

1. Comply with NFPA 80 requirements for fire-rated doors.

B. Factory machine doors for hardware that is not surface applied. Locate hardware to comply with DHI-WDHS-3. Comply with final hardware schedules, door frame Shop Drawings, BHMA-156.115-W, and hardware templates.

1. Coordinate with hardware mortises in metal frames to verify dimensions and alignment before factory machining.
2. Metal Astragals: Factory machine astragals and formed-steel edges for hardware for pairs of fire-rated doors.

C. Transom and Side Panels: Fabricate matching panels with same construction, exposed surfaces, and finish as specified for associated doors. Finish bottom edges of transoms and top edges of rabbeted doors same as door stiles.

1. Fabricate door and transom panels with full-width, solid-lumber, rabbeted, meeting rails. Provide factory-installed spring bolts for concealed attachment into jambs of metal door frames.

D. Openings: Factory cut and trim openings through doors.

1. Light Openings: Trim openings with moldings of material and profile indicated.
2. Glazing: Factory install glazing in doors indicated to be factory finished. Comply with applicable requirements in Section 088000 "Glazing."

2.6 FACTORY FINISHING

A. General: Comply with referenced quality standard for factory finishing. Complete fabrication, including fitting doors for openings and machining for hardware that is not surface applied, before finishing.

1. Finish faces, all four edges, edges of cutouts, and mortises. Stains and fillers may be omitted on bottom edges, edges of cutouts, and mortises.

B. Factory finish doors with custom color to match the existing facility doors.

C. Transparent Finish:

1. Grade: Custom.
2. Finish: AWI's, AWMAC's, and WI's "Architectural Woodwork Standards" catalyzed polyurethane.
3. Staining: As indicated on sheets 2A6.1, 3A6.1 and 4A6.1 Finish Legend.
4. Effect: Filled finish.
5. Sheen: Satin.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine doors and installed door frames, with Installer present, before hanging doors.

1. Verify that installed frames comply with indicated requirements for type, size, location, and swing characteristics and have been installed with level heads and plumb jambs.
2. Reject doors with defects.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Hardware: For installation, see Section 087100 "Door Hardware."

B. Installation Instructions: Install doors to comply with manufacturer's written instructions and referenced quality standard, and as indicated.

1. Install fire-rated doors according to NFPA 80.
2. Install smoke- and draft-control doors according to NFPA 105.

C. Job-Fitted Doors: Align and fit doors in frames with uniform clearances and bevels as indicated below; do not trim stiles and rails in excess of limits set by manufacturer or permitted for fire-rated doors. Machine doors for hardware. Seal edges of doors, edges of cutouts, and mortises after fitting and machining.

1. Clearances: Provide 1/8 inch at heads, jambs, and between pairs of doors. Provide 1/8 inch from bottom of door to top of decorative floor finish or covering unless otherwise indicated. Where threshold is shown or scheduled, provide 1/4 inch from bottom of door to top of threshold unless otherwise indicated.

a. Comply with NFPA 80 for fire-rated doors.

D. Factory-Fitted Doors: Align in frames for uniform clearance at each edge.

E. Factory-Finished Doors: Restore finish before installation if fitting or machining is required at Project site.

END OF SECTION 081416

SECTION 087100 – DOOR HARDWARE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes commercial door hardware for the following:

1. Swinging doors.
2. Sliding doors.
3. Other doors to the extent indicated.

B. Door hardware includes, but is not necessarily limited to, the following:

1. Mechanical door hardware.
2. Cylinders specified for doors in other sections.

C. Related Sections:

1. Division 08 Section “Hollow Metal Doors and Frames”.
2. Division 08 Section “Flush Wood Doors”.

D. Codes and References: Comply with the version year adopted by the Authority Having Jurisdiction.

1. ANSI A117.1 - Accessible and Usable Buildings and Facilities.
2. ICC/IBC - International Building Code.
3. NFPA 70 - National Electrical Code.
4. NFPA 80 - Fire Doors and Windows.
5. NFPA 101 - Life Safety Code.
6. NFPA 105 - Installation of Smoke Door Assemblies.
7. State Building Codes, Local Amendments.

E. Standards: All hardware specified herein shall comply with the following industry standards:

1. ANSI/BHMA Certified Product Standards - A156 Series
2. UL10C – Positive Pressure Fire Tests of Door Assemblies

1.3 SUBMITTALS

A. Product Data: Manufacturer's product data sheets including installation details, material descriptions, dimensions of individual components and profiles, operational descriptions and finishes.

B. Door Hardware Schedule: Prepared by or under the supervision of supplier, detailing fabrication and assembly of door hardware, as well as procedures and diagrams. Coordinate the final Door Hardware Schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.

1. Format: Comply with scheduling sequence and vertical format in DHI's "Sequence and Format for the Hardware Schedule."

2. Organization: Organize the Door Hardware Schedule into door hardware sets indicating complete designations of every item required for each door or opening. Organize door hardware sets in same order as in the Door Hardware Sets at the end of Part 3. Submittals that do not follow the same format and order as the Door Hardware Sets will be rejected and subject to resubmission.

3. Content: Include the following information:

    a. Type, style, function, size, label, hand, and finish of each door hardware item.
    b. Manufacturer of each item.
    c. Fastenings and other pertinent information.
    d. Location of door hardware set, cross-referenced to Drawings, both on floor plans and in door and frame schedule.
    e. Explanation of abbreviations, symbols, and codes contained in schedule.
    f. Mounting locations for door hardware.
    g. Door and frame sizes and materials.
    h. Warranty information for each product.

4. Submittal Sequence: Submit the final Door Hardware Schedule at earliest possible date, particularly where approval of the Door Hardware Schedule must precede fabrication of other work that is critical in the Project construction schedule. Include Product Data, Samples, Shop Drawings of other work affected by door hardware, and other information essential to the coordinated review of the Door Hardware Schedule.

C. Keying Schedule: After a keying meeting with the owner has taken place prepare a separate keying schedule detailing final instructions. Submit the keying schedule in electronic format. Include keying system explanation, door numbers, key set symbols, hardware set numbers and special instructions. Owner must approve submitted keying schedule prior to the ordering of permanent cylinders/cores.

D. Informational Submittals:

1. Product Test Reports: Indicating compliance with cycle testing requirements, based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified independent testing agency.

E. Operating and Maintenance Manuals: Provide manufacturers operating and maintenance manuals for each item comprising the complete door hardware installation in quantity as required in Division 01, Closeout Submittals.

1.4 QUALITY ASSURANCE

A. Manufacturers Qualifications: Engage qualified manufacturers with a minimum 5 years of documented experience in producing hardware and equipment similar to that indicated for this Project and that have a proven record of successful in-service performance.

B. Installer Qualifications: A minimum 3 years documented experience installing both standard and electrified door hardware similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.

C. Door Hardware Supplier Qualifications: Experienced commercial door hardware distributors with a minimum 5 years documented experience supplying both mechanical and electromechanical hardware installations comparable in material, design, and extent to that indicated for this Project. Supplier recognized as a factory direct distributor by the manufacturers of the primary materials with a warehousing facility in Project's vicinity. Supplier to have on staff a certified Architectural Hardware Consultant (AHC) available during the course of the Work to consult with Contractor, Architect, and Owner concerning both standard and electromechanical door hardware and keying.

D. Source Limitations: Obtain each type and variety of door hardware specified in this section from a single source unless otherwise indicated.

1. Electrified modifications or enhancements made to a source manufacturer's product line by a secondary or third party source will not be accepted.

E. Each unit to bear third party permanent label demonstrating compliance with the referenced standards.

F. Keying Conference: Conduct conference to comply with requirements in Division 01 Section "Project Meetings." Keying conference to incorporate the following criteria into the final keying schedule document:

1. Function of building, purpose of each area and degree of security required.
2. Plans for existing and future key system expansion.
3. Requirements for key control storage and software.
4. Installation of permanent keys, cylinder cores and software.
5. Address and requirements for delivery of keys.

G. Pre-Submittal Conference: Conduct coordination conference in compliance with requirements in Division 01 Section "Project Meetings" with attendance by representatives of Supplier(s), Installer(s), and Contractor(s) to review proper methods and the procedures for receiving, handling, and installing door hardware.

1. Prior to installation of door hardware, conduct a project specific training meeting to instruct the installing contractors' personnel on the proper installation and adjustment of their respective products. Product training to be attended by installers of door hardware (including electromechanical hardware) for aluminum, hollow metal and wood doors. Training will include the use of installation manuals, hardware schedules, templates and physical product samples as required.
2. Inspect and discuss electrical roughing-in, power supply connections, and other preparatory work performed by other trades.
3. Review sequence of operation narratives for each unique access controlled opening.
4. Review and finalize construction schedule and verify availability of materials.
5. Review the required inspecting, testing, commissioning, and demonstration procedures

H. At completion of installation, provide written documentation that components were applied to manufacturer's instructions and recommendations and according to approved schedule.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Inventory door hardware on receipt and provide secure lock-up and shelving for door hardware delivered to Project site. Do not store electronic access control hardware, software or accessories at Project site without prior authorization.

B. Tag each item or package separately with identification related to the final Door Hardware Schedule, and include basic installation instructions with each item or package.

C. Deliver, as applicable, permanent keys, cylinders, cores, access control credentials, software and related accessories directly to Owner via registered mail or overnight package service. Instructions for delivery to the Owner shall be established at the "Keying Conference".

1.6 COORDINATION

A. Templates: Obtain and distribute to the parties involved templates for doors, frames, and other work specified to be factory prepared for installing standard and electrified hardware. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing hardware to comply with indicated requirements.

B. Door and Frame Preparation: Doors and corresponding frames are to be prepared, reinforced and pre-wired (if applicable) to receive the installation of the specified electrified, monitoring, signaling and access control system hardware without additional in-field modifications.

1.7 MAINTENANCE SERVICE

A. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions as needed for Owner's continued adjustment, maintenance, and removal and replacement of door hardware.

PART 2 - PRODUCTS

2.1 SCHEDULED DOOR HARDWARE

A. General: Provide door hardware for each door to comply with requirements in Door Hardware Sets and each referenced section that products are to be supplied under.

B. Designations: Requirements for quantity, item, size, finish or color, grade, function, and other distinctive qualities of each type of door hardware are indicated in the Door Hardware Sets at the end of Part 3. Products are identified by using door hardware designations, as follows:

1. Named Manufacturer's Products: Product designation and manufacturer are listed for each door hardware type required for the purpose of establishing requirements. Manufacturers' names are abbreviated in the Door Hardware Schedule.

C. Products furnished, but not installed, under this Section include the following. Coordinating, purchasing, delivering, and scheduling remain requirements of this Section.

1. Permanent cylinders, cores, and keys to be installed by Owner.

D. Substitutions: Requests for substitution and product approval for inclusive mechanical and electromechanical door hardware in compliance with the specifications must be submitted in writing and in accordance with the procedures and time frames outlined in Division 01, Substitution Procedures. Approval of requests is at the discretion of the architect, owner, and their designated consultants.

2.2 HANGING DEVICES

A. Hinges: ANSI/BHMA A156.1 certified butt hinges with number of hinge knuckles and other options as specified in the Door Hardware Sets.

1. Quantity: Provide the following hinge quantity:

a. Two Hinges: For doors with heights up to 60 inches.
b. Three Hinges: For doors with heights 61 to 90 inches.
c. Four Hinges: For doors with heights 91 to 120 inches.
d. For doors with heights more than 120 inches, provide 4 hinges, plus 1 hinge for every 30 inches of door height greater than 120 inches.

2. Hinge Size: Provide the following, unless otherwise indicated, with hinge widths sized for door thickness and clearances required:

    a. Widths up to 3’0”: 4-1/2” standard or heavy weight as specified.
    b. Sizes from 3’1” to 4’0”: 5” standard or heavy weight as specified.

3. Hinge Weight and Base Material: Unless otherwise indicated, provide the following:

    a. Exterior Doors: Heavy weight, non-ferrous, ball bearing or oil impregnated bearing hinges unless Hardware Sets indicate standard weight.
    b. Interior Doors: Standard weight, steel, ball bearing or oil impregnated bearing hinges unless Hardware Sets indicate heavy weight.

4. Hinge Options: Comply with the following:

    a. Non-removable Pins: Provide set screw in hinge barrel that, when tightened into a groove in hinge pin, prevents removal of pin while door is closed; for the all out-swinging lockable doors.

5. Manufacturers:

    a. Hager Companies (HA).
    b. Ives (IV).
    c. McKinney Products; ASSA ABLOY Architectural Door Accessories (MK).
    d. Stanley Hardware (ST).

B. Continuous Geared Hinges: ANSI/BHMA A156.26 Grade 1-600 certified continuous geared hinge. with minimum 0.120-inch thick extruded 6060 T6 aluminum alloy hinge leaves and a minimum overall width of 4 inches. Hinges are non-handed, reversible and fabricated to template screw locations. Factory trim hinges to suit door height and prepare for electrical cut-outs.

1. Manufacturers:

    a. Hager Companies (HA).
    b. Ives (IV).
    c. Select (SL).

2.3 CYLINDERS AND KEYING

A. General: Cylinder manufacturer to have minimum (10) years experience designing secured master key systems and have on record a published security keying system policy.

1. Manufacturers:

    a. Schlage (SC) (Final Cores).
    b. Stanley Best (BE) (Construction Cores)

B. Coordinate keying requirements with State of Michigan Department of Technology, Management and Budget, Office of Infrastructure.

C. Cylinders: Original manufacturer cylinders complying with the following:

1. Mortise Type: Threaded cylinders with rings and cams to suit hardware application.
2. Rim Type: Cylinders with back plate, flat-type vertical or horizontal tailpiece, and raised trim ring.
3. Bored-Lock Type: Cylinders with tailpieces to suit locks.
4. Mortise and rim cylinder collars to be solid and recessed to allow the cylinder face to be flush and be free spinning with matching finishes.
5. Keyway: Match Facility Standard.

D. Permanent Cores: Manufacturer's standard; finish face to match lockset; complying with the following:

1. Interchangeable Cores: Core insert, removable by use of a special key; usable with other manufacturers' cylinders.

E. Key Quantity: Provide the following minimum number of keys:

1. Change Keys per Cylinder: Two (2) Three (3).
2. Master Keys (per Master Key Level/Group): Five (5).
3. Construction Keys (where required): Ten (10).
4. Construction Control Keys (where required): Two (2).
5. Permanent Control Keys (where required): Two (2).

F. Construction Keying: Provide temporary keyed construction cores.

G. Key Registration List (Bitting List):

1. Provide keying transcript list to Owner's representative in the proper format for importing into key control software.
2. Provide transcript list in writing or electronic file as directed by the Owner.

2.4 MECHANICAL LOCKS AND LATCHING DEVICES

A. Cylindrical Locksets, Grade 1 (Heavy Duty): ANSI/BHMA A156.2, Series 4000, Grade 1 certified.

1. Furnish with solid cast levers, standard 2 3/4” backset, and 1/2" (3/4" at rated paired openings) throw brass or stainless steel latchbolt.

2. Locks are to be non-handed and fully field reversible.

3. Manufacturers:

a. Stanley Best (BE) – 9K Series.

b. No Substitution.

2.5 LOCK AND LATCH STRIKES

A. Strikes: Provide manufacturer's standard strike with strike box for each latch or lock bolt, with curved lip extended to protect frame, finished to match door hardware set, unless otherwise indicated, and as follows:

1. Flat-Lip Strikes: For locks with three-piece antifriction latchbolts, as recommended by manufacturer.
2. Extra-Long-Lip Strikes: For locks used on frames with applied wood casing trim.
3. Aluminum-Frame Strike Box: Provide manufacturer's special strike box fabricated for aluminum framing.
4. Double-lipped strikes: For locks at double acting doors. Furnish with retractable stop for rescue hardware applications.

B. Standards: Comply with the following:

1. Strikes for Mortise Locks and Latches: BHMA A156.13.
2. Strikes for Bored Locks and Latches: BHMA A156.2.
3. Strikes for Auxiliary Deadlocks: BHMA A156.36.
4. Dustproof Strikes: BHMA A156.16.

2.6 CONVENTIONAL EXIT DEVICES

A. General Requirements: All exit devices specified herein shall meet or exceed the following criteria:

1. At doors not requiring a fire rating, provide devices complying with NFPA 101 and listed and labeled for "Panic Hardware" according to UL305. Provide proper fasteners as required by manufacturer including sex nuts and bolts at openings specified in the Hardware Sets.

2. Where exit devices are required on fire rated doors, provide devices complying with NFPA 80 and with UL labeling indicating "Fire Exit Hardware". Provide devices with the proper fasteners for installation as tested and listed by UL. Consult manufacturer’s catalog and template book for specific requirements.

3. Except on fire rated doors, provide exit devices with hex key dogging device to hold the pushbar and latch in a retracted position. Provide optional keyed cylinder dogging on devices where specified in Hardware Sets.

4. Devices must fit flat against the door face with no gap that permits unauthorized dogging of the push bar. The addition of filler strips is required in any case where the door light extends behind the device as in a full glass configuration.

5. Lever Operating Trim: Where exit devices require lever trim, furnish manufacturer's heavy duty escutcheon trim with threaded studs for thru-bolts.

    a. Lock Trim Design: As indicated in Hardware Sets, provide finishes and designs to match that of the specified locksets.
    b. Where function of exit device requires a cylinder, provide a cylinder (Rim or Mortise) as specified in Hardware Sets.

6. Vertical Rod Exit Devices: Where surface or concealed vertical rod exit devices are used at interior openings, provide as less bottom rod (LBR) unless otherwise indicated. Provide dust proof strikes where thermal pins are required to project into the floor.

7. Narrow Stile Applications: At doors constructed with narrow stiles, or as specified in Hardware Sets, provide devices designed for maximum 2” wide stiles.

8. Dummy Push Bar: Nonfunctioning push bar matching functional push bar.

9. Rail Sizing: Provide exit device rails factory sized for proper door width application.

10. Through Bolt Installation: For exit devices and trim as indicated in Door Hardware Sets.

B. Conventional Push Rail Exit Devices (Heavy Duty): ANSI/BHMA A156.3, Grade 1 certified panic and fire exit hardware devices furnished in the functions specified in the Hardware Sets. Exit device latch to be stainless steel, pullman type, with deadlock feature.

1. Manufacturers:

    a. Von Duprin (VD) – 98/99 Series.
    b. No Substitution.

2.7 DOOR CLOSERS

A. All door closers specified herein shall meet or exceed the following criteria:

1. General: Door closers to be from one manufacturer, matching in design and style, with the same type door preparations and templates regardless of application or spring size. Closers to be non-handed with full sized covers including installation and adjusting information on inside of cover.

2. Standards: Closers to comply with UL-10C for Positive Pressure Fire Test and be U.L. listed for use of fire rated doors.

3. Size of Units: Comply with manufacturer's written recommendations for sizing of door closers depending on size of door, exposure to weather, and anticipated frequency of use. Where closers are indicated for doors required to be accessible to the physically handicapped, provide units complying with ANSI ICC/A117.1.

4. Closer Arms: Provide heavy duty, forged steel closer arms unless otherwise indicated in Hardware Sets.

5. Closers shall not be installed on exterior or corridor side of doors; where possible install closers on door for optimum aesthetics.

6. Closer Accessories: Provide door closer accessories including custom templates, special mounting brackets, spacers and drop plates as required for proper installation. Provide through-bolt and security type fasteners as specified in the hardware sets.

B. Door Closers, Surface Mounted (Large Body Cast Iron): ANSI/BHMA A156.4, Grade 1 surface mounted, heavy duty door closers with complete spring power adjustment, sizes 1 thru 6; and fully operational adjustable according to door size, frequency of use, and opening force. Closers to be rack and pinion type, one piece cast iron body construction, with adjustable backcheck and separate non-critical valves for closing sweep and latch speed control.

1. Manufacturers:

a. LCN Closers (LC) - 4000 Series.
b. No Substitution.

2.8 ARCHITECTURAL TRIM

A. Door Protective Trim

1. General: Door protective trim units to be of type and design as specified below or in the Hardware Sets.

2. Size: Fabricate protection plates (kick, armor, or mop) not more than 2" less than door width (LDW) on stop side of single doors and 1” LDW on stop side of pairs of doors, and not more than 1" less than door width on pull side. Coordinate and provide proper width and height as required where conflicting hardware dictates. Height to be as specified in the Hardware Sets.

3. Where plates are applied to fire rated doors with the top of the plate more than 16” above the bottom of the door, provide plates complying with NFPA 80. Consult manufacturer’s catalog and template book for specific requirements for size and applications.

4. Protection Plates: ANSI/BHMA A156.6 certified protection plates (kick, armor, or mop), fabricated from the following:

5. Options and fasteners: Provide manufacturer's designated fastener type as specified in the Hardware Sets. Provide countersunk screw holes.

6. Manufacturers:

a. Hager Companies (HA).
b. Ives (IV).

c. Rockwood Products; ASSA ABLOY Architectural Door Accessories (RO).

2.9 DOOR STOPS AND HOLDERS

A. General: Door stops and holders to be of type and design as specified below or in the Hardware Sets.

B. Door Stops and Bumpers: ANSI/BHMA A156.16, Grade 1 certified door stops and wall bumpers. Provide wall bumpers, either convex or concave types with anchorage as indicated, unless floor or other types of door stops are specified in Hardware Sets. Do not mount floor stops where they will impede traffic. Where floor or wall bumpers are not appropriate, provide overhead type stops and holders.

1. Manufacturers:

a. Hager Companies (HA).
b. Ives (IV).
c. Rockwood Products; ASSA ABLOY Architectural Door Accessories (RO).

2.10 ARCHITECTURAL SEALS

A. General: Thresholds, weatherstripping, and gasket seals to be of type and design as specified below or in the Hardware Sets. Provide continuous weatherstrip gasketing on exterior doors and provide smoke, light, or sound gasketing on interior doors where indicated. At exterior applications provide non-corrosive fasteners and elsewhere where indicated.

B. Smoke Labeled Gasketing: Assemblies complying with NFPA 105 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for smoke control ratings indicated, based on testing according to UL 1784.

1. Provide smoke labeled perimeter gasketing at all smoke labeled openings.

C. Fire Labeled Gasketing: Assemblies complying with NFPA 80 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire ratings indicated, based on testing according to UL-10C.

1. Provide intumescent seals as indicated to meet UL10C Standard for Positive Pressure Fire Tests of Door Assemblies, and NPFA 252, Standard Methods of Fire Tests of Door Assemblies.

D. Sound-Rated Gasketing: Assemblies that are listed and labeled by a testing and inspecting agency, for sound ratings indicated.

E. Replaceable Seal Strips: Provide only those units where resilient or flexible seal strips are easily replaceable and readily available from stocks maintained by manufacturer.

F. Manufacturers:

1. National Guard Products (NG).
2. Reese Enterprises, Inc. (RE).
3. Zero (ZE).

2.11 FABRICATION

A. Fasteners: Provide door hardware manufactured to comply with published templates generally prepared for machine, wood, and sheet metal screws. Provide screws according to manufacturers recognized installation standards for application intended.

2.12 FINISHES

A. Standard: Designations used in the Hardware Sets and elsewhere indicate hardware finishes complying with ANSI/BHMA A156.18, including coordination with traditional U.S. finishes indicated by certain manufacturers for their products.

B. Provide quality of finish, including thickness of plating or coating (if any), composition, hardness, and other qualities complying with manufacturer's standards, but in no case less than specified by referenced standards for the applicable units of hardware

C. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine scheduled openings, with Installer present, for compliance with requirements for installation tolerances, labeled fire door assembly construction, wall and floor construction, and other conditions affecting performance.

B. Notify architect of any discrepancies or conflicts between the door schedule, door types, drawings and scheduled hardware. Proceed only after such discrepancies or conflicts have been resolved in writing.

3.2 PREPARATION

A. Hollow Metal Doors and Frames: Comply with ANSI/DHI A115 series.

B. Wood Doors: Comply with ANSI/DHI A115-W series.

3.3 INSTALLATION

A. Install each item of mechanical and electromechanical hardware and access control equipment to comply with manufacturer's written instructions and according to specifications.

1. Installers are to be trained and certified by the manufacturer on the proper installation and adjustment of fire, life safety, and security products including: hanging devices; locking devices; closing devices; and seals.

B. Mounting Heights: Mount door hardware units at heights indicated in following applicable publications, unless specifically indicated or required to comply with governing regulations:

1. Standard Steel Doors and Frames: DHI's "Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames."
2. Wood Doors: DHI WDHS.3, "Recommended Locations for Architectural Hardware for Wood Flush Doors."
3. Where indicated to comply with accessibility requirements, comply with ANSI A117.1 "Accessibility Guidelines for Buildings and Facilities."
4. Provide blocking in drywall partitions where wall stops or other wall mounted hardware is located.

C. Retrofitting: Install door hardware to comply with manufacturer's published templates and written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work specified in Division 9 Sections. Do not install surface-mounted items until finishes have been completed on substrates involved.

D. Thresholds: Set thresholds for exterior and acoustical doors in full bed of sealant complying with requirements specified in Division 7 Section "Joint Sealants."

E. Storage: Provide a secure lock up for hardware delivered to the project but not yet installed. Control the handling and installation of hardware items so that the completion of the work will not be delayed by hardware losses before and after installation.

3.4 FIELD QUALITY CONTROL

A. Field Inspection: Supplier will perform a final inspection of installed door hardware and state in report whether work complies with or deviates from requirements, including whether door hardware is properly installed, operating and adjusted.

3.5 ADJUSTING

A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.

3.6 CLEANING AND PROTECTION

A. Protect all hardware stored on construction site in a covered and dry place. Protect exposed hardware installed on doors during the construction phase. Install any and all hardware at the latest possible time frame.

B. Clean adjacent surfaces soiled by door hardware installation.

C. Clean operating items as necessary to restore proper finish. Provide final protection and maintain conditions that ensure door hardware is without damage or deterioration at time of owner occupancy.

3.7 DEMONSTRATION

A. Instruct Owner's maintenance personnel to adjust, operate, and maintain mechanical and electromechanical door hardware.

3.8 DOOR HARDWARE SETS

A. The hardware sets represent the design intent and direction of the owner and architect. They are a guideline only and should not be considered a detailed hardware schedule. Discrepancies, conflicting hardware and missing items should be brought to the attention of the architect with corrections made prior to the bidding process. Omitted items not included in a hardware set should be scheduled with the appropriate additional hardware required for proper application and functionality.

B. The supplier is responsible for handing and sizing all products and providing the correct option for the appropriate door type and material where more than one is presented in the hardware sets. Quantities listed are for each pair of doors, or for each single door.

C. Manufacturer’s Abbreviations:

1. IV - Ives
2. BE - dormakaba Best
3. RC – Rutherford Controls
4. VD - Von Duprin
5. SC - Schlage
6. LC - LCN Closers

Hardware Sets

Set: 1.0

Doors: 106

3	Hinge	5BB1	626	IV
1	Storeroom Lock	9K37D 14K Less Core	626	BE
1	Construction Core	1CC6A2	Green	BE
1	Final Core	- Match existing SFIC system	26D	SC
1	Electric Strike	2164	32D	RC
1	Door Closer	4111 SCUSH	AL	LC
3	Silencer	SR64 / SR65-GRY		IV

Set: 2.0

Doors: 100A, 100B

3	Hinge	5BB1	626	IV
1	Storeroom Lock	9K37D 14K Less Core	626	BE
1	Construction Core	1CC6A2	Green	BE
1	Final Core	- Match existing SFIC system	26D	SC
1	Electric Strike	2164	32D	RC
1	Door Closer	4111 EDA	AL	LC
1	Wall Stop	WS407CCV / WS33	626	IV
3	Silencer	SR64 / SR65-GRY		IV
1	Card Reader	By Security Contractor		
1	Power Supply	By Security Contractor		

Set: 3.0

Doors: 101, 102, 103

3	Hinge	5BB1	626	IV
1	Office Lock	9K37A 14K Less Core	626	BE
1	Construction Core	1CC6A2	Green	BE
1	Final Core	- Match existing SFIC system	26D	SC
1	Wall Stop	WS407CCV / WS33	626	IV
3	Silencer	SR64 / SR65-GRY		IV

Notes:

Latch operated by lever either side, unless outside lever is locked or unlocked by key outside or thumb turn inside. Outside lever is unlocked by key outside or thumb turn inside. Latch is retracted by key outside when outside lever is locked. Inside lever always free.

Set: 4.0

Doors: 104, 107, 109, 110A, 110B, 114

3	Hinge	5BB1	626	IV
1	Passage Set	9K30N 14K	626	BE
1	Wall Stop	WS407CCV / WS33	626	IV
3	Silencer	SR64 / SR65-GRY		IV

END OF SECTION 087100

SECTION 088000 - GLAZING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes glazing for the following products and applications, including those specified in other Sections where glazing requirements are specified by reference to this Section:

1. Doors.
2. Storefront framing.

1.2 DEFINITIONS

A. Glass Manufacturers: Firms that produce primary glass, fabricated glass, or both, as defined in referenced glazing publications.

B. Glass Thicknesses: Indicated by thickness designations in millimeters according to ASTM C 1036.

C. Interspace: Space between lites of an insulating-glass unit.

1.3 PERFORMANCE REQUIREMENTS

A. General: Installed glazing systems shall withstand normal thermal movement and wind and impact loads (where applicable) without failure, including loss or glass breakage attributable to the following: defective manufacture, fabrication, or installation; failure of sealants or gaskets to remain watertight and airtight; deterioration of glazing materials; or other defects in construction.

B. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes acting on glass framing members and glazing components.

1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.

1.4 ACTION SUBMITTALS

A. Product Data: For each glass product and glazing material indicated.

B. Glass Samples: For each type of glass product other than clear monolithic vision glass; 12 inches square.

C. Glazing Schedule: List glass types and thicknesses for each size opening and location. Use same designations indicated on Drawings.

1.5 INFORMATIONAL SUBMITTALS

A. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for tinted glass, coated glass, insulating glass, glazing sealants and glazing gaskets.

1. For glazing sealants, provide test reports based on testing current sealant formulations within previous 36-month period.

B. Preconstruction adhesion and compatibility test report.

C. Warranties: Sample of special warranties.

1.6 QUALITY ASSURANCE

A. Glazing Publications: Comply with published recommendations of glass product manufacturers and organizations below, unless more stringent requirements are indicated. Refer to these publications for glazing terms not otherwise defined in this Section or in referenced standards.

B. Safety Glazing Labeling: Where safety glazing labeling is indicated, permanently mark glazing with certification label of the SGCC. Label shall indicate manufacturer's name, type of glass, thickness, and safety glazing standard with which glass complies.

C. Fire-Protection-Rated Glazing Labeling: Permanently mark fire-protection-rated glazing with certification label of a testing agency acceptable to authorities having jurisdiction. Label shall indicate manufacturer's name, test standard, whether glazing is for use in fire doors or other openings, whether or not glazing passes hose-stream test, whether or not glazing has a temperature rise rating of 450 deg F, and the fire-resistance rating in minutes.

D. Insulating-Glass Certification Program: Permanently marked either on spacers or on at least one component lite of units with appropriate certification label of IGCC.

1.7 WARRANTY

A. Manufacturer's Special Warranty for Coated-Glass Products: Manufacturer's standard form in which coated-glass manufacturer agrees to replace coated-glass units that deteriorate within specified warranty period. Deterioration of coated glass is defined as defects developed from normal use that are not attributed to glass breakage or to maintaining and cleaning coated glass contrary to manufacturer's written instructions. Defects include peeling, cracking, and other indications of deterioration in coating.

1. Warranty Period: 10 years from date of Substantial Completion.

B. Manufacturer's Special Warranty on Laminated Glass: Manufacturer's standard form in which laminated-glass manufacturer agrees to replace laminated-glass units that deteriorate within specified warranty period. Deterioration of laminated glass is defined as defects developed from normal use that are not attributed to glass breakage or to maintaining and cleaning laminated glass contrary to manufacturer's written instructions. Defects include edge separation, delamination materially obstructing vision through glass, and blemishes exceeding those allowed by referenced laminated-glass standard.

1. Warranty Period: 10 years from date of Substantial Completion.

C. Manufacturer's Special Warranty on Insulating Glass: Manufacturer's standard form in which insulating-glass manufacturer agrees to replace insulating-glass units that deteriorate within specified warranty period. Deterioration of insulating glass is defined as failure of hermetic seal under normal use that is not attributed to glass breakage or to maintaining and cleaning insulating glass contrary to manufacturer's written instructions. Evidence of failure is the obstruction of vision by dust, moisture, or film on interior surfaces of glass.

1. Warranty Period: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 GLASS PRODUCTS, GENERAL

A. Thickness: Where glass thickness is indicated, it is a minimum. Provide glass lites in thicknesses as needed to comply with requirements indicated.

B. Strength: Where float glass is indicated, provide annealed float glass, Kind HS heat-treated float glass, or Kind FT heat-treated float glass as needed to comply with "Performance Requirements" Article. Where heat-strengthened glass is indicated, provide Kind HS heat-treated float glass or Kind FT heat-treated float glass as needed to comply with "Performance Requirements" Article. Where fully tempered glass is indicated, provide Kind FT heat-treated float glass.

C. Thermal and Optical Performance Properties: Provide glass with performance properties specified, as indicated in manufacturer's published test data, based on procedures indicated below:

1. U-Factors: Center-of-glazing values, according to NFRC 100 and based on LBL's WINDOW 5.2 computer program, expressed as Btu/sq. ft. x h x deg F.
2. Solar Heat-Gain Coefficient and Visible Transmittance: Center-of-glazing values, according to NFRC 200 and based on LBL's WINDOW 5.2 computer program.
3. Visible Reflectance: Center-of-glazing values, according to NFRC 300.

2.2 GLASS PRODUCTS

A. Float Glass: ASTM C 1036, Type I, Quality-Q3, Class I (clear) unless otherwise indicated.

B. Ultraclear Float Glass: ASTM C 1036, Type I, Quality-Q3, Class I, complying with other requirements specified and with visible light transmission not less than 91 percent.

1. Products: Subject to compliance with requirements, provide one of the following:

a. AFG Industries, Inc.; Krystal Klear.
b. Guardian Industries Corp.; Ultrawhite.
c. Pilkington North America; Optiwhite.
d. PPG Industries, Inc.; Starphire.

C. Heat-Treated Float Glass: ASTM C 1048; Type I; Quality-Q3; Class I (clear) unless otherwise indicated; of kind and condition indicated.

D. Uncoated Float Glass: Class 2, complying with other requirements specified.

1. Products: Subject to compliance with requirements, provide one of the following:

a. AFG Industries, Inc.; Krystal Klear.
b. Guardian Industries Corp.; Ultrawhite.
c. Pilkington North America; Optiwhite.
d. PPG Industries, Inc.; Starphire.

2. Visible Light Transmittance: 50% percent minimum.

E. One way vision glass, Transparent Mirror: ASTM 1376. ¼" Min. thickness.
1. Products:
a. Pilkington; Mirropane
b. Or approved equal

2.3 LAMINATED GLASS

A. Laminated Glass: ASTM C 1172, and complying with testing requirements in 16 CFR 1201 for Category II materials, and with other requirements specified. Use materials that have a proven record of no tendency to bubble, discolor, or lose physical and mechanical properties after fabrication and installation.

1. Construction: Laminate glass with polyvinyl butyral interlayer to comply with interlayer manufacturer's written recommendations.
2. Interlayer Thickness: Provide thickness not less than that indicated and as needed to comply with requirements.
3. Interlayer Color: Clear unless otherwise indicated.

2.4 GLAZING GASKETS

A. Dense Compression Gaskets: Molded or extruded gaskets of profile and hardness required to maintain watertight seal, made from one of the following:

1. Neoprene complying with ASTM C 864.
2. EPDM complying with ASTM C 864.
3. Silicone complying with ASTM C 1115.
4. Thermoplastic polyolefin rubber complying with ASTM C 1115.

B. Soft Compression Gaskets: Extruded or molded, closed-cell, integral-skinned neoprene, silicone or thermoplastic polyolefin rubber gaskets complying with ASTM C 509, Type II, black; of profile and hardness required to maintain watertight seal.

1. Application: Use where soft compression gaskets will be compressed by inserting dense compression gaskets on opposite side of glazing or pressure applied by means of pressure-glazing stops on opposite side of glazing.

2.5 GLAZING SEALANTS

A. General:

1. Compatibility: Provide glazing sealants that are compatible with one another and with other materials they will contact, including glass products, seals of insulating-glass units, and glazing channel substrates, under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
2. Suitability: Comply with sealant and glass manufacturers' written instructions for selecting glazing sealants suitable for applications indicated and for conditions existing at time of installation.
3. Sealants used inside the weatherproofing system, shall have a VOC content of not more than 250 g/L when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
4. Sealants used inside the weatherproofing system shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."
5. Colors of Exposed Glazing Sealants: As selected by Architect from manufacturer's full range.

B. Glazing Sealant: Neutral-curing silicone glazing sealant complying with ASTM C 920, Type S, Grade NS, Class 100/50, Use NT.

1. Products: Subject to compliance with requirements, provide one of the following:

a. Dow Corning Corporation; 790.
b. GE Advanced Materials - Silicones; SilPruf LM SCS2700.
c. Pecora Corporation; 890.
d. Tremco Incorporated; Spectrem 1.

C. Glazing Sealants for Fire-Rated Glazing Products: Products that are approved by testing agencies that listed and labeled fire-resistant glazing products with which they are used for applications and fire-protection ratings indicated.

2.6 GLAZING TAPES

A. Back-Bedding Mastic Glazing Tapes: Preformed, butyl-based, 100 percent solids elastomeric tape; nonstaining and nonmigrating in contact with nonporous surfaces; with or without spacer rod as recommended in writing by tape and glass manufacturers for application indicated; and complying with ASTM C 1281 and AAMA 800 for products indicated below:

1. AAMA 804.3 tape, where indicated.
2. AAMA 806.3 tape, for glazing applications in which tape is subject to continuous pressure.
3. AAMA 807.3 tape, for glazing applications in which tape is not subject to continuous pressure.

B. Expanded Cellular Glazing Tapes: Closed-cell, PVC foam tapes; factory coated with adhesive on both surfaces; and complying with AAMA 800 for the following types:

1. AAMA 810.1, Type 1, for glazing applications in which tape acts as the primary sealant.
2. AAMA 810.1, Type 2, for glazing applications in which tape is used in combination with a full bead of liquid sealant.

2.7 MISCELLANEOUS GLAZING MATERIALS

A. Decorative Window Film: 3M Fasara, Matte Crystal 1 or approved equal applied to the inside face of the glazing system.

B. Cleaners, Primers, and Sealers: Types recommended by sealant or gasket manufacturer.

C. Setting Blocks: Elastomeric material with a Shore, Type A durometer hardness of 85, plus or minus 5.

D. Spacers: Elastomeric blocks or continuous extrusions of hardness required by glass manufacturer to maintain glass lites in place for installation indicated.

E. Edge Blocks: Elastomeric material of hardness needed to limit glass lateral movement (side walking).

F. Cylindrical Glazing Sealant Backing: ASTM C 1330, Type O (open-cell material), of size and density to control glazing sealant depth and otherwise produce optimum glazing sealant performance.

G. Perimeter Insulation for Fire-Resistive Glazing: Product that is approved by testing agency that listed and labeled fire-resistant glazing product with which it is used for application and fire-protection rating indicated.

2.8 MONOLITHIC-GLASS TYPES

A. Glass Type: Clear fully tempered float glass.

1. Thickness: 6.0 mm.
2. Provide safety glazing labeling.

2.9 LAMINATED-GLASS TYPES

A. Glass Type: Clear laminated glass with two plies of fully tempered float glass.

1. Thickness of Each Glass Ply: 3.0 mm.
2. Interlayer Thickness: 0.060 inch.
3. Provide safety glazing labeling.

PART 3 - EXECUTION

3.1 GLAZING, GENERAL

A. Comply with combined written instructions of manufacturers of glass, sealants, gaskets, and other glazing materials, unless more stringent requirements are indicated, including those in referenced glazing publications.

B. Adjust glazing channel dimensions as required by Project conditions during installation to provide necessary bite on glass, minimum edge and face clearances, and adequate sealant thicknesses, with reasonable tolerances.

C. Protect glass edges from damage during handling and installation. Remove damaged glass from Project site and legally dispose of off Project site. Damaged glass is glass with edge damage or other imperfections that, when installed, could weaken glass and impair performance and appearance.

D. Apply primers to joint surfaces where required for adhesion of sealants, as determined by preconstruction testing.

E. Install setting blocks in sill rabbets, sized and located to comply with referenced glazing publications, unless otherwise required by glass manufacturer. Set blocks in thin course of compatible sealant suitable for heel bead.

F. Do not exceed edge pressures stipulated by glass manufacturers for installing glass lites.

G. Provide spacers for glass lites where length plus width is larger than 50 inches.

H. Provide edge blocking where indicated or needed to prevent glass lites from moving sideways in glazing channel, as recommended in writing by glass manufacturer and according to requirements in referenced glazing publications.

3.2 TAPE GLAZING

A. Position tapes on fixed stops so that, when compressed by glass, their exposed edges are flush with or protrude slightly above sightline of stops.

B. Install tapes continuously, but not necessarily in one continuous length. Do not stretch tapes to make them fit opening.

C. Cover vertical framing joints by applying tapes to heads and sills first and then to jambs. Cover horizontal framing joints by applying tapes to jambs and then to heads and sills.

D. Place joints in tapes at corners of opening with adjoining lengths butted together, not lapped. Seal joints in tapes with compatible sealant approved by tape manufacturer.

E. Apply heel bead of elastomeric sealant.

F. Center glass lites in openings on setting blocks and press firmly against tape by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings.

G. Apply cap bead of elastomeric sealant over exposed edge of tape.

3.3 GASKET GLAZING (DRY)

A. Cut compression gaskets to lengths recommended by gasket manufacturer to fit openings exactly, with allowance for stretch during installation.

B. Insert soft compression gasket between glass and frame or fixed stop so it is securely in place with joints miter cut and bonded together at corners.

C. Installation with Drive-in Wedge Gaskets: Center glass lites in openings on setting blocks and press firmly against soft compression gasket by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings. Compress gaskets to produce a weathertight seal without developing bending stresses in glass. Seal gasket joints with sealant recommended by gasket manufacturer.

D. Installation with Pressure-Glazing Stops: Center glass lites in openings on setting blocks and press firmly against soft compression gasket. Install dense compression gaskets and pressure-glazing stops, applying pressure uniformly to compression gaskets. Compress gaskets to produce a weathertight seal without developing bending stresses in glass. Seal gasket joints with sealant recommended by gasket manufacturer.

E. Install gaskets so they protrude past face of glazing stops.

3.4 SEALANT GLAZING (WET)

A. Install continuous spacers, or spacers combined with cylindrical sealant backing, between glass lites and glazing stops to maintain glass face clearances and to prevent sealant from extruding into glass channel and blocking weep systems until sealants cure. Secure spacers or spacers and backings in place and in position to control depth of installed sealant relative to edge clearance for optimum sealant performance.

B. Force sealants into glazing channels to eliminate voids and to ensure complete wetting or bond of sealant to glass and channel surfaces.

C. Tool exposed surfaces of sealants to provide a substantial wash away from glass.

3.5 CLEANING AND PROTECTION

A. Protect exterior glass from damage immediately after installation by attaching crossed streamers to framing held away from glass. Do not apply markers to glass surface. Remove nonpermanent labels and clean surfaces.

B. Protect glass from contact with contaminating substances resulting from construction operations. If, despite such protection, contaminating substances do come into contact with glass, remove substances immediately as recommended in writing by glass manufacturer.

C. Examine glass surfaces adjacent to or below exterior concrete and other masonry surfaces at frequent intervals during construction, but not less than once a month, for buildup of dirt, scum, alkaline deposits, or stains; remove as recommended in writing by glass manufacturer.

D. Remove and replace glass that is broken, chipped, cracked, or abraded or that is damaged from natural causes, accidents, and vandalism, during construction period.

END OF SECTION 088000

SECTION 092216 - NON-STRUCTURAL METAL FRAMING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Non-load-bearing steel framing systems for interior gypsum board assemblies.
2. Suspension systems for interior gypsum ceilings, soffits, and grid systems.

B. Related Requirements:

1. Section 054000 "Cold-Formed Metal Framing" for exterior and interior load-bearing and exterior non-load-bearing wall studs; floor joists; roof rafters and ceiling joists; and roof trusses.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Fire-Test-Response Characteristics: For fire-resistance-rated assemblies that incorporate non-load-bearing steel framing, provide materials and construction identical to those tested in assembly indicated, according to ASTM E 119 by an independent testing agency.

B. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated, according to ASTM E 90 and classified according to ASTM E 413 by an independent testing agency.

2.2 FRAMING SYSTEMS

A. Recycled Content of Steel Products: Postconsumer recycled content plus one-half of preconsumer recycled content not less than 25 percent.

B. Framing Members, General: Comply with ASTM C 754 for conditions indicated.

1. Steel Sheet Components: Comply with ASTM C 645 requirements for metal unless otherwise indicated.
2. Protective Coating: ASTM A 653/A 653M, G40 hot-dip galvanized unless otherwise indicated.

C. Studs and Runners: ASTM C 645. Use either steel studs and runners or dimpled steel studs and runners.

1. Steel Studs and Runners:

a. Minimum Base-Metal Thickness: 0.033 inch.
b. Depth: As indicated on Drawings.

2. Dimpled Steel Studs and Runners:

a. Minimum Base-Metal Thickness: 0.033 inch.
b. Depth: As indicated on Drawings

D. Deflection Track: Steel sheet top runner manufactured to prevent cracking of finishes applied to interior partition framing resulting from deflection of structure above; in thickness not less than indicated for studs and in width to accommodate depth of studs.

a. Products: Subject to compliance with requirements, provide one of the following:

1) Dietrich Metal Framing; SLP-TRK Slotted Deflection Track.
2) Steel Network Inc. (The); VertiTrack VTD Series.
3) Superior Metal Trim; Superior Flex Track System (SFT).
4) Telling Industries; Vertical Slip Track.

E. Firestop Tracks: Top runner manufactured to allow partition heads to expand and contract with movement of the structure while maintaining continuity of fire-resistance-rated assembly indicated; in thickness not less than indicated for studs and in width to accommodate depth of studs.

1. Products: Subject to compliance with requirements, provide one of the following:

a. Fire Trak Corp.; Fire Trak System attached to studs with Fire Trak Posi Klip.
b. Metal-Lite, Inc.; The System.
c. Steel Network Inc. (The); VertiTrack VTD Series.

F. Cold-Rolled Channel Bridging: Steel, 0.053-inch minimum base-metal thickness, with minimum 1/2-inch- wide flanges.

1. Depth: As indicated on Drawings] [1-1/2 inches.
2. Clip Angle: Not less than 1-1/2 by 1-1/2 inches, 0.068-inch- thick, galvanized steel.

G. Hat-Shaped, Rigid Furring Channels: ASTM C 645.

1. Minimum Base-Metal Thickness: 0.033 inch.
2. Depth: As indicated on Drawings.

H. Resilient Furring Channels: 1/2-inch- deep, steel sheet members designed to reduce sound transmission.

1. Configuration: Asymmetrical or hat shaped.

I. Cold-Rolled Furring Channels: 0.053-inch uncoated-steel thickness, with minimum 1/2-inch-wide flanges.

1. Depth: 3/4 inch, unless otherwise indicated on the Drawings.
2. Furring Brackets: Adjustable, corrugated-edge type of steel sheet with minimum uncoated-steel thickness of 0.033 inch.
3. Tie Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, 0.062-inch- diameter wire, or double strand of 0.048-inch- diameter wire.

J. Z-Shaped Furring: With slotted or nonslotted web, face flange of 1-1/4 inches, wall attachment flange of 7/8 inch, minimum uncoated-metal thickness of 0.018 inch, and depth required to fit insulation thickness indicated.

2.3 SUSPENSION SYSTEMS

A. Tie Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, 0.062-inch- diameter wire, or double strand of 0.048-inch- diameter wire.

B. Hanger Attachments to Concrete:

1. Anchors: Fabricated from corrosion-resistant materials with holes or loops for attaching wire hangers and capable of sustaining, without failure, a load equal to 5 times that imposed by construction as determined by testing according to ASTM E 488 by an independent testing agency.

a. Type: Postinstalled, expansion anchor

C. Wire Hangers: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, 0.16 inch in diameter.

D. Flat Hangers: Steel sheet, 1 by 3/16 inch by length indicated, unless noted otherwise on the Drawings.

E. Carrying Channels: Cold-rolled, commercial-steel sheet with a base-metal thickness of 0.053 inch and minimum 1/2-inch- wide flanges.

1. Depth: As indicated on Drawings.

F. Furring Channels (Furring Members):

1. Cold-Rolled Channels: 0.053-inch uncoated-steel thickness, with minimum 1/2-inch-wide flanges, 3/4 inch deep.
2. Steel Studs and Runners: ASTM C 645.

   a. Minimum Base-Metal Thickness: 0.033 inch.
   b. Depth: As indicated on Drawings.

3. Dimpled Steel Studs and Runners: ASTM C 645.

   a. Minimum Base-Metal Thickness: 0.033 inch.
   b. Depth: As indicated on Drawings.

4. Hat-Shaped, Rigid Furring Channels: ASTM C 645, 7/8 inch deep.

   a. Minimum Base-Metal Thickness: 0.033 inch.

5. Resilient Furring Channels: 1/2-inch- deep members designed to reduce sound transmission.

   a. Configuration: Asymmetrical or hat shaped.

G. Grid Suspension System for Gypsum Board Ceilings: ASTM C 645, direct-hung system composed of main beams and cross-furring members that interlock.

1. Products: Subject to compliance with requirements, provide one of the following:

   a. Armstrong World Industries, Inc.; Drywall Grid Systems.
   b. Chicago Metallic Corporation; Drywall Grid System.
   c. USG Corporation; Drywall Suspension System.

2.4 AUXILIARY MATERIALS

A. General: Provide auxiliary materials that comply with referenced installation standards.

1. Fasteners for Metal Framing: Of type, material, size, corrosion resistance, holding power, and other properties required to fasten steel members to substrates.

B. Isolation Strip at Exterior Walls: Provide one of the following:

1. Asphalt-Saturated Organic Felt: ASTM D 226, Type I (No. 15 asphalt felt), nonperforated.
2. Foam Gasket: Adhesive-backed, closed-cell vinyl foam strips that allow fastener penetration without foam displacement, 1/8 inch thick, in width to suit steel stud size.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas and substrates, with Installer present, and including welded hollow-metal frames, cast-in anchors, and structural framing, for compliance with requirements and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Suspended Assemblies: Coordinate installation of suspension systems with installation of overhead structure to ensure that inserts and other provisions for anchorages to building structure have been installed to receive hangers at spacing required to support the Work and that hangers will develop their full strength.

1. Furnish concrete inserts and other devices indicated to other trades for installation in advance of time needed for coordination and construction.

B. Coordination with Sprayed Fire-Resistive Materials:

1. Before sprayed fire-resistive materials are applied, attach offset anchor plates or ceiling runners (tracks) to surfaces indicated to receive sprayed fire-resistive materials. Where offset anchor plates are required, provide continuous plates fastened to building structure not more than 24 inches o.c.
2. After sprayed fire-resistive materials are applied, remove them only to extent necessary for installation of non-load-bearing steel framing. Do not reduce thickness of fire-resistive materials below that required for fire-resistance ratings indicated. Protect adjacent fire-resistive materials from damage.

3.3 INSTALLATION, GENERAL

A. Installation Standard: ASTM C 754.

1. Gypsum Plaster Assemblies: Also comply with requirements in ASTM C 841 that apply to framing installation.
2. Portland Cement Plaster Assemblies: Also comply with requirements in ASTM C 1063 that apply to framing installation.
3. Gypsum Veneer Plaster Assemblies: Also comply with requirements in ASTM C 844 that apply to framing installation.
4. Gypsum Board Assemblies: Also comply with requirements in ASTM C 840 that apply to framing installation.

B. Install supplementary framing, and blocking to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, or similar construction.

C. Install bracing at terminations in assemblies.

D. Do not bridge building control and expansion joints with non-load-bearing steel framing members. Frame both sides of joints independently.

3.4 INSTALLING FRAMED ASSEMBLIES

A. Install framing system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.

1. Single-Layer Application: 16 inches o.c. unless otherwise indicated.
2. Tile Backing Panels: 16 inches o.c. unless otherwise indicated.

B. Where studs are installed directly against exterior masonry walls or dissimilar metals at exterior walls, install isolation strip between studs and exterior wall.

C. Install studs so flanges within framing system point in same direction.

D. Install tracks (runners) at floors and overhead supports. Extend framing full height to structural supports or substrates above suspended ceilings except where partitions are indicated to terminate at suspended ceilings. Continue framing around ducts penetrating partitions above ceiling.

1. Slip-Type Head Joints: Where framing extends to overhead structural supports, install to produce joints at tops of framing systems that prevent axial loading of finished assemblies.
2. Door Openings: Screw vertical studs at jambs to jamb anchor clips on door frames; install runner track section (for cripple studs) at head and secure to jamb studs.

    a. Install two studs at each jamb unless otherwise indicated.
    b. Install cripple studs at head adjacent to each jamb stud, with a minimum 1/2-inch clearance from jamb stud to allow for installation of control joint in finished assembly.
    c. Extend jamb studs through suspended ceilings and attach to underside of overhead structure.

3. Other Framed Openings: Frame openings other than door openings the same as required for door openings unless otherwise indicated. Install framing below sills of openings to match framing required above door heads.
4. Fire-Resistance-Rated Partitions: Install framing to comply with fire-resistance-rated assembly indicated and support closures and to make partitions continuous from floor to underside of solid structure.

    a. Firestop Track: Where indicated, install to maintain continuity of fire-resistance-rated assembly indicated.

5. Sound-Rated Partitions: Install framing to comply with sound-rated assembly indicated.

E. Direct Furring:

1. Screw to wood framing.
2. Attach to concrete or masonry with stub nails, screws designed for masonry attachment, or powder-driven fasteners spaced 24 inches o.c.

F. Z-Furring Members:

1. Erect insulation specified in Section 072100 "Thermal Insulation" vertically and hold in place with Z-furring members spaced 24 inches o.c.
2. Except at exterior corners, securely attach narrow flanges of furring members to wall with concrete stub nails, screws designed for masonry attachment, or powder-driven fasteners spaced 24 inches o.c.
3. At exterior corners, attach wide flange of furring members to wall with short flange extending beyond corner; on adjacent wall surface, screw-attach short flange of furring channel to web of attached channel. At interior corners, space second member no more than 12 inches from corner and cut insulation to fit.

G. Installation Tolerance: Install each framing member so fastening surfaces vary not more than 1/8 inch from the plane formed by faces of adjacent framing.

3.5 INSTALLING SUSPENSION SYSTEMS

A. Install suspension system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.

1. Hangers: 48 inches (1219 mm) o.c.
2. Carrying Channels (Main Runners): 48 inches o.c.
3. Furring Channels (Furring Members): 24 inches o.c.

B. Isolate suspension systems from building structure where they abut or are penetrated by building structure to prevent transfer of loading imposed by structural movement.

C. Suspend hangers from building structure as follows:

1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structural or suspension system.

    a. Splay hangers only where required to miss obstructions and offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.

2. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with locations of hangers required to support standard suspension system members, install supplemental suspension members and hangers in the form of trapezes or equivalent devices.

    a. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced installation standards.

3. Wire Hangers: Secure by looping and wire tying, either directly to structures or to inserts, eye screws, or other devices and fasteners that are secure and appropriate for substrate, and in a manner that will not cause hangers to deteriorate or otherwise fail.
4. Flat Hangers: Secure to structure, including intermediate framing members, by attaching to inserts, eye screws, or other devices and fasteners that are secure and appropriate for structure and hanger, and in a manner that will not cause hangers to deteriorate or otherwise fail.
5. Do not attach hangers to steel roof deck.
6. Do not attach hangers to permanent metal forms. Furnish cast-in-place hanger inserts that extend through forms.
7. Do not attach hangers to rolled-in hanger tabs of composite steel floor deck.
8. Do not connect or suspend steel framing from ducts, pipes, or conduit.

D. Fire-Resistance-Rated Assemblies: Wire tie furring channels to supports.

E. Seismic Bracing: Sway-brace suspension systems with hangers used for support.

F. Grid Suspension Systems: Attach perimeter wall track or angle where grid suspension systems meet vertical surfaces. Mechanically join main beam and cross-furring members to each other and butt-cut to fit into wall track.

G. Installation Tolerances: Install suspension systems that are level to within 1/8 inch in 12 feet measured lengthwise on each member that will receive finishes and transversely between parallel members that will receive finishes.

END OF SECTION 092216

SECTION 092900 - GYPSUM BOARD

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Interior gypsum board.
2. Tile backing panels.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Fire-Resistance-Rated Assemblies: For fire-resistance-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 119 by an independent testing agency.

B. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 90 and classified according to ASTM E 413 by an independent testing agency.

2.2 GYPSUM BOARD, GENERAL

A. Size: Provide maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.

2.3 INTERIOR GYPSUM BOARD

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. CertainTeed Corp.
2. Georgia-Pacific Gypsum LLC.
3. National Gypsum Company.
4. USG Corporation.

B. Gypsum Board, Type X: ASTM C 1396/C 1396M.
   1. Thickness: 5/8 inch (15.9 mm).
   2. Long Edges: Tapered

C. Gypsum Ceiling Board: ASTM C 1396/C 1396M.
   1. Thickness: 1/2 inch (12.7 mm).
   2. Long Edges: Tapered.

D. Abuse-Resistant Gypsum Board: ASTM C 1396/C 1396M gypsum board, tested according to ASTM C 1629/C 1629M.
   1. Core: 5/8 inch (15.9 mm), Type X
   2. Mold Resistance: ASTM D 3273, score of 10 as rated according to ASTM D 3274.

E. Mold-Resistant Gypsum Board: ASTM C 1396/C 1396M. With moisture- and mold-resistant core and paper surfaces.
   1. Core: 5/8 inch (15.9 mm), Type X
   2. Long Edges: Tapered.
   3. Mold Resistance: ASTM D 3273, score of 10 as rated according to ASTM D 3274.

2.4 TRIM ACCESSORIES

A. Interior Trim: ASTM C 1047.

   1. Material: Galvanized or aluminum-coated steel sheet, rolled zinc, plastic, or paper-faced galvanized-steel sheet.
   2. Shapes:

      a. Cornerbead.
      b. Bullnose bead.
      c. LC-Bead: J-shaped; exposed long flange receives joint compound.
      d. L-Bead: L-shaped; exposed long flange receives joint compound.
      e. U-Bead: J-shaped; exposed short flange does not receive joint compound.
      f. Expansion (control) joint.

B. Aluminum Trim: Extruded accessories of profiles and dimensions indicated.

   1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

      a. Fry Reglet Corp.
      b. Gordon, Inc.
      c. Pittcon Industries.

   2. Aluminum: Alloy and temper with not less than the strength and durability properties of ASTM B 221, Alloy 6063-T5.
   3. Finish: Corrosion-resistant primer compatible with joint compound and finish materials specified.

2.5 JOINT TREATMENT MATERIALS

A. General: Comply with ASTM C 475/C 475M.

B. Joint Tape:

1. Interior Gypsum Board: Paper.
2. Glass-Mat Gypsum Sheathing Board: 10-by-10 glass mesh.
3. Tile Backing Panels: As recommended by panel manufacturer.

C. Joint Compound for Interior Gypsum Board: For each coat use formulation that is compatible with other compounds applied on previous or for successive coats.

1. Prefilling: At open joints, beveled panel edges, and damaged surface areas, use setting-type taping compound.
2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use setting-type taping compound.

    a. Use setting-type compound for installing paper-faced metal trim accessories.

3. Fill Coat: For second coat, use setting-type, sandable topping compound.
4. Finish Coat: For third coat, use setting-type, sandable topping compound.
5. Skim Coat: For final coat of Level 5 finish, use high-build interior coating product designed for application by airless sprayer and to be used instead of skim coat to produce Level 5 finish.

D. Joint Compound for Tile Backing Panels:

1. Cementitious Backer Units: As recommended by backer unit manufacturer.

2.6 AUXILIARY MATERIALS

A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written instructions.

B. Steel Drill Screws: ASTM C 1002 unless otherwise indicated.

1. Use screws complying with ASTM C 954 for fastening panels to steel members from 0.033 to 0.112 inch (0.84 to 2.84 mm) thick.
2. For fastening cementitious backer units, use screws of type and size recommended by panel manufacturer.

C. Sound-Attenuation Blankets: ASTM C 665, Type I (blankets without membrane facing) produced by combining thermosetting resins with mineral fibers manufactured from glass, slag wool, or rock wool.

1. Fire-Resistance-Rated Assemblies: Comply with mineral-fiber requirements of assembly.

D. Acoustical Sealant: Manufacturer's standard nonsag, paintable, nonstaining latex sealant complying with ASTM C 834. Product effectively reduces airborne sound transmission through perimeter joints and openings in building construction as demonstrated by testing representative assemblies according to ASTM E 90.

1. Products: As specified in Section 079200 “Joint Sealants.”

2. Acoustical joint sealant shall have a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

PART 3 - EXECUTION

3.1 APPLYING AND FINISHING PANELS

A. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.

B. Comply with ASTM C 840.

C. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments. Provide 1/4- to 1/2-inch wide spaces at these locations and trim edges with edge trim where edges of panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.

D. For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.

E. Prefill open joints, rounded or beveled edges, and damaged surface areas.

F. Apply joint tape over gypsum board joints, except for trim products specifically indicated as not intended to receive tape.

G. Glass-Mat Gypsum Sheathing Board: Finish according to manufacturer's written instructions for use as exposed soffit board.

H. Glass-Mat Faced Panels: Finish according to manufacturer's written instructions.

I. Cementitious Backer Units: Finish according to manufacturer's written instructions.

3.2 PROTECTION

A. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.

B. Remove and replace panels that are wet, moisture damaged, and mold damaged.

END OF SECTION 092900

SECTION 095123 - ACOUSTICAL TILE CEILINGS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Acoustical tiles for interior ceilings.
2. Fully concealed, direct-hung, suspension systems.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Samples: For each exposed product and for each color and texture specified.

1.3 INFORMATIONAL SUBMITTALS

A. Product test reports.

B. Research reports.

C. Field quality-control reports.

1.4 CLOSEOUT SUBMITTALS

A. Maintenance data.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Surface-Burning Characteristics: Comply with ASTM E 84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

1. Flame-Spread Index: Class A according to ASTM E 1264.
2. Smoke-Developed Index: 50 or less.

2.2 ACOUSTICAL TILES; ACT1

A. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:

1. Armstrong
2. CertainTeed Corp.
3. USG Interiors, Inc.; Subsidiary of USG Corporation.

B. Classification: Type IV, Form 2, Pattern E.

C. Color: As indicated on sheet A141 Finish Legend.

D. LR: 0.90.

E. NRC: 0.70, Type E-400 mounting according to ASTM E 795.

F. CAC: 35.

G. AC: N/A.

H. Edge/Joint Detail: As indicated on sheet A141 Finish Legend.

I. Thickness: As indicated on sheet A141 Finish Legend.

J. Modular Size: As indicated on sheet A141 Finish Legend.

K. Recycled Content: 80 – 82 percent.

2.3 METAL SUSPENSION SYSTEM

A. Basis-of-Design Product: Subject to compliance with requirements, provide products indicated on Drawings or comparable product by one of the following:

1. Armstrong.
2. USG Interiors, Inc.; Subsidiary of USG Corporation.
3. Chicago Metallic.

B. Structural Classification: Heavy-duty system.

C. Access: Upward.

D. Roll-Formed, Sheet-Metal Edge Moldings and Trim: Manufacturer's standard moldings for edges and penetrations complying with seismic design requirements; formed from sheet metal of same material, finish, and color as that used for exposed flanges of suspension-system runners.

2.4 ACCESSORIES

A. Attachment Devices: Size for five times the design load indicated in ASTM C 635/C 635M, Table 1, "Direct Hung," unless otherwise indicated. Comply with seismic design requirements.

B. Seismic Clips: Manufacturer's standard seismic clips designed to secure acoustical tiles in-place during a seismic event.

2.5 METAL EDGE MOLDINGS AND TRIM

A. Roll-Formed, Sheet-Metal Edge Moldings and Trim: Type and profile indicated or, if not indicated, manufacturer's standard moldings for edges and penetrations complying with seismic design requirements; formed from sheet metal of same material, finish, and color as that used for of suspension-system runners.

PART 3 - EXECUTION

3.1 PREPARATION

A. Measure each ceiling area and establish layout of acoustical tiles to balance border widths at opposite edges of each ceiling. Avoid using less-than-half-width tiles at borders unless otherwise indicated.

B. Layout openings for penetrations centered on the penetrating items.

3.2 INSTALLATION OF SUSPENDED ACOUSTICAL TILE CEILINGS

A. Install suspended acoustical tile ceilings according to ASTM C 636/C 636M and manufacturer's written instructions.

B. Install edge moldings and trim of type indicated at perimeter of acoustical ceiling area and where necessary to conceal edges of acoustical tiles.

1. Apply acoustical sealant in a continuous ribbon concealed on back of vertical legs of moldings before they are installed.
2. Do not use exposed fasteners, including pop rivets, on moldings and trim.

C. Arrange directionally patterned acoustical tiles as indicated on reflected ceiling plans.

END OF SECTION 095123

SECTION 099123 - INTERIOR PAINTING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes surface preparation and the application of paint systems on interior substrates.

1. Concrete.
2. Steel.
3. Galvanized metal.
4. Aluminum (not anodized or otherwise coated).
5. Wood.
6. Gypsum board.

1.2 DEFINITIONS

A. MPI Gloss Level 1: Not more than five units at 60 degrees and 10 units at 85 degrees, according to ASTM D 523.

B. MPI Gloss Level 2: Not more than 10 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.

C. MPI Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.

D. MPI Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D 523.

E. MPI Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523.

F. MPI Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D 523.

G. MPI Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D 523.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product. Include preparation requirements and application instructions.

B. Samples: For each type of paint system and in each color and gloss of topcoat.

C. Product List: For each product indicated. Include printout of current "MPI Approved Products List" for each product category specified in Part 2, with the proposed product highlighted.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Products: Subject to compliance with requirements, provide products by one of the following:
   1. Sherwin-Williams Company
   2. Benjamin Moore & co
   3. ICI Paints
   4. Scuff Master

2.2 PAINT, GENERAL

A. MPI Standards: Provide products that comply with MPI standards indicated and that are listed in its "MPI Approved Products List."

B. Material Compatibility:

   1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
   2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.

C. VOC Content: Products shall comply with VOC limits of authorities having jurisdiction and, for interior paints and coatings applied at Project site, the following VOC limits, exclusive of colorants added to a tint base, when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

   1. Flat Paints and Coatings: 50 g/L.
   2. Nonflat Paints and Coatings: 150 g/L.
   3. Dry-Fog Coatings: 400 g/L.
   4. Primers, Sealers, and Undercoaters: 200 g/L.
   5. Anticorrosive and Antirust Paints Applied to Ferrous Metals: 250 g/L.
   6. Zinc-Rich Industrial Maintenance Primers: 340 g/L.
   7. Pretreatment Wash Primers: 420 g/L.
   8. Floor Coatings: 100 g/L.
   9. Shellacs, Clear: 730 g/L.
   10. Shellacs, Pigmented: 550 g/L.

D. Colors: As indicated on sheet A141 Finish Legend.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.

B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:

1. Concrete: 12 percent.
2. Masonry (Clay and CMUs): 12 percent.
3. Wood: 15 percent.
4. Gypsum Board: 12 percent.

C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.

D. Proceed with coating application only after unsatisfactory conditions have been corrected.

1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and paint systems indicated.

B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.

1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.

3.3 APPLICATION

A. Apply paints according to manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual."

B. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

3.4 INTERIOR PAINTING SCHEDULE

A. Concrete Substrates, Nontraffic Surfaces:

1. Institutional Low-Odor/VOC Latex System:

a. Prime Coat: Primer sealer, interior, institutional low odor/VOC, MPI #149. Sherwin Williams Luxon Block Surfacer.
b. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.
c. Topcoat: Latex, interior, institutional low odor/VOC, (Gloss Level 3), MPI #145. Sherwin Williams Pro Green 200 Eg. Shel.

B. Concrete Substrates, Traffic Surfaces: (Stair Treads, Concrete Flooring).

1. Water Based Floor Epoxy System:

a. Prime Coat: Floor paint, latex, low gloss (maximum Gloss Level 3) MPI #60. Sherwin Williams – Armor Seal 33 Epoxy primer/Sealer.
b. Intermediate Coat: Floor paint, latex, low gloss (maximum Gloss Level 3), MPI #60.
c. Topcoat: Floor paint, latex, low gloss (maximum Gloss Level 3), MPI #60. Sherwin Williams Armor Seal Floor – Plex 7100 Water Based Epoxy Floor Coating.

C. CMU Substrates:

1. Institutional Low-Odor VOC System:

a. Block Filler: Block filler, latex, interior/exterior, MPI #4. Sherwin Williams Luxon Block Surfacer.
b. Intermediate Coat: Latex, interior, matching topcoat.
c. Topcoat: Latex, interior, (Gloss Level 3), MPI #52. Sherwin Williams, Pro Green 200 Eg-Shel.

D. Steel Substrates: (Door & Frames):

1. Water-Based Light Industrial Coating System: (Low VOC)

a. Prime Coat: Primer, rust-inhibitive, water based MPI #107. Sherwin Williams Pro-Cryl Universal Water Based Primer.
b. Intermediate Coat: Light industrial coating, interior, water based, matching topcoat.
c. Topcoat: Light industrial coating, interior, water based, semi-gloss (Gloss Level 5), MPI #153. Sherwin Williams, DTM Acrylic Coating.

E. Galvanized-Metal Substrates:

1. Institutional Low Odor/VOC latex System:

    a. Prime Coat: Primer, galvanized, water based, MPI #134. Sherwin Williams, DTM Primer.
    b. Intermediate Coat: Latex, interior, matching topcoat.
    c. Topcoat: Latex, interior, semi-gloss, (Gloss Level 5), MPI #54. Sherwin Williams, DTM Acrylic Primer.

F. Wood Substrates: Including wood trim architectural woodwork wood-based panel products.

1. Institutional Low-Odor/VOC Latex System:

    a. Prime Coat: Primer, latex, for interior wood, MPI #39. Sherwin Williams Prep Rite Pro Block Latex.
    b. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.
    c. Topcoat: Latex, interior, institutional low odor/VOC, semi-gloss (Gloss Level 5), MPI #147. Sherwin Williams Pro Green 200. B31-600 Series.

G. Gypsum Board Substrates:

1. Institutional Low-Odor/VOC Latex System: (Gypsum Board Substrates)

    a. Prime Coat: Primer sealer, interior, institutional low odor/VOC, MPI #149.

        1. Sherwin Williams (Flat) Pro Green 200 Low VOC Interior Latex Primer.

        2. Sherwin Williams (Eg-Shel) ProMar 200 Zero VOC Interior Latex Paint.

    b. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.
    c. Topcoat: Latex, interior, institutional low odor/VOC, flat (Gloss Level 1), MPI #143. Sherwin Williams Pro Green 200, B30-600 Series.
    d. Topcoat: Latex, interior, institutional low odor/VOC, (Gloss Level 3), MPI #145. Sherwin Williams Pro Green 200, B-20-600 Series.
    e. Topcoat: Latex, interior, institutional low odor/VOC, semi-gloss (Gloss Level 5), MPI #147.

H. Gypsum Board Substrates – Scuff and Stain Resistant Systems

1. Water-based premium eggshell polyurethane formula.

2. Scrub cycles: 8,000 – ASTM D 2486.

3. Fire rating: Class A.

4. Antimicrobial: Microban antimicrobial.

5. Eggshell Polyurethane System:

    a. Prime Coat: Scuff Master primer/Sealer.

b. Intermediate Cost: to match top coat.
c. Top Coat: Scuff Master Scrub Tough Performance Paint with Microban.

END OF SECTION 099123

SECTION 230593 - TESTING, ADJUSTING, AND BALANCING FOR HVAC

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Testing, adjusting, and balancing of existing HVAC systems and equipment.

1.3 DEFINITIONS

A. AABC: Associated Air Balance Council.

B. NEBB: National Environmental Balancing Bureau.

C. TAB: Testing, adjusting, and balancing.

D. TABB: Testing, Adjusting, and Balancing Bureau.

E. TAB Specialist: An independent entity meeting qualifications to perform TAB work.

F. TDH: Total dynamic head.

G. UFAD: Underfloor air distribution.

1.4 PREINSTALLATION MEETINGS

A. TAB Conference: Conduct a TAB conference at Project site after approval of the TAB strategies and procedures plan, to develop a mutual understanding of the details. Provide a minimum of 14 days' advance notice of scheduled meeting time and location.

1. Minimum Agenda Items:

a. The Contract Documents examination report.
b. The TAB plan.
c. Needs for coordination and cooperation of trades and subcontractors.

d. Proposed procedures for documentation and communication flow.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: Within 30 days of Contractor's Notice to Proceed, submit documentation that the TAB specialist and this Project's TAB team members meet the qualifications specified in "Quality Assurance" Article.

B. Contract Documents Examination Report: Within 30 days of Contractor's Notice to Proceed, submit the Contract Documents review report, as specified in Part 3.

C. Strategies and Procedures Plan: Within 30 days of Contractor's Notice to Proceed, submit TAB strategies and step-by-step procedures, as specified in "Preparation" Article.

D. System Readiness Checklists: Within 30 days of Contractor's Notice to Proceed, submit system readiness checklists, as specified in "Preparation" Article.

E. Examination Report: Submit a summary report of the examination review required in "Examination" Article.

F. Certified TAB reports.

G. Sample report forms.

H. Instrument calibration reports, to include the following:

1. Instrument type and make.
2. Serial number.
3. Application.
4. Dates of use.
5. Dates of calibration.

1.6 QUALITY ASSURANCE

A. TAB Specialists Qualifications, Certified by AABC:

1. TAB Field Supervisor: Employee of the TAB specialist and certified by AABC.
2. TAB Technician: Employee of the TAB specialist and certified by AABC.

B. TAB Specialists Qualifications, Certified by NEBB or TABB:

1. TAB Field Supervisor: Employee of the TAB specialist and certified by NEBB or TABB.
2. TAB Technician: Employee of the TAB specialist and certified by NEBB or TABB.

C. Instrumentation Type, Quantity, Accuracy, and Calibration: Comply with requirements in ASHRAE 111, Section 4, "Instrumentation."

D. ASHRAE/IES 90.1 Compliance: Applicable requirements in ASHRAE/IES 90.1, Section 6.7.2.3 - "System Balancing."

E. Code and AHJ Compliance: TAB is required to comply with governing codes and requirements of authorities having jurisdiction.

1.7 FIELD CONDITIONS

A. Full Owner Occupancy: Owner will occupy the site and existing building during entire TAB period. Cooperate with Owner during TAB operations to minimize conflicts with Owner's operations.

B. Partial Owner Occupancy: Owner may occupy completed areas of building before Substantial Completion. Cooperate with Owner during TAB operations to minimize conflicts with Owner's operations.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine the Contract Documents to become familiar with Project requirements and to discover conditions in systems designs that may preclude proper TAB of systems and equipment.

B. Examine installed systems for balancing devices, such as test ports, gauge cocks, thermometer wells, flow-control devices, balancing valves and fittings, and manual volume dampers. Verify that locations of these balancing devices are applicable for intended purpose and are accessible.

C. Examine the approved submittals for HVAC systems and equipment.

D. Examine design data, including HVAC system descriptions, statements of design assumptions for environmental conditions and systems output, and statements of philosophies and assumptions about HVAC system and equipment controls.

E. Examine test reports specified in individual system and equipment Sections.

F. Examine terminal units, such as variable-air-volume boxes, and verify that they are accessible and their controls are connected and functioning.

G. Report deficiencies discovered before and during performance of TAB procedures. Observe and record system reactions to changes in conditions. Record default set points if different from indicated values.

3.2 PREPARATION

A. Prepare a TAB plan that includes the following:

1. Equipment and systems to be tested.
2. Strategies and step-by-step procedures for balancing the systems.
3. Instrumentation to be used.
4. Sample forms with specific identification for all equipment.

B. Perform system-readiness checks of HVAC systems and equipment to verify system readiness for TAB work. Include, at a minimum, the following:

1. Airside:

a. Verify that leakage and pressure tests on air distribution systems have been satisfactorily completed.
b. Duct systems are complete with terminals installed.
c. Volume, smoke, and fire dampers are open and functional.
d. Clean filters are installed.
e. Fans are operating, free of vibration, and rotating in correct direction.
f. Variable-frequency controllers' startup is complete and safeties are verified.
g. Automatic temperature-control systems are operational.
h. Ceilings are installed.
i. Windows and doors are installed.
j. Suitable access to balancing devices and equipment is provided.

3.3 GENERAL PROCEDURES FOR TESTING AND BALANCING

A. Perform testing and balancing procedures on each system in accordance with the procedures contained in NEBB's "Procedural Standards for Testing, Adjusting, and Balancing of Environmental Systems" and in this Section.

B. Cut insulation, ducts, pipes, and equipment casings for installation of test probes to the minimum extent necessary for TAB procedures.

1. After testing and balancing, patch probe holes in ducts with same material and thickness as used to construct ducts.
2. After testing and balancing, install test ports and duct access doors that comply with requirements in Section 233300 "Air Duct Accessories."
3. Install and join new insulation that matches removed materials. Restore insulation, coverings, vapor barrier, and finish in accordance with Section 230713 "Duct Insulation," Section 230716 "HVAC Equipment Insulation," and Section 230719 "HVAC Piping Insulation."

C. Mark equipment and balancing devices, including damper-control positions, valve position indicators, fan-speed-control levers, and similar controls and devices, with paint or other suitable, permanent identification material to show final settings.

D. Take and report testing and balancing measurements in inch-pound (IP) units.

3.4 GENERAL PROCEDURES FOR BALANCING AIR SYSTEMS

A. Prepare test reports for outlets. Obtain manufacturer's outlet factors and recommended testing procedures. Crosscheck the summation of required outlet volumes with required fan volumes.

B. Prepare schematic diagrams of systems' Record drawings duct layouts.

C. For variable-air-volume systems, develop a plan to simulate diversity.

D. Determine the best locations in main and branch ducts for accurate duct-airflow measurements.

E. Check for airflow blockages.

3.5 PROCEDURES FOR TESTING, ADJUSTING, AND BALANCING EXISTING SYSTEMS

A. Perform a preconstruction inspection of existing equipment that is to remain and be reused.

1. Measure and record airflow at each relocated diffusers outlet.
2. Report on the operating condition of the equipment and the results of the measurements taken. Report deficiencies.

B. Perform testing and balancing of existing systems to the extent that existing systems are affected by the renovation work.

1. Compare the indicated airflow of the renovated work to the measured fan airflows, and determine the new fan speed and the face velocity of filters and coils.
2. Verify that the indicated airflows of the renovated work result in filter and coil face velocities and fan speeds that are within the acceptable limits defined by equipment manufacturer.
3. If calculations increase or decrease the airflow rates rates by more than 5 percent, make equipment adjustments to achieve the calculated rates. If increase or decrease is 5 percent or less, equipment adjustments are not required.
4. Balance each air outlet.

3.6 TOLERANCES

A. Set HVAC system's airflow rates within the following tolerances:

1. Air Outlets and Inlets: Plus or minus 10 percent. If design value is less than 100 cfm, within 10 cfm.

B. Maintaining pressure relationships as designed shall have priority over the tolerances specified above.

3.7 PROGRESS REPORTING

A. Initial Construction-Phase Report: Based on examination of the Contract Documents as specified in "Examination" Article, prepare a report on the adequacy of design for system-balancing devices. Recommend changes and additions to system-balancing devices, to facilitate proper performance measuring and balancing. Recommend changes and additions to HVAC systems and general construction to allow access for performance-measuring and -balancing devices.

B. Status Reports: Prepare weekly progress reports to describe completed procedures, procedures in progress, and scheduled procedures. Include a list of deficiencies and problems found in systems being tested and balanced. Prepare a separate report for each system and each building floor for systems serving multiple floors.

3.8 FINAL REPORT

A. General: Prepare a certified written report; tabulate and divide the report into separate sections for tested systems and balanced systems.

1. Include a certification sheet at the front of the report's binder, signed and sealed by the certified testing and balancing engineer.
2. Include a list of instruments used for procedures, along with proof of calibration.
3. Certify validity and accuracy of field data.

B. Final Report Contents: In addition to certified field-report data, include the following:

1. Air inlet/outlet airflow data
2. Air inlet/outlet airflow temperatures

C. General Report Data: In addition to form titles and entries, include the following data:

1. Title page.
2. Name and address of the TAB specialist.
3. Project name.
4. Project location.
5. Architect's name and address.
6. Engineer's name and address.
7. Contractor's name and address.
8. Report date.
9. Signature of TAB supervisor who certifies the report.
10. Table of Contents with the total number of pages defined for each section of the report. Number each page in the report.
11. Summary of contents, including the following:

    a. Indicated versus final performance.
    b. Notable characteristics of systems.
    c. Description of system operation sequence if it varies from the Contract Documents.

12. Nomenclature sheets for each item of equipment.
13. Data for terminal units, including manufacturer's name, type, size, and fittings.
14. Notes to explain why certain final data in the body of reports vary from indicated values.

D. Air-Terminal-Device Reports:

1. Unit Data:

a. System and air-handling unit identification.
b. Location and zone.
c. Apparatus used for test.
d. Area served.
e. Make.
f. Number from system diagram.
g. Type and model number.
h. Size.
i. Effective area in sq. ft..

2. Test Data (Indicated and Actual Values):

a. Airflow rate in cfm.
b. Air velocity in fpm.
c. Preliminary airflow rate as needed in cfm.
d. Preliminary velocity as needed in fpm.
e. Final airflow rate in cfm.
f. Final velocity in fpm.
g. Space temperature in deg F.

E. Instrument Calibration Reports:

1. Report Data:

a. Instrument type and make.
b. Serial number.
c. Application.
d. Dates of use.
e. Dates of calibration.

3.9 VERIFICATION OF TAB REPORT

A. The TAB specialist's test and balance engineer shall conduct the inspection in the presence of Construction Manager.

B. Construction Manager shall randomly select measurements, documented in the final report, to be rechecked. Rechecking shall be limited to the lesser of either 10 percent of the total measurements recorded or the extent of measurements that can be accomplished in a normal 8-hour business day.

C. If rechecks yield measurements that differ from the measurements documented in the final report by more than the tolerances allowed, the measurements shall be noted as "FAILED."

D. If the number of "FAILED" measurements is greater than 10 percent of the total measurements checked during the final inspection, the TAB shall be considered incomplete and shall be rejected.

E. If recheck measurements find the number of failed measurements noncompliant with requirements indicated, proceed as follows:

1. TAB specialists shall recheck all measurements and make adjustments. Revise the final report and balancing device settings to include all changes; resubmit the final report and request a second final inspection. All changes shall be tracked to show changes made to previous report.
2. If the second final inspection also fails, Owner may pursue others Contract options to complete TAB work.

F. Prepare test and inspection reports.

3.10 ADDITIONAL TESTS

A. Within 90 days of completing TAB, perform additional TAB to verify that balanced conditions are being maintained throughout and to correct unusual conditions.

B. Seasonal Periods: If initial TAB procedures were not performed during near-peak summer and winter conditions, perform additional TAB during near-peak summer and winter conditions.

END OF SECTION

SECTION 230713 - DUCT INSULATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes insulating the following duct services:

1. Indoor, concealed supply and outdoor air.

B. Related Sections:

1. Section 233113 "Metal Ducts".

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product indicated. Include thermal conductivity, water-vapor permeance thickness, and jackets (both factory- and field-applied if any).

1.3 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified Installer.

B. Material Test Reports: From a qualified testing agency acceptable to authorities having jurisdiction indicating, interpreting, and certifying test results for compliance of insulation materials, sealers, attachments, cements, and jackets, with requirements indicated. Include dates of tests and test methods employed.

C. Field quality-control reports.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: Skilled mechanics who have successfully completed an apprenticeship program or craft training program.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Packaging: Insulation material containers are to be marked with the manufacturer's name, appropriate ASTM standard designation, type and grade, and maximum use temperature.

1.6 COORDINATION

A. Coordinate sizes and locations of supports, hangers, and insulation shields specified in Section 230529 "Hangers and Supports for HVAC Piping and Equipment."

B. Coordinate clearance requirements with duct Installer for duct insulation application. Before preparing ductwork Shop Drawings, establish and maintain clearance requirements for installation of insulation and field-applied jackets and finishes and for space required for maintenance.

C. Coordinate installation and testing of heat tracing.

1.7 SCHEDULING

A. Schedule insulation application after pressure testing systems and, where required, after installing and testing heat tracing. Insulation application may begin on segments that have satisfactory test results.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Surface-Burning Characteristics: For insulation and related materials, as determined by testing identical products in accordance with ASTM E84, by a testing agency acceptable to authorities having jurisdiction. Factory label insulation, jacket materials, adhesive, mastic, tapes, and cement material containers with appropriate markings of applicable testing agency.

1. All Insulation Installed Indoors; Outdoors-Installed Insulation in Contact with Airstream: Flame-spread index of 25 or less, and smoke-developed index of 50 or less.

2.2 INSULATION MATERIALS

A. Comply with requirements in "Duct Insulation Schedule, General," "Indoor Duct and Plenum Insulation Schedule," and "Aboveground, Outdoor Duct and Plenum Insulation Schedule" articles for where insulating materials are to be applied.

B. Products do not contain asbestos, lead, mercury, or mercury compounds.

C. Products that come in contact with stainless steel have a leachable chloride content of less than 50 ppm when tested in accordance with ASTM C871.

D. Insulation materials for use on austenitic stainless steel are qualified as acceptable in accordance with ASTM C795.

E. Glass-Fiber Blanket: Glass fibers bonded with a thermosetting resin; suitable for maximum use temperature up to 450 deg F in accordance with ASTM C411. Comply with ASTM C553, Type II, and ASTM C1290, Type III with factory-applied FSK jacket. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.

1. Manufacturers:

a. CertainTeed.
b. Johns Manville.
c. Owens Corning.

2.3 ADHESIVES

A. Materials are compatible with insulation materials, jackets, and substrates and for bonding insulation to itself and to surfaces to be insulated unless otherwise indicated.

B. Glass-Fiber Adhesive: Comply with MIL-A-3316C, Class 2, Grade A.

2.4 MASTICS AND COATINGS

A. Materials are compatible with insulation materials, jackets, and substrates.

B. Vapor-Retarder Mastic, Solvent Based, Interior Use: Suitable for indoor use on below ambient services.

1. Water-Vapor Permeance: Comply with ASTM C755, Section 7.2.2, Table 2, for insulation type and service conditions.
2. Service Temperature Range: 0 to 180 deg F.
3. Color: White.

2.5 LAGGING ADHESIVES

A. Description: Comply with MIL-A-3316C, Class I, Grade A and are compatible with insulation materials, jackets, and substrates.

1. Fire-resistant, water-based lagging adhesive and coating for use indoors to adhere fire-resistant lagging cloths over duct insulation.
2. Service Temperature Range: 0 to plus 180 deg F.
3. Color: White.

2.6 SEALANTS

A. FSK and Metal Jacket Flashing Sealants:

1. Materials are compatible with insulation materials, jackets, and substrates.

2. Fire- and water-resistant, flexible, elastomeric sealant.
3. Service Temperature Range: Minus 40 to plus 250 deg F.
4. Color: Aluminum.

2.7 FACTORY-APPLIED JACKETS

A. Insulation system schedules indicate factory-applied jackets on various applications. When factory-applied jackets are indicated, comply with the following:

1. FSK Jacket: Aluminum-foil, fiberglass-reinforced scrim with kraft-paper backing; complying with ASTM C1136, Type II.

2.8 FIELD-APPLIED JACKETS

A. Field-applied jackets comply with ASTM C921, Type I, unless otherwise indicated.

B. FSK Jacket: Aluminum-foil-face, fiberglass-reinforced scrim with kraft-paper backing.

2.9 TAPES

A. FSK Tape: Foil-face, vapor-retarder tape matching factory-applied jacket with acrylic adhesive; complying with ASTM C1136.

1. Width: 3 inches <Insert value>.
2. Thickness: 6.5 mils <Insert value>.
3. Adhesion: 90 ounces force/inch in width.
4. Elongation: 2 percent.
5. Tensile Strength: 40 lbf/inch in width.
6. FSK Tape Disks and Squares: Precut disks or squares of FSK tape.

2.10 SECUREMENTS

A. Bands:

1. Stainless Steel: ASTM A167 or ASTM A240/A240M, Type 304; 0.015 inch thick, 1/2 inch wide with wing seal.
2. Aluminum: ASTM B209, Alloy 3003, 3005, 3105, or 5005; Temper H-14, 0.020 inch thick, 1/2 inch wide with wing seal.
3. Springs: Twin spring set constructed of stainless steel with ends flat and slotted to accept metal bands. Spring size determined by manufacturer for application.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions for compliance with requirements for installation tolerances and other conditions affecting performance of insulation application.

1. Verify that systems to be insulated have been tested and are free of defects.
2. Verify that surfaces to be insulated are clean and dry.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Preparation: Clean and dry surfaces to receive insulation. Remove materials that will adversely affect insulation application.

3.3 GENERAL INSTALLATION REQUIREMENTS

A. Install insulation materials, accessories, and finishes with smooth, straight, and even surfaces; free of voids throughout the length of ducts and fittings.

B. Install insulation materials, vapor barriers or retarders, jackets, and thicknesses required for each item of duct system as specified in insulation system schedules.

C. Install accessories compatible with insulation materials and suitable for the service. Install accessories that do not corrode, compress, or otherwise damage insulation or jacket .

D. Install insulation with longitudinal seams at top and bottom of horizontal runs.

E. Install multiple layers of insulation with longitudinal and end seams staggered.

F. Keep insulation materials dry during application and finishing. Replace insulation materials that get wet during storage or in the installation process before being properly covered and sealed in accordance with Contract Documents.

G. Install insulation with tight longitudinal seams and end joints. Bond seams and joints with adhesive recommended by insulation material manufacturer.

H. Install insulation with least number of joints practical.

I. Where vapor barrier is indicated, seal joints, seams, and penetrations in insulation at hangers, supports, anchors, and other projections with vapor-barrier mastic.

1. Install insulation continuously through hangers and around anchor attachments.

2. For insulation application where vapor barriers are indicated, extend insulation on anchor legs from point of attachment to supported item to point of attachment to structure. Taper and seal ends at attachment to structure with vapor-barrier mastic.
3. Install insert materials and install insulation to tightly join the insert. Seal insulation to insulation inserts with adhesive or sealing compound recommended by insulation material manufacturer.

J. Apply adhesives, mastics, and sealants at manufacturer's recommended coverage rate and wet and dry film thicknesses.

K. Install insulation with factory-applied jackets as follows:

1. Draw jacket tight and smooth, but not to the extent of creating wrinkles or areas of compression in the insulation.
2. Cover circumferential joints with 3-inch-wide strips, of same material as insulation jacket. Secure strips with adhesive and outward clinching staples along both edges of strip, spaced 4 inches o.c.
3. Overlap jacket longitudinal seams at least 1-1/2 inches. Clean and dry surface to receive self-sealing lap. Staple laps with outward clinching staples along edge at 4 inches o.c.

    a. For below ambient services, apply vapor-barrier mastic over staples.

4. Cover joints and seams with tape, according to insulation material manufacturer's written instructions, to maintain vapor seal.
5. Where vapor barriers are indicated, apply vapor-barrier mastic on seams and joints and at ends adjacent to duct flanges and fittings.

L. Cut insulation in a manner to avoid compressing insulation.

M. Finish installation with systems at operating conditions. Repair joint separations and cracking due to thermal movement.

N. Repair damaged insulation facings by applying same facing material over damaged areas. Extend patches at least 4 inches beyond damaged areas. Adhere, staple, and seal patches similar to butt joints.

3.4 PENETRATIONS

A. Insulation Installation at Interior Wall and Partition Penetrations (That Are Not Fire Rated): Install insulation continuously through walls and partitions.

3.5 INSTALLATION OF GLASS-FIBER INSULATION

A. Blanket Insulation Installation on Ducts and Plenums: Secure with adhesive and insulation pins.

B. Comply with manufacturer's written installation instructions.

1. Apply adhesives according to manufacturer's recommended coverage rates per unit area, for 100 percent coverage of duct and plenum surfaces.
2. Apply adhesive to entire circumference of ducts and to all surfaces of fittings and transitions.
3. Install either capacitor-discharge-weld pins and speed washers or cupped-head, capacitor-discharge-weld pins on sides and bottom of horizontal ducts and sides of vertical ducts as follows:

    a. On duct sides with dimensions 18 inches and smaller, place pins along longitudinal centerline of duct. Space 3 inches maximum from insulation end joints, and 16 inches o.c.
    b. On duct sides with dimensions larger than 18 inches, place pins 16 inches o.c. each way, and 3 inches maximum from insulation joints. Install additional pins to hold insulation tightly against surface at cross bracing.
    c. Pins may be omitted from top surface of horizontal, rectangular ducts and plenums.
    d. Do not overcompress insulation during installation.
    e. Impale insulation over pins and attach speed washers.
    f. Cut excess portion of pins extending beyond speed washers or bend parallel with insulation surface. Cover exposed pins and washers with tape matching insulation facing.

4. Overlap unfaced blankets a minimum of 2 inches on longitudinal seams and end joints. At end joints, secure with steel bands spaced a maximum of 18 inches o.c.
5. Install insulation on rectangular duct elbows and transitions with a full insulation section for each surface. Install insulation on round and flat-oval duct elbows with individually mitered gores cut to fit the elbow.
6. Insulate duct stiffeners, hangers, and flanges that protrude beyond insulation surface with 6-inch-wide strips of same material used to insulate duct. Secure on alternating sides of stiffener, hanger, and flange with pins spaced 6 inches o.c.

C. Board Insulation Installation on Ducts and Plenums: Secure with adhesive and insulation pins.

1. Apply adhesives according to manufacturer's recommended coverage rates per unit area, for 100 percent coverage of duct and plenum surfaces.
2. Apply adhesive to entire circumference of ducts and to all surfaces of fittings and transitions.
3. Install either capacitor-discharge-weld pins and speed washers or cupped-head, capacitor-discharge-weld pins on sides and bottom of horizontal ducts and sides of vertical ducts as follows:

    a. On duct sides with dimensions 18 inches and smaller, place pins along longitudinal centerline of duct. Space 3 inches maximum from insulation end joints, and 16 inches o.c.

b. On duct sides with dimensions larger than 18 inches, space pins 16 inches o.c. each way, and 3 inches maximum from insulation joints. Install additional pins to hold insulation tightly against surface at cross bracing.
c. Pins may be omitted from top surface of horizontal, rectangular ducts and plenums.
d. Do not overcompress insulation during installation.
e. Cut excess portion of pins extending beyond speed washers or bend parallel with insulation surface. Cover exposed pins and washers with tape matching insulation facing.

4. For ducts and plenums with surface temperatures below ambient, install a continuous unbroken vapor barrier. Create a facing lap for longitudinal seams and end joints with insulation by removing 2 inches from one edge and one end of insulation segment. Secure laps to adjacent insulation section with 1/2-inch outward-clinching staples, 1 inch o.c. Install vapor barrier consisting of factory- or field-applied jacket, adhesive, vapor-barrier mastic, and sealant at joints, seams, and protrusions.

   a. Repair punctures, tears, and penetrations with tape or mastic to maintain vapor-barrier seal.
   b. Install vapor stops for ductwork and plenums operating below 50 deg F at 18-foot intervals. Vapor stops consist of vapor-barrier mastic applied in a Z-shaped pattern over insulation face, along butt end of insulation, and over the surface. Cover insulation face and surface to be insulated a width equal to two times the insulation thickness, but not less than 3 inches.

5. Install insulation on rectangular duct elbows and transitions with a full insulation section for each surface. Groove and score insulation to fit as closely as possible to outside and inside radius of elbows. Install insulation on round and flat-oval duct elbows with individually mitered gores cut to fit the elbow.
6. Insulate duct stiffeners, hangers, and flanges that protrude beyond insulation surface with 6-inch-wide strips of same material used to insulate duct. Secure on alternating sides of stiffener, hanger, and flange with pins spaced 6 inches o.c.

3.6 FIELD QUALITY CONTROL

A. Perform tests and inspections.

B. Tests and Inspections:

1. Inspect ductwork, randomly selected by Architect, by removing field-applied jacket and insulation in layers in reverse order of their installation. Extent of inspection is limited to one location(s) for each duct system defined in the "Duct Insulation Schedule, General" Article.

C. All insulation applications will be considered defective Work if sample inspection reveals noncompliance with requirements.

3.7 DUCT INSULATION SCHEDULE, GENERAL

A. Plenums and Ducts Requiring Insulation:

1. Indoor, concealed supply and outdoor air.

B. Items Not Insulated:

1. Fibrous-glass ducts.
2. Metal ducts with duct liner of sufficient thickness to comply with energy code and ASHRAE/IESNA 90.1.
3. Factory-insulated flexible ducts.
4. Factory-insulated plenums and casings.
5. Flexible connectors.
6. Vibration-control devices.
7. Factory-insulated access panels and doors.

3.8 INDOOR DUCT AND PLENUM INSULATION SCHEDULE

A. Concealed, round and flat-oval, supply-air duct insulation is the following:

1. Glass-Fiber Blanket: 1-1/2 inches thick and 0.75 lb/cu. ft nominal density.

B. Concealed, rectangular, supply-air duct insulation is one of the following:

1. Glass-Fiber Blanket: 1-1/2 inches thick and 0.75 lb/cu. ft nominal density.

END OF SECTION

SECTION 230923.27 - TEMPERATURE INSTRUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Air temperature sensors.

1.3 DEFINITIONS

A. HART (Highway Addressable Remote Transducer) Protocol: The global standard for sending and receiving digital information across analog wires between smart devices and control or monitoring systems through bidirectional communication that provides data access between intelligent field instruments and host systems. A host can be any software application from a technician's hand-held device or laptop to a plant's process control, asset management, safety, or other system using any control platform.

B. RTD: Resistance temperature detector.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product, including the following:

1. Construction details, material descriptions, dimensions of individual components and profiles, and finishes.
2. Operating characteristics, electrical characteristics, and furnished accessories indicating process operating range, accuracy over range, control signal over range, default control signal with loss of power, calibration data specific to each unique application, electrical power requirements, and limitations of ambient operating environment, including temperature and humidity.
3. Product description with complete technical data, performance curves, and product specification sheets.
4. Installation operation and maintenance instructions, including factors affecting performance.

B. Shop Drawings:

1. Include plans, elevations, sections, and mounting details.
2. Include details of product assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
3. Include diagrams for power, signal, and control wiring.

1.5 INFORMATIONAL SUBMITTALS

A. Field quality-control reports.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Environmental Conditions:

1. Instruments shall operate without performance degradation under the ambient environmental temperature, pressure, humidity, and vibration conditions specified and encountered for installed location.

    a. If instrument alone cannot meet requirement, install instrument in a protective enclosure that is isolated and protected from conditions impacting performance. Enclosure shall be internally insulated, electrically heated, and ventilated as required by instrument and application.

2. Instruments and accessories shall be protected with enclosures satisfying the following minimum requirements unless more stringent requirements are indicated. Instruments not available with integral enclosures complying with requirements indicated shall be housed in protective secondary enclosures. Instrument's installed location shall dictate following NEMA 250 enclosure requirements:

    a. Indoors, Heated and Air Conditioned: Type 1.
    b. Within Duct Systems and Air-Moving Equipment Exposed to Possible Condensation: Type 4.

2.2 AIR TEMPERATURE SENSORS

A. Platinum RTDs: Common Requirements:

1. 1000 ohms at zero deg C and a temperature coefficient of 0.00385 ohm/ohm/deg C.
2. Two-wire, PTFE-insulated, 22-gage stranded copper leads.

3. Performance Characteristics:

    a. Range: Minus 50 to 275 deg F.
    b. Interchangeable Accuracy: At 32 deg F within 0.5 deg F.
    c. Repeatability: Within 0.5 deg F.
    d. Self-Heating: Negligible.

4. Transmitter Requirements:

    a. Transmitter required for each 100-ohm RTD.
    b. Transmitter optional for 1000-ohm RTD, contingent on compliance with end-to-end control accuracy.

B. Thermal Resistors (Thermistors): Common Requirements:

1. 10,000 ohms at 25 deg C and a temperature coefficient of 23.5 ohms/ohm/deg C.
2. Two-wire, PTFE-insulated, 22-gage stranded copper leads.
3. Performance Characteristics:

    a. Range: Minus 50 to 275 deg F.
    b. Interchangeable Accuracy: At 77 deg F within 0.5 deg F.
    c. Repeatability: Within 0.5 deg F.
    d. Drift: Within 0.5 deg F over 10 years.
    e. Self-Heating: Negligible.

4. Transmitter optional, contingent on compliance with end-to-end control accuracy.

C. Thermistor, Single-Point Duct Air Temperature Sensors:

1. Temperature Range: Minus 50 to 275 deg F
2. Probe: Single-point sensor with a stainless-steel sheath.
3. Length: As required by application to achieve tip at midpoint of air tunnel, up to 18 inches.
4. Enclosure: Junction box with removable cover; NEMA 250, Type 1 for indoor applications and Type 4 for outdoor applications.
5. Gasket for attachment to duct or equipment to seal penetration airtight.
6. Conduit Connection: 1/2- inch trade size.

D. Thermistor Outdoor Air Temperature Sensors:

1. Temperature Range: Minus 50 to 275 deg F
2. Probe: Single-point sensor with a stainless-steel sheath.
3. Solar Shield: Stainless steel.
4. Enclosure: NEMA 250, Type 4 or 4X junction box or combination conduit and outlet box with removable cover and gasket.
5. Conduit Connection: 1/2-inch trade size.

E. Thermistor Space Air Temperature Sensors:

1. Temperature Range: Minus 50 to 212 deg F
2. Sensor assembly shall include a temperature sensing element mounted under a flush, brushed-aluminum cover.
3. Provide a mounting plate that is compatible with the surface shape that it is mounted to and electrical box used.
4. Concealed wiring connection.

F. Space Air Temperature Sensors for Use with DDC Controllers Controlling Terminal Units:

1. 100- or 1000-ohm platinum RTD or thermistor.
2. Thermistor:

    a. Pre-aged, burned in, and coated with glass; inserted in a metal sleeve; and entire unit encased in epoxy.
    b. Thermistor drift shall be less than plus or minus 0.5 deg F over 10 years.

3. Temperature Transmitter Requirements:

    a. Mating transmitter required with each 100-ohm RTD.
    b. Mating transmitters optional for 1000-ohm RTD and thermistor, contingent on compliance with end-to-end control accuracy.

4. Provide digital display of sensed temperature.
5. Provide sensor with local control.

    a. Local override to turn HVAC on.
    b. Capable of manual override through control system operator.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

B. Examine roughing-in for instruments installed in piping to verify actual locations of connections before installation.

C. Examine roughing-in for instruments installed in duct systems to verify actual locations of connections before installation.

D. Prepare written report, endorsed by Installer, listing conditions detrimental to performance.

E. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

A. Install products level, plumb, parallel, and perpendicular with building construction.

B. Fastening Hardware:

1. Stillson wrenches, pliers, and other tools that cause injury to or mar surfaces of rods, nuts, and other parts are prohibited for work of assembling and tightening nuts.
2. Tighten bolts and nuts firmly and uniformly. Do not overstress threads by excessive force or by oversized wrenches.
3. Lubricate threads of bolts, nuts, and screws with graphite and oil before assembly.

C. Install products in locations that are accessible and that permit calibration and maintenance from floor, equipment platforms, or catwalks. Where ladders are required for Owner's access, confirm unrestricted ladder placement is possible under occupied condition.

3.3 TEMPERATURE INSTRUMENT INSTALLATIONS

A. Mounting Location:

1. Roughing In:

a. Outline instrument mounting locations before setting instruments and routing cable, wiring, tubing, and conduit to final location.
b. Provide independent inspection to confirm that proposed mounting locations comply with requirements indicated and approved submittals.

1) Indicate dimensioned locations with mounting height for all surface-mounted products on Shop Drawings.
2) Do not begin installation without submittal approval of mounting location.

c. Complete installation rough-in only after confirmation by independent inspection is complete and approval of location is documented for review by Owner and Architect on request.

2. Install switches and transmitters for air and liquid temperature associated with individual air-handling units and associated connected ductwork and piping near air-handling units co-located in air-handling unit system control panel to provide service personnel a single and convenient location for inspection and service.
3. Install liquid and steam temperature switches and transmitters for indoor applications in mechanical equipment rooms. Do not locate in user-occupied space unless indicated specifically on Drawings.

4. Install air temperature switches and transmitters for indoor applications in mechanical equipment rooms. Do not locate in user-occupied space unless indicated specifically on Drawings.
5. Mount switches and transmitters on walls, floor-supported freestanding pipe stands, or floor-supported structural support frames. Use manufacturer's mounting brackets to accommodate field mounting. Securely support and brace products to prevent vibration and movement.

B. Special Mounting Requirements:

1. Protect products installed outdoors from solar radiation, building and wind effect with stand-offs and shields constructed of Type 316 stainless.
2. Temperature instruments having performance impacted by temperature of mounting substrate shall be isolated with an insulating barrier located between instrument and substrate to eliminate effect. Where instruments requiring insulation are located in finished space, conceal insulating barrier in a cover matching the instrument cover.

C. Mounting Height:

1. Mount temperature instruments in user-occupied space to match mounting height of existing original pneumatic thermostats unless otherwise indicated on Drawings. Mounting height shall comply with codes and accessibility requirements.

D. Seal penetrations to ductwork, plenums, and air-moving equipment to comply with duct static-pressure class and leakage and seal classes indicated using neoprene gaskets or grommets.

E. Space Temperature Sensor Installation:

1. Conceal assembly in an electrical box of sufficient size to house sensor and transmitter, if provided.
2. Install electrical box with a faceplate to match sensor cover if sensor cover does not completely cover electrical box.
3. In finished areas, recess electrical box within wall.
4. In unfinished areas, electrical box may be surface mounted if electrical light switches are surface mounted. Use a cast-aluminum electric box for surface-mounted installations.
5. Align electrical box with other electrical devices such as visual alarms and light switches located in the vicinity to provide a neat and well-thought-out arrangement. Where possible, align in both horizontal and vertical axis.

F. Single-Point Duct Temperature Sensor Installation:

1. Install single-point-type, duct-mounted, supply- and return-air temperature sensors. Install sensors in ducts with sensitive portion of the element installed in center of duct cross section and located to sense near average temperature. Do not exceed 24 inches in sensor length.

2. Install return-air sensor in location that senses return-air temperature without influence from outdoor or mixed air.
3. Rigidly support sensor to duct and seal penetration airtight.
4. If required to have transmitter, mount transmitter remote from sensor at accessible and serviceable location.

3.4 CLEANING

A. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from exposed interior and exterior surfaces.

B. Wash and shine glazing.

C. Polish glossy surfaces to a clean shine.

3.5 CHECK-OUT PROCEDURES

A. Check installed products before continuity tests, leak tests, and calibration.

B. Check temperature instruments for proper location and accessibility.

C. Verify sensing element type and proper material.

D. Verify location and length.

E. Verify that wiring is correct and secure.

3.6 ADJUSTMENT, CALIBRATION, AND TESTING

A. Description:

1. Calibrate each instrument installed that is not factory calibrated and provided with calibration documentation.
2. Provide a written description of proposed field procedures and equipment for calibrating each type of instrument. Submit procedures before calibration and adjustment.
3. For each analog instrument, make a three-point test of calibration for both linearity and accuracy.
4. Equipment and procedures used for calibration shall meet instrument manufacturer's written instructions.
5. Provide diagnostic and test equipment for calibration and adjustment.
6. Field instruments and equipment used to test and calibrate installed instruments shall have accuracy at least twice the instrument accuracy being calibrated. For example, an installed instrument with an accuracy of 1 percent shall be checked by an instrument with an accuracy of 0.5 percent.

7. Calibrate each instrument according to instrument instruction manual supplied by manufacturer.
8. If after calibration indicated performance cannot be achieved, replace out-of-tolerance instruments.
9. Comply with field-testing requirements and procedures indicated by ASHRAE Guideline 11, "Field Testing of HVAC Control Components," in the absence of specific requirements and to supplement requirements indicated.

B. Analog Signals:

1. Check analog voltage signals using a precision voltage meter at zero, 50, and 100 percent.
2. Check analog current signals using a precision current meter at zero, 50, and 100 percent.
3. Check resistance signals for temperature sensors at zero, 50, and 100 percent of operating span using a precision-resistance source.

C. Digital Signals:

1. Check digital signals using a jumper wire.
2. Check digital signals using an ohmmeter to test for contact.

D. Sensors: Check sensors at zero, 50, and 100 percent of Project design values.

E. Switches: Calibrate switches to make or break contact at set points indicated.

F. Transmitters:

1. Check and calibrate transmitters at zero, 50, and 100 percent of Project design values.
2. Calibrate resistance temperature transmitters at zero, 50, and 100 percent of span using a precision-resistance source.

3.7 FIELD QUALITY CONTROL

A. Perform the following tests and inspections with the assistance of a factory-authorized service representative:

1. Perform according to manufacturer's written instruction.
2. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

B. Prepare test and inspection reports.

3.8 ADJUSTING

A. Occupancy Adjustments: When requested within 12 months from date of Substantial Completion, provide on-site assistance in adjusting system to suit actual occupied conditions. Provide up to two visits to Project during other-than-normal occupancy hours for this purpose.

3.9 DEMONSTRATION

A. Train Owner's maintenance personnel to adjust, operate, and maintain temperature instruments.

END OF SECTION 230923.27

SECTION 233113 - METAL DUCTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Single-wall rectangular ducts and fittings.
2. Single-wall round ducts and fittings.
3. Sheet metal materials.
4. Hangers and supports.

B. Related Sections:

1. Section 230593 "Testing, Adjusting, and Balancing for HVAC" for testing, adjusting, and balancing requirements for metal ducts.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of the following products:

1. Sheet metal duct materials.

1.4 QUALITY ASSURANCE

A. Welding Qualifications: Qualify procedures and personnel in accordance with the following:

1. **AWS D1.1/D1.1M, "Structural Welding Code - Steel," for hangers and supports.**

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Structural Performance: Duct hangers and supports shall withstand the effects of gravity loads and stresses within limits and under conditions described in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible"

B. Retain "Airstream Surfaces," "ASHRAE Compliance," or "ASHRAE/IES Compliance" Paragraph below to comply with sustainable design schemes that require compliance with ASHRAE 62.1 and ASHRAE/IES 90.1.

C. Airstream Surfaces: Surfaces in contact with airstream shall comply with requirements in ASHRAE 62.1.

D. ASHRAE Compliance: Applicable requirements in ASHRAE 62.1, Section 5 - "Systems and Equipment," and Section 7 - "Construction and System Startup."

E. ASHRAE/IES Compliance: Applicable requirements in ASHRAE/IES 90.1, Section 6.4.4 - "HVAC System Construction and Insulation."

F. Duct Dimensions: Unless otherwise indicated, all duct dimensions indicated on Drawings are inside clear dimensions and do not include insulation or duct wall thickness.

2.2 SINGLE-WALL RECTANGULAR DUCTS AND FITTINGS

A. General Fabrication Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" based on indicated static-pressure class unless otherwise indicated.

1. Construct ducts of galvanized sheet steel unless otherwise indicated.

B. Transverse Joints: Fabricate joints in accordance with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-1, "Rectangular Duct/Transverse Joints," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

1. For ducts with longest side less than 36 inches, select joint types in accordance with Figure 2-1.
2. For ducts with longest side 36 inches or greater, use flange joint connector Type T-22, T-24, T-24A, T-25a, or T-25b. Factory-fabricated flanged duct connection system may be used if submitted and approved by engineer of record.

C. Longitudinal Seams: Select seam types and fabricate in accordance with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-2, "Rectangular Duct/Longitudinal Seams," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

D. Elbows, Transitions, Offsets, Branch Connections, and Other Duct Construction: Select types and fabricate in accordance with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Ch. 4, "Fittings and Other Construction," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

2.3 SINGLE-WALL ROUND DUCTS AND FITTINGS

A. General Fabrication Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Ch. 3, "Round, Oval, and Flexible Duct," based on indicated static-pressure class unless otherwise indicated.

1. Construct ducts of galvanized sheet steel unless otherwise indicated.
2. For ducts exposed to weather, construct of T**ype 304** stainless steel indicated by manufacturer to be suitable for outdoor installation.

B. Flat-Oval Ducts: Indicated dimensions are the duct width (major dimension) and diameter of the round sides connecting the flat portions of the duct (minor dimension).

C. Transverse Joints: Select joint types and fabricate in accordance with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-1, "Round Duct Transverse Joints," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

1. Transverse Joints in Ducts Larger Than 60 Inches in Diameter: Flanged.

D. Longitudinal Seams: Select seam types and fabricate in accordance with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-2, "Round Duct Longitudinal Seams," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

1. Fabricate round ducts larger than 90 inches in diameter with butt-welded longitudinal seams.
2. Fabricate flat-oval ducts larger than 72 inches in width (major dimension) with butt-welded longitudinal seams.

E. Tees and Laterals: Select types and fabricate in accordance with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-5, "90 Degree Tees and Laterals," and Figure 3-6, "Conical Tees," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

2.4 SHEET METAL MATERIALS

A. General Material Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for acceptable materials, material thicknesses, and duct construction methods unless otherwise indicated. Sheet metal materials shall be free of pitting, seam marks, roller marks, stains, discolorations, and other imperfections.

B. Galvanized Sheet Steel: Comply with ASTM A653/A653M.

1. Galvanized Coating Designation: G90.
2. Finishes for Surfaces Exposed to View: Mill phosphatized.

C. Reinforcement Shapes and Plates: ASTM A36/A36M, steel plates, shapes, and bars; black and galvanized.

1. Where black- and galvanized-steel shapes and plates are used to reinforce aluminum ducts, isolate the different metals with butyl rubber, neoprene, or EPDM gasket materials.

D. Tie Rods: Galvanized steel, 1/4-inch-minimum diameter for lengths 36 inches or less; 3/8-inch-minimum diameter for lengths longer than 36 inches.

2.5 SEALANT AND GASKETS

A. General Sealant and Gasket Requirements: Surface-burning characteristics for sealants and gaskets shall be a maximum flame-spread index of 25 and a maximum smoke-developed index of 50 when tested in accordance with UL 723; certified by an NRTL.

B. Two-Part Tape Sealing System:

1. Tape: Woven cotton fiber impregnated with mineral gypsum and modified acrylic/silicone activator to react exothermically with tape to form hard, durable, airtight seal.
2. Tape Width: 3 inches.
3. Sealant: Modified styrene acrylic.
4. Water resistant.
5. Mold and mildew resistant.
6. Maximum Static-Pressure Class: 10 inch wg, positive and negative.
7. Service: Indoor and outdoor.

8. Service Temperature: Minus 40 to plus 200 deg F.
9. Substrate: Compatible with galvanized sheet steel (both PVC coated and bare), stainless steel, or aluminum.

C. Water-Based Joint and Seam Sealant:

1. Application Method: Brush on.
2. Solids Content: Minimum 65 percent.
3. Shore A Hardness: Minimum 20.
4. Water resistant.
5. Mold and mildew resistant.
6. VOC: Maximum 75 g/L (less water).
7. Maximum Static-Pressure Class: 10 inch wg, positive and negative.
8. Service: Indoor or outdoor.
9. Substrate: Compatible with galvanized sheet steel (both PVC coated and bare), stainless steel, or aluminum sheets.

D. Solvent-Based Joint and Seam Sealant:

1. Application Method: Brush on.
2. Base: Synthetic rubber resin.
3. Solvent: Toluene and heptane.
4. Solids Content: Minimum 60 percent.
5. Shore A Hardness: Minimum 60.
6. Water resistant.
7. Mold and mildew resistant.
8. <Double click to insert sustainable design text for sealant.>
9. <Double click to insert sustainable design text for sealants.>
10. Maximum Static-Pressure Class: 10-inch wg, positive or negative.
11. Service: Indoor or outdoor.
12. Substrate: Compatible with galvanized sheet steel (both PVC coated and bare), stainless steel, or aluminum sheets.

2.6 HANGERS AND SUPPORTS

A. Hanger Rods for Noncorrosive Environments: Galvanized-steel rods and nuts.

B. Hanger Rods for Corrosive Environments: Electrogalvanized, all-thread rods or galvanized rods with threads painted with zinc-chromate primer after installation.

C. Strap and Rod Sizes: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 5-1, "Rectangular Duct Hangers Minimum Size," and Table 5-2, "Minimum Hanger Sizes for Round Duct."

D. Steel Cables for Galvanized-Steel Ducts: Galvanized steel complying with ASTM A603.

E. Steel Cables for Stainless-Steel Ducts: Stainless steel complying with ASTM A492.

F. Steel Cable End Connections: Galvanized-steel assemblies with brackets, swivel, and bolts designed for duct hanger service; with an automatic-locking and clamping device.

G. Duct Attachments: Sheet metal screws, blind rivets, or self-tapping metal screws; compatible with duct materials.

H. Trapeze and Riser Supports:

1. Supports for Galvanized-Steel Ducts: Galvanized-steel shapes and plates.
2. Supports for Stainless-Steel Ducts: Stainless-steel shapes and plates.
3. Supports for Aluminum Ducts: Aluminum or galvanized steel coated with zinc chromate.

PART 3 - EXECUTION

3.1 DUCT INSTALLATION

A. Drawing plans, schematics, and diagrams indicate general location and arrangement of duct system. Indicated duct locations, configurations, and arrangements were used to size ducts and calculate friction loss for air-handling equipment sizing and for other design considerations. Install duct systems as indicated unless deviations to layout are approved on Shop Drawings and coordination drawings.

B. Install ducts in accordance with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" unless otherwise indicated.

C. Install ducts in maximum practical lengths with fewest possible joints.

D. Install factory- or shop-fabricated fittings for changes in direction, size, and shape and for branch connections.

E. Unless otherwise indicated, install ducts vertically and horizontally, and parallel and perpendicular to building lines.

F. Install ducts close to walls, overhead construction, columns, and other structural and permanent enclosure elements of building.

G. Install ducts with a clearance of 1 inch, plus allowance for insulation thickness.

H. Route ducts to avoid passing through transformer vaults and electrical equipment rooms and enclosures.

I. Where ducts pass through non-fire-rated interior partitions and exterior walls and are exposed to view, cover the opening between the partition and duct or duct insulation with sheet metal flanges of same metal thickness as the duct. Overlap openings on four sides by at least 1-1/2 inches.

J. Protect duct interiors from moisture, construction debris and dust, and other foreign materials both before and after installation.

K. Elbows: Use long-radius elbows wherever they fit.

1. Fabricate 90-degree rectangular mitered elbows to include turning vanes.
2. Fabricate 90-degree round elbows with a minimum of three segments for 12 inches and smaller and a minimum of five segments for 14 inches and larger.

L. Branch Connections: Use lateral or conical branch connections.

3.2 DUCT SEALING

A. Seal ducts for duct static-pressure, seal classes, and leakage classes specified in "Duct Schedule" Article in accordance with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

B. Seal ducts at a minimum to the following seal classes in accordance with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible":

1. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
2. Outdoor, Supply-Air Ducts: Seal Class A.
3. Outdoor, Exhaust Ducts: Seal Class C.
4. Outdoor, Return-Air Ducts: Seal Class C.
5. Unconditioned Space, Supply-Air Ducts in Pressure Classes 2-Inch wg and Lower: Seal Class B.
6. Unconditioned Space, Supply-Air Ducts in Pressure Classes Higher Than 2-Inch wg: Seal Class A.
7. Unconditioned Space, Exhaust Ducts: Seal Class C.
8. Unconditioned Space, Return-Air Ducts: Seal Class B.
9. Conditioned Space, Supply-Air Ducts in Pressure Classes 2-Inch wg and Lower: Seal Class C.
10. Conditioned Space, Supply-Air Ducts in Pressure Classes Higher Than 2-Inch wg: Seal Class B.
11. Conditioned Space, Exhaust Ducts: Seal Class B.
12. Conditioned Space, Return-Air Ducts: Seal Class C.

3.3 HANGER AND SUPPORT INSTALLATION

A. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Chapter 5, "Hangers and Supports."

B. Building Attachments: Concrete inserts, powder-actuated fasteners, or structural-steel fasteners appropriate for construction materials to which hangers are being attached.

1. Where practical, install concrete inserts before placing concrete.
2. Install powder-actuated concrete fasteners after concrete is placed and completely cured.
3. Use powder-actuated concrete fasteners for standard-weight aggregate concretes or for slabs more than 4 inches thick.
4. Do not use powder-actuated concrete fasteners for lightweight-aggregate concretes or for slabs less than 4 inches thick.
5. Do not use powder-actuated concrete fasteners for seismic restraints.

C. Hanger Spacing: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 5-1, "Rectangular Duct Hangers Minimum Size," and Table 5-2, "Minimum Hanger Sizes for Round Duct," for maximum hanger spacing; install hangers and supports within 24 inches of each elbow and within 48 inches of each branch intersection.

D. Hangers Exposed to View: Threaded rod and angle or channel supports.

E. Support vertical ducts with steel angles or channel secured to the sides of the duct with welds, bolts, sheet metal screws, or blind rivets; support at each floor and at a maximum intervals of 16 feet.

F. Install upper attachments to structures. Select and size upper attachments with pull-out, tension, and shear capacities appropriate for supported loads and building materials where used.

3.4 CONNECTIONS

A. Make connections to equipment with flexible connectors complying with Section 233300 "Air Duct Accessories."

B. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for branch, outlet and inlet, and terminal unit connections.

3.5 PAINTING

A. Paint interior of metal ducts that are visible through registers and grilles and that do not have duct liner. Apply one coat of flat, black, latex paint over a compatible galvanized-steel primer. Paint materials and application requirements are specified in Section 099113 "Exterior Painting" and Section 099123 "Interior Painting."

3.6 FIELD QUALITY CONTROL

A. Perform tests and inspections.

B. Duct System Cleanliness Tests:

1. Visually inspect duct system to ensure that no visible contaminants are present.
2. Test sections of metal duct system, chosen randomly by Owner, for cleanliness in accordance with "Description of Method 3 - NADCA Vacuum Test" in NADCA ACR, "Assessment, Cleaning and Restoration of HVAC Systems."

    a. Acceptable Cleanliness Level: Net weight of debris collected on the filter media shall not exceed 0.75 mg/100 sq. cm.

C. Duct system will be considered defective if it does not pass tests and inspections.

D. Prepare test and inspection reports.

3.7 DUCT CLEANING

A. Clean new duct system(s) before testing, adjusting, and balancing.

B. Use duct cleaning methodology as indicated in NADCA ACR.

C. Use service openings for entry and inspection.

1. Provide openings with access panels appropriate for duct static-pressure and leakage class at dampers, coils, and any other locations where required for inspection and cleaning access. Provide insulated panels for insulated or lined duct. Patch insulation and liner as recommended by duct liner manufacturer. Comply with Section 233300 "Air Duct Accessories" for access panels and doors.
2. Disconnect and reconnect flexible ducts as needed for cleaning and inspection.
3. Remove and reinstall ceiling to gain access during the cleaning process.

D. Particulate Collection and Odor Control:

1. When venting vacuuming system inside the building, use HEPA filtration with 99.97 percent collection efficiency for 0.3-micron-size (or larger) particles.
2. When venting vacuuming system to outdoors, use filter to collect debris removed from HVAC system, and locate exhaust downwind and away from air intakes and other points of entry into building.

E. Clean the following components by removing surface contaminants and deposits:

1. Air outlets and inlets (registers, grilles, and diffusers).
2. Supply, return, and exhaust fans including fan housings, plenums (except ceiling supply and return plenums), scrolls, blades or vanes, shafts, baffles, dampers, and drive assemblies.
3. Air-handling unit internal surfaces and components including mixing box, coil section, air wash systems, spray eliminators, condensate drain pans, humidifiers and dehumidifiers, filters and filter sections, and condensate collectors and drains.

4. Coils and related components.
5. Return-air ducts, dampers, actuators, and turning vanes except in ceiling plenums and mechanical equipment rooms.
6. Supply-air ducts, dampers, actuators, and turning vanes.
7. Dedicated exhaust and ventilation components and makeup air systems.

F. Mechanical Cleaning Methodology:

1. Clean metal duct systems using mechanical cleaning methods that extract contaminants from within duct systems and remove contaminants from building.
2. Use vacuum-collection devices that are operated continuously during cleaning. Connect vacuum device to downstream end of duct sections so areas being cleaned are under negative pressure.
3. Use mechanical agitation to dislodge debris adhered to interior duct surfaces without damaging integrity of metal ducts, duct liner, or duct accessories.
4. Clean fibrous-glass duct liner with HEPA vacuuming equipment; do not permit duct liner to get wet. Replace fibrous-glass duct liner that is damaged, deteriorated, or delaminated or that has friable material, mold, or fungus growth.
5. Clean coils and coil drain pans in accordance with NADCA ACR. Keep drain pan operational. Rinse coils with clean water to remove latent residues and cleaning materials; comb and straighten fins.
6. Provide drainage and cleanup for wash-down procedures.
7. Antimicrobial Agents and Coatings: Apply EPA-registered antimicrobial agents if fungus is present. Apply antimicrobial agents in accordance with manufacturer's written instructions after removal of surface deposits and debris.

3.8 STARTUP

A. Air Balance: Comply with requirements in Section 230593 "Testing, Adjusting, and Balancing for HVAC."

3.9 DUCT SCHEDULE

A. Fabricate ducts with galvanized sheet steel except as otherwise indicated and as follows:

1. Fabricate all ducts to achieve SMACNA pressure class, seal class, and leakage class as indicated below.

B. Supply Ducts:

1. Ducts Connected to Fan Coil Units, Furnaces, Heat Pumps, and Terminal Units:

a. Pressure Class: Positive 1 inch wg.
b. Minimum SMACNA Seal Class: A.
c. SMACNA Leakage Class for Rectangular: **2**.
d. SMACNA Leakage Class for Round and Flat Oval: **2**.

C. Elbow Configuration:

1. Rectangular Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-2, "Rectangular Elbows."

   a. Velocity 1000 fpm or Lower:

      1) Radius Type RE 1 with minimum 0.5 radius-to-diameter ratio.
      2) Mitered Type RE 4 without vanes.

   b. Velocity 1000 to 1500 fpm:

      1) Radius Type RE 1 with minimum 1.0 radius-to-diameter ratio.
      2) Radius Type RE 3 with minimum 0.5 radius-to-diameter ratio and two vanes.
      3) Mitered Type RE 2 with vanes complying with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-3, "Vanes and Vane Runners," and Figure 4-4, "Vane Support in Elbows."

   c. Velocity 1500 fpm or Higher:

      1) Radius Type RE 1 with minimum 1.5 radius-to-diameter ratio.
      2) Radius Type RE 3 with minimum 1.0 radius-to-diameter ratio and two vanes.
      3) Mitered Type RE 2 with vanes complying with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-3, "Vanes and Vane Runners," and Figure 4-4, "Vane Support in Elbows."

2. Rectangular Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-2, "Rectangular Elbows."

   a. Radius Type RE 1 with minimum 1.5 radius-to-diameter ratio.
   b. Radius Type RE 3 with minimum 1.0 radius-to-diameter ratio and two vanes.
   c. Mitered Type RE 2 with vanes complying with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-3, "Vanes and Vane Runners," and Figure 4-4, "Vane Support in Elbows."

3. Round Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-4, "Round Duct Elbows."

   a. Minimum Radius-to-Diameter Ratio and Elbow Segments: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 3-1, "Mitered Elbows." Elbows with less than 90-degree change of direction have proportionately fewer segments.

1) Velocity 1000 fpm or Lower: 0.5 radius-to-diameter ratio and three segments for 90-degree elbow.
2) Velocity 1000 to 1500 fpm: 1.0 radius-to-diameter ratio and four segments for 90-degree elbow.
3) Velocity 1500 fpm or Higher: 1.5 radius-to-diameter ratio and five segments for 90-degree elbow.
4) Radius-to Diameter Ratio: 1.5.

b. Round Elbows, 12 Inches and Smaller in Diameter: Stamped or pleated.
c. Round Elbows, 14 Inches and Larger in Diameter: **Standing seam**.

D. Branch Configuration:

1. Rectangular Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-6, "Branch Connection."

a. Rectangular Main to Rectangular Branch: 45-degree entry.
b. Rectangular Main to Round Branch: Conical spin in.

2. Round and Flat Oval: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-5, "90 Degree Tees and Laterals," and Figure 3-6, "Conical Tees." Saddle taps are permitted in existing duct.

a. Velocity 1000 fpm or Lower: 90-degree tap.
b. Velocity 1000 to 1500 fpm: Conical tap.
c. Velocity 1500 fpm or Higher: 45-degree lateral.

END OF SECTION

SECTION 233300 - AIR DUCT ACCESSORIES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Manual volume dampers.
2. Turning vanes.
3. Flexible ducts.

B. Related Requirements:

1. Section 233723 "HVAC Gravity Ventilators" for roof-mounted ventilator caps.
2. Section 284600 "Fire Detection and Alarm" for duct-mounted heat, smoke, and carbon-monoxide detectors.
3. Section 284614 "Single- and Multiple- Station Alarms" for standalone duct-mounted heat, smoke, and carbon-monoxide detectors/alarms.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of specified product.

1. Construction details, material descriptions, and dimensions of individual components.
2. For dampers, include housings, linkages, and operators.
3. For damper operators, include electrical or pneumatic pressure rating and damper size rating.
4. For duct-mounted duct silencers, include pressure drop, dynamic insertion loss, and self-generated noise data. Include breakout noise calculations for high-transmission-loss casings.

B. Shop Drawings: For air duct accessories.

1. Plans showing locations, elevations, sections, and attachment details.
2. Duct accessories' fabrication and installation in ducts and other construction. Include dimensions, weights, loads, and required clearances; and method of field assembly into duct systems and other construction. Include the following:

a. Special fittings.
b. Manual volume damper installations.
c. Control-damper installations.
d. Fire-damper, smoke-damper, combination fire- and smoke-damper, ceiling, and corridor-damper installations, including sleeves; and duct-mounted access doors and remote damper operators.

e. Duct security bars.
f. Diagrams for power, signal, and control wiring.

C. Sustainable Design Submittals:

1. Product Data: Showing compliance with ASHRAE 62.1.

1.3 INFORMATIONAL SUBMITTALS

A. Coordination Drawings: Reflected ceiling plans, or BIM model, drawn to scale, on which ceiling-mounted access panels and access doors required for access to duct accessories are shown and coordinated with each other, using input from installers of the items involved.

B. Source Quality Control Reports: For duct-mounted duct silencers.

1.4 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For air duct accessories.

PART 2 - PRODUCTS

2.1 DAMPERS

A. Manual Volume Dampers:

1. Manual Volume Damper Jackshaft:

a. Size: **0.5-inch** diameter.
b. Material: Galvanized-steel pipe rotating within pipe-bearing assembly mounted on supports at each mullion and at each end of multiple-damper assemblies.
c. Length and Number of Mountings: As required to connect linkage of each damper in multiple-damper assembly.

2. Manual Volume Damper Hardware:

a. Zinc-plated, die-cast core with dial and handle, made of **3/32-inch-** thick zinc-plated steel, and a **3/4-inch** hexagon locking nut.
b. Include center hole to suit damper operating-rod size.
c. Include elevated platform for insulated duct mounting.

2.2 MATERIALS

A. Galvanized Sheet Steel: Comply with ASTM A653/A653M.

1. Galvanized Coating Designation: **G90**.
2. Exposed-Surface Finish: Mill phosphatized.

B. Reinforcement Shapes and Plates: Galvanized-steel reinforcement where installed on galvanized sheet metal ducts; compatible materials for aluminum and stainless steel ducts.

C. Tie Rods: Galvanized steel, **1/4-inch** minimum diameter for lengths **36 inches** or less; **3/8-inch** minimum diameter for lengths longer than **36 inches**.

2.3 FLEXIBLE DUCTS

A. Standard: Product is to be UL 181 listed and bearing the UL label.

2.4 FLEXIBLE DUCT CONNECTORS

A. Clamps: **Stainless steel band with stainless steel or zinc-plated hex screw to tighten band with a worm-gear action** in sizes **3 through 18 inches**, to suit duct size.

PART 3 - EXECUTION (Not Used)

3.1 INSTALLATION OF AIR DUCT ACCESSORIES, GENERAL

A. Install duct accessories in accordance with applicable details in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for metal ducts and in NAIMA AH116 for fibrous-glass ducts.

B. Install duct accessories of materials suited to duct materials; use galvanized-steel accessories in galvanized-steel and fibrous-glass ducts, stainless steel accessories in stainless steel ducts, and aluminum accessories in aluminum ducts.

C. Install duct test holes where required for testing and balancing.

3.2 INSTALLATION OF DAMPERS

A. Where multiple damper sections are necessary to achieve required dimensions, provide reinforcement to fully support damper assembly when fully closed at full-system-design static pressure.

B. Set dampers to fully open position before testing, adjusting, and balancing.

C. Manual Volume Dampers: Install volume dampers at points on supply, return, and exhaust systems where branches extend from larger ducts. Where dampers are installed in ducts having a duct liner, install dampers with hat channels of same depth

as liner, and terminate liner with nosing at hat channel.

1. Install steel volume dampers in steel ducts.

3.3 INSTALLATION OF UL-LISTED DAMPERS

A. Install in accordance with UL listing.

3.4 INSTALLATION OF FLEXIBLE DUCTS

A. Install flexible ducts in accordance with applicable details in the following publications:

1. ADC's "Flexible Duct Performance & Installation Standards" for flexible ducts.
2. NAIMA AH116.
3. SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for metal ducts.
4. SMACNA's "Fibrous Glass Duct Construction Standards" for fibrous-glass ducts.

B. Install in indoor applications only. Do not install flexible duct in locations where it will be exposed to UV rays.

C. Where flexible duct is to be installed in locations where it will be exposed to UV rays, install only duct that is specifically made for this use and is has been so marked by the manufacturer.

D. Connect diffusers with maximum **60-inch** lengths of flexible duct clamped or strapped in place.

E. Connect flexible ducts to metal ducts with **draw bands**.

F. Installation of Flexible Ducts:

1. Install ducts fully extended.
2. Do not bend ducts across sharp corners.
3. Bends of flexible ducting must not exceed a minimum of one-duct diameter.
4. Avoid contact with metal fixtures, water lines, pipes, or conduits.
5. Install flexible ducts in a direct line, without sags, twists, or turns.
6. Install in accordance with ADC instructions.

G. Supporting Flexible Ducts:

1. Support flexible duct at manufacturer's recommended intervals, but at no greater distance than **4 ft.**. Provide sufficient support so that maximum centerline sag is **1/2 inch per ft.** between supports. A connection to rigid duct or equipment may be considered a support joint.
2. Install extra supports at bends placed approximately one-duct diameter from center line of the bend.
3. Ducts may rest on ceiling joists or truss supports. Spacing between supports

must not exceed the maximum spacing in accordance with manufacturer's written installation instructions.

4. Vertically installed ducts must be stabilized by support straps at a maximum of **72 inches** o.c.

3.5 FIELD QUALITY CONTROL

A. Tests and Inspections:

1. Dampers: Operate dampers to verify full range of movement.
2. Duct-Mounted Access Doors, Access Panels, and Pressure Relief Doors: Inspect locations of access doors, and verify that size and location of access doors are adequate to perform required operation.
3. UL-Listed Dampers: Operate fire, smoke, and combination fire and smoke dampers to verify full range of movement and that proper heat-response device is installed.
4. Turning Vanes: Inspect turning vanes for proper and secure installation, and verify that vanes do not move or rattle.
5. Remote Damper Operators: Operate remote damper operators to verify full range of movement of operator and damper.

END OF SECTION 233300

SECTION 233600 - AIR TERMINAL UNITS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Modulating, single-duct air terminal units.
   2. Casing liner.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of air terminal unit.

   1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for air terminal units.
   2. Include rated capacities, operating characteristics, electrical characteristics, and furnished specialties and accessories.

B. Shop Drawings: For air terminal units.

   1. Include plans, elevations, sections, and mounting details.
   2. Include details of equipment assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
   3. Include diagrams for power, signal, and control wiring.
   4. Hangers and supports, including methods for duct and building attachment and vibration isolation.

1.3 INFORMATIONAL SUBMITTALS

A. Coordination Drawings: Floor plans and other details, or BIM model, drawn to scale, indicating the items described in this Section, and coordinated with all building trades.

B. Field quality-control reports.

1.4 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For air terminal units to include in emergency, operation, and maintenance manuals.

   1. In addition to items specified in Section 017823 "Operation and Maintenance Data," include the following:

a. Instructions for resetting minimum and maximum air volumes.
b. Instructions for adjusting software set points.

1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Fan-Powered-Unit Filters: Furnish one spare filter(s) for each filter installed.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a Qualified Electrical Testing Laboratory, and marked for intended location and application.

2.2 MODULATING, SINGLE-DUCT AIR TERMINAL UNITS

A. Description: Volume-damper assembly inside unit casing with control components inside a protective metal shroud.

B. Casing: Minimum 22-gauge- thick galvanized steel.

1. Casing Liner: Comply with requirements in "Casing Liner" Article below for "Casing Liner, Fibrous Glass" Paragraph with "Antimicrobial Erosion-Resistant Coating" Subparagraph with "Foil-Faced Liner" Subparagraph.
2. Air Inlet: Round stub connection or S-slip and drive connections for duct attachment.
3. Air Outlet: S-slip and drive connections, size matching inlet size.
4. Access: Removable panels for access to parts requiring service, adjustment, or maintenance; with airtight gasket.

C. Volume Damper: Galvanized steel with peripheral gasket and self-lubricating bearings.

1. Maximum Damper Leakage: AHRI 880 rated, 1 percent of nominal airflow at 3-inch wg inlet static pressure.

D. Velocity Sensors: Multipoint array with velocity inlet sensors.

E. Attenuator Section: Casing material and thickness matching associated air terminal unit casing. Provide absorptive attenuator integral with the air terminal unit, with noise transmission loss performance as required in schedules on Drawings.

F. Electric-Resistance Heating Coils: Nickel-chromium heating wire, free of expansion noise and hum, mounted in ceramic inserts in a galvanized-steel housing; with primary automatic, and secondary manual, reset thermal cutouts. Terminate elements in stainless steel, machine-staked terminals secured with stainless steel hardware. Provide electric-resistance heating coils for air terminal units scheduled on Drawings.

1. SCR controlled.
2. Access door interlocked disconnect switch.
3. Downstream air temperature sensor with local connection to override discharge-air temperature to not exceed a maximum temperature set point (adjustable).
4. Nickel chrome 80/20 heating elements.
5. Airflow switch for proof of airflow.
6. Fan interlock contacts.
7. Fuses in terminal box for overcurrent protection (for coils of more than 48 A).
8. Pneumatic-electric switches and relays.
9. Magnetic contactor for each step of control (for three-phase coils).

G. Direct Digital Controls:
1. Terminal Unit Controller, Section 230923: Controller is to be factory mounted and wired by air terminal manufacturer; unit controllers, integrated actuators, and room sensors to be furnished under Section 230923 "Direct Digital Controls (DDC) for HVAC."

2.3 CASING LINER

A. Casing Liner, Fibrous Glass: Fibrous-glass duct liner, complying with ASTM C1071, NFPA 90A or NFPA 90B, and with NAIMA AH124.

1. Minimum Thickness: 3/4 inch.
   a. Maximum Thermal Conductivity:
      1) Type II, Rigid: 0.23 Btu x in./h x sq. ft. x deg F at 75 deg F mean temperature.
2. Antimicrobial Erosion-Resistant Coating: Apply to surface of liner that will form interior surface of duct to act as a moisture repellent and erosion-resistant coating. Antimicrobial compound is to be tested for efficacy by an NRTL and registered by the EPA for use in HVAC systems.
3. Foil-Faced Liner: Minimum 0.001-inch reinforced, nonporous aluminum foil applied to matted insulation airstream face. Encapsulate all insulation edges with sheet metal angles and channels, or tape.

2.4 SOURCE QUALITY CONTROL

A. AHRI 880 Certification: Test, rate, and label assembled air terminal units in accordance with AHRI 880.

B. Water Coils: Factory pressure test to 300 psig in accordance with AHRI 410 and ASHRAE 33.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Comply with Section 230529 "Hangers and Supports for HVAC Piping and Equipment" and Section 233113 "Metal Ducts" for hangers and supports.

B. Install air terminal units according to NFPA 90A.

C. Install air terminal units level and plumb. Maintain sufficient clearance for normal service and maintenance.

3.2 PIPING CONNECTIONS

A. Where installing piping adjacent to air terminal unit, allow space for service and maintenance.

B. Hot-Water Piping: Comply with requirements in Section 232113 "Hydronic Piping" and Section 232116 Hydronic Piping Specialties," and connect heating coils to supply piping with shutoff valve, strainer, control valve, and union or flange; and to return piping with balancing valve and union or flange.

3.3 DUCTWORK CONNECTIONS

A. Comply with requirements in Section 233113 "Metal Ducts" for connecting ducts to air terminal units.

B. Make connections to air terminal units with flexible connectors complying with requirements in Section 233300 "Air Duct Accessories."

3.4 ELECTRICAL CONNECTIONS

A. Install field power to each air terminal unit electrical power connection. Coordinate with air terminal unit manufacturer and installers.

B. Connect wiring in accordance with Section 260519 "Low-Voltage Electrical Power Conductors and Cables."

C. Ground equipment in accordance with Section 260526 "Grounding and Bonding for Electrical Systems."

D. Install electrical devices furnished by manufacturer, but not factory mounted, in accordance with NFPA 70 and NECA 1.

E. Install nameplate for each electrical connection, indicating electrical equipment designation and circuit number feeding connection.

1. Nameplate shall be laminated acrylic or melamine plastic signs, as specified in Section 260553 "Identification for Electrical Systems."

3.5 CONTROL CONNECTIONS

A. Install control and electrical power wiring to field-mounted control devices.

B. Connect control wiring in accordance with Section 260523 "Control-Voltage Electrical Power Cables."

3.6 IDENTIFICATION

A. Label each air terminal unit with drawing designation, nominal airflow, maximum and minimum factory-set airflows, and coil type. Comply with requirements in Section 230553 "Identification for HVAC Piping and Equipment" for equipment labels and warning signs and labels.

3.7 STARTUP SERVICE

A. Engage a factory-authorized service representative to perform startup service.

1. Complete installation and startup checks in accordance with manufacturer's written instructions.
2. Verify that inlet duct connections are as recommended by air terminal unit manufacturer to achieve proper performance.
3. Verify that controls and control enclosure are accessible.
4. Verify that control connections are complete.
5. Verify that nameplate and identification tag are visible.
6. Verify that controls respond to inputs as specified.

3.8 ADJUSTING

A. Comply with requirements in Section 230593 "Testing, Adjusting, and Balancing for HVAC" for air terminal unit testing, adjusting, and balancing.

3.9 FIELD QUALITY CONTROL

A. Perform the following tests and inspections with the assistance of a factory-authorized service representative:

1. After installing air terminal units and after electrical circuitry has been energized, test for compliance with requirements.
2. Leak Test: After installation, fill water coils and test for leaks. Repair leaks and retest until no leaks exist.
3. Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation.
4. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

B. Air terminal unit will be considered defective if it does not pass tests and inspections.

C. Prepare test and inspection reports.

3.10 DEMONSTRATION

A. Train Owner's maintenance personnel to adjust, operate, and maintain air terminal units.

END OF SECTION 233600

SECTION 233713.13 - AIR DIFFUSERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Plenum Slot Diffusers.

B. Related Requirements:

1. Section 233300 "Air Duct Accessories" for volume-control dampers not integral to diffusers.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Data Sheet: Indicate materials of construction, finish, and mounting details; and performance data including throw and drop, static-pressure drop, and noise ratings.
2. Diffuser Schedule: Indicate drawing designation, room location, quantity, model number, size, and accessories furnished.

1.4 INFORMATIONAL SUBMITTALS

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

1. Ceiling suspension assembly members.
2. Method of attaching hangers to building structure.
3. Size and location of initial access modules for acoustical tile.
4. Ceiling-mounted items including lighting fixtures, diffusers, grilles, speakers, sprinklers, access panels, and special moldings.

B. Source quality-control reports.

PART 2 - PRODUCTS

2.1 PLENUM SLOT DIFFUSERS

A. Manufacturers:
1. Titus HVAC.
2. Price Industries.
3. Krueger HVAC.
4. Metalaire.

B. Slot Width: Refer to Schedule on Drawings.

C. Number of Slots: Refer to Schedule on Drawings.

D. Length: Refer to Schedule on Drawings.

E. Pattern Controllers:

F. Material: Aluminum, extruded, heavy wall.

G. Finishes:

1. Exterior: Standard white.
2. Interior: Standard black.

H. Throw: **Standard**.

I. Mounting: **Ceiling**.

J. Plenum: **Insulated**

2.2 SOURCE QUALITY CONTROL

A. Verification of Performance: Rate diffusers according to ASHRAE 70, "Method of Testing for Rating the Performance of Air Outlets and Inlets."

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas where diffusers are installed for compliance with requirements for installation tolerances and other conditions affecting performance of equipment.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Install diffusers level and plumb.

B. Ceiling-Mounted Outlets and Inlets: Drawings indicate general arrangement of ducts, fittings, and accessories. Air outlet and inlet locations have been indicated to achieve design requirements for air volume, noise criteria, airflow pattern, throw, and pressure drop. Make final locations where indicated, as much as practical. For units installed in lay-in ceiling panels, locate units in the center of panel. Where architectural features or other items conflict with installation, notify Architect for a determination of final location.

C. Install diffusers with airtight connections to ducts and to allow service and maintenance of dampers, air extractors, and fire dampers.

3.3 ADJUSTING

A. After installation, adjust diffusers to air patterns indicated, or as directed, before starting air balancing.

END OF SECTION 233713.13

SECTION 233713.23 - REGISTERS AND GRILLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:
   1. Fixed face registers.

B. Related Requirements:

   1. Section 233300 "Air Duct Accessories" for fire and smoke dampers and volume-control dampers not integral to registers and grilles.
   2. Section 233713.13 "Air Diffusers" for various types of air diffusers.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

   1. Data Sheet: Indicate materials of construction, finish, and mounting details; and performance data including throw and drop, static-pressure drop, and noise ratings.
   2. Register and Grille Schedule: Indicate drawing designation, room location, quantity, model number, size, and accessories furnished.

1.4 INFORMATIONAL SUBMITTALS

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

   1. Ceiling suspension assembly members.
   2. Method of attaching hangers to building structure.
   3. Size and location of initial access modules for acoustical tile.
   4. Ceiling-mounted items including lighting fixtures, diffusers, grilles, speakers, sprinklers, access panels, and special moldings.
   5. Duct access panels.

B. Source quality-control reports.

PART 2 - PRODUCTS

2.1 GRILLES

A. Fixed Face Grille:

B. Manufacturers:
1. Titus HVAC.
2. Price Industries.
3. Krueger HVAC.
4. Metalaire.

C. Material: **Aluminum**.
1. Finish: **Baked enamel, white**.
2. Face Blade Arrangement: 1”x1” square
3. Face Arrangement: Eggcrate
4. Core Construction: **Integral**.
5. Frame: **1-1/4 inches** wide.
6. Mounting: **Lay in**.

2.2 SOURCE QUALITY CONTROL

A. Verification of Performance: Rate registers and grilles according to ASHRAE 70, "Method of Testing for Rating the Performance of Air Outlets and Inlets."

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas where registers and grilles are installed for compliance with requirements for installation tolerances and other conditions affecting performance of equipment.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Install registers and grilles level and plumb.

B. Outlets and Inlets Locations: Drawings indicate general arrangement of ducts, fittings, and accessories. Air outlet and inlet locations have been indicated to achieve design requirements for air volume, noise criteria, airflow pattern, throw, and pressure drop. Make final locations where indicated, as much as practical. For units installed in lay-in ceiling panels, locate units in the center of panel. Where architectural features or other items conflict with installation, notify Architect for a determination of final location.

C. Install registers and grilles with airtight connections to ducts and to allow service and maintenance of dampers, air extractors, and fire dampers.

3.3 ADJUSTING

A. After installation, adjust registers and grilles to air patterns indicated, or as directed, before starting air balancing.

END OF SECTION 233713.23

SECTION 260010 - SUPPLEMENTAL REQUIREMENTS FOR ELECTRICAL

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Supplemental requirements generally applicable to the Work specified in Division 26. This Section is also referenced by related Work specified in other Divisions.

B. Related Requirements:

1. Section 260011 "Facility Performance Requirements for Electrical" for seismic-load, wind-load, acoustical, and other field conditions applicable to Work specified in this Section.

1.2 REFERENCES

A. Abbreviations and Acronyms for Electrical Terms and Units of Measure:

1. 8P8C: An 8-position 8-contact modular jack.
2. A: Ampere, unit of electrical current.
3. AC or ac: Alternating current.
4. AFCI: Arc-fault circuit interrupter.
5. AIC: Ampere interrupting capacity.
6. AL, Al, or ALUM: Aluminum.
7. ASD: Adjustable-speed drive.
8. ATS: Automatic transfer switch.
9. AWG: American wire gauge; see ASTM B258.
10. BAS: Building automation system.
11. BIL: Basic impulse insulation level.
12. BIM: Building information modeling.
13. CAD: Computer-aided design or drafting.
14. CATV: Community antenna television.
15. CB: Circuit breaker.
16. cd: Candela, the SI fundamental unit of luminous intensity.
17. CO/ALR: Copper-aluminum, revised.
18. COPS: Critical operations power system.
19. CU or Cu: Copper.
20. CU-AL or AL-CU: Copper-aluminum.
21. dB: Decibel, a unitless logarithmic ratio of two electrical, acoustical, or optical power values.
22. dB(A-weighted) or dB(A): Decibel acoustical sound pressure level with A-weighting applied in accordance with IEC 61672-1.

23. dB(adjusted) or dBa: Decibel weighted absolute noise power with respect to 3.16 pW (minus 85 dBm).
24. dBm: Decibel absolute power with respect to 1 mW.
25. DC or dc: Direct current.
26. DCOA: Designated critical operations area.
27. DDC: Direct digital control (HVAC).
28. EGC: Equipment grounding conductor.
29. ELV: Extra-low voltage.
30. EMF: Electromotive force.
31. EMI: Electromagnetic interference.
32. EPM: Electrical preventive maintenance.
33. EPS: Emergency power supply.
34. EPSS: Emergency power supply system.
35. ESS: Energy storage system.
36. EV: Electric vehicle.
37. EVPE: Electric vehicle power export equipment.
38. EVSE: Electric vehicle supply equipment.
39. fc: Footcandle, an internationally recognized unit of illuminance equal to one lumen per square foot or 10.76 lx. The simplified conversion 1 fc = 10 lx in the Specifications is common practice and considered adequate precision for building construction activities. When there are conflicts, lux is the primary unit; footcandle is specified for convenience.
40. FLC: Full-load current.
41. ft: Foot.
42. ft-cd: Foot-candle, the antiquated U.S. Standard unit of illuminance, equal to one international candle measured at a distance of one foot, that was superseded in 1948 by the unit "footcandle" after the SI unit candela (cd) replaced the international candle; see "fc,"
43. GEC: Grounding electrode conductor.
44. GFCI: Ground-fault circuit interrupter.
45. GFPE: Ground-fault protection of equipment.
46. GND: Ground.
47. HACR: Heating, air conditioning, and refrigeration.
48. HDPE: High-density polyethylene.
49. HID: High-intensity discharge.
50. HP or hp: Horsepower.
51. HVAC: Heating, ventilating, and air conditioning.
52. Hz: Hertz.
53. IBT: Intersystem bonding termination.
54. inch: Inch. To avoid confusion, the abbreviation "in." is not used.
55. IP: Ingress protection rating (enclosures); Internet protocol (communications).
56. IR: Infrared.
57. IS: Intrinsically safe.
58. IT&R: Inspecting, testing, and repair.
59. ITE: Information technology equipment.
60. kAIC: Kiloampere interrupting capacity.
61. kcmil or MCM: One thousand circular mils.
62. kV: Kilovolt.
63. kVA: Kilovolt-ampere.

64. kVAr or kVAR: Kilovolt-ampere reactive.
65. kW: Kilowatt.
66. kWh: Kilowatt-hour.
67. LAN: Local area network.
68. lb: Pound (weight).
69. lbf: Pound (force).
70. LCD: Liquid-crystal display.
71. LCDI: Leakage-current detector-interrupter.
72. LED: Light-emitting diode.
73. Li-ion: Lithium-ion.
74. lm: Lumen, the SI derived unit of luminous flux.
75. LNG: Liquefied natural gas.
76. LP-Gas: Liquefied petroleum gas.
77. LRC: Locked-rotor current.
78. LV: Low voltage.
79. lx: Lux, the SI derived unit of illuminance equal to one lumen per square meter.
80. m: Meter.
81. MCC: Motor-control center.
82. MDC: Modular data center.
83. MG set: Motor-generator set.
84. MIDI: Musical instrument digital interface.
85. MLO: Main lugs only.
86. MV: Medium voltage.
87. MVA: Megavolt-ampere.
88. mW: Milliwatt.
89. MW: Megawatt.
90. MWh: Megawatt-hour.
91. NC: Normally closed.
92. Ni-Cd: Nickel-cadmium.
93. Ni-MH: Nickel-metal hydride.
94. NIU: Network interface unit.
95. NO: Normally open.
96. NPT: National (American) standard pipe taper.
97. OCPD: Overcurrent protective device.
98. ONT: Optical network terminal.
99. PC: Personal computer.
100. PCS: Power conversion system.
101. PCU: Power-conditioning unit.
102. PF or pf: Power factor.
103. PHEV: Plug-in hybrid electric vehicle.
104. PLC: Programmable logic controller.
105. PLFA: Power-limited fire alarm.
106. PoE: Power over Ethernet.
107. PV: Photovoltaic.
108. PVC: Polyvinyl chloride.
109. pW: Picowatt.
110. RFI: (electrical) Radio-frequency interference; (contract) Request for interpretation.
111. RMS or rms: Root-mean-square.

112. RPM or rpm: Revolutions per minute.
113. SCADA: Supervisory control and data acquisition.
114. SCR: Silicon-controlled rectifier.
115. SPD: Surge protective device.
116. sq.: Square.
117. SWD: Switching duty.
118. TCP/IP: Transmission control protocol/Internet protocol.
119. TEFC: Totally enclosed fan-cooled.
120. TR: Tamper resistant.
121. TVSS: Transient voltage surge suppressor.
122. UL: (standards) Underwriters Laboratories, Inc.; (product categories) UL, LLC.
123. UL CCN: UL Category Control Number.
124. UPS: Uninterruptible power supply.
125. USB: Universal serial bus.
126. UV: Ultraviolet.
127. V: Volt, unit of electromotive force.
128. V(ac): Volt, alternating current.
129. V(dc): Volt, direct current.
130. VA: Volt-ampere, unit of complex electrical power.
131. VAR: Volt-ampere reactive, unit of reactive electrical power.
132. VFC: Variable-frequency controller.
133. VOM: Volt-ohm-multimeter.
134. VPN: Virtual private network.
135. VRLA: Valve regulated lead acid; also called "sealed lead acid (SLA)" or "valve regulated sealed lead acid."
136. W: Watt, unit of real electrical power.
137. Wh: Watt-hour, unit of electrical energy usage.
138. WPT: Wireless power transfer.
139. WPTE: Wireless power transfer equipment.
140. WR: Weather resistant.

B. Abbreviations and Acronyms for Electrical Raceway Types:

1. EMT: Electrical metallic tubing.
2. EMT-A: Aluminum electrical metallic tubing.
3. EMT-S: Steel electrical metallic tubing.
4. EMT-SS: Stainless steel electrical metallic tubing.
5. ENT: Electrical nonmetallic tubing.
6. EPEC: Electrical HDPE underground conduit (thin wall).
7. EPEC-A: Type A electrical HDPE underground conduit.
8. EPEC-B: Type B electrical HDPE underground conduit.
9. ERMC: Electrical rigid metal conduit.
10. ERMC-A: Aluminum electrical rigid metal conduit.
11. ERMC-S: Steel electrical rigid metal conduit.
12. ERMC-S-G: Galvanized-steel electrical rigid metal conduit.
13. ERMC-S-PVC: PVC-coated-steel electrical rigid metal conduit.
14. ERMC-SS: Stainless steel electrical rigid metal conduit.
15. FMC: Flexible metal conduit.
16. FMC-A: Aluminum flexible metal conduit.

17. FMC-S: Steel flexible metal conduit.
18. FMT: Steel flexible metallic tubing.
19. FNMC: Flexible nonmetallic conduit. See "LFNC."
20. HDPE: HDPE underground conduit (thick wall).
21. HDPE-40: Schedule 40 HDPE underground conduit.
22. HDPE-80: Schedule 80 HDPE underground conduit.
23. IMC: Steel electrical intermediate metal conduit.
24. LFMC: Liquidtight flexible metal conduit.
25. LFMC-A: Aluminum liquidtight flexible metal conduit.
26. LFMC-S: Steel liquidtight flexible metal conduit.
27. LFMC-SS: Stainless steel liquidtight flexible metal conduit.
28. LFNC: Liquidtight flexible nonmetallic conduit.
29. LFNC-A: Layered (Type A) liquidtight flexible nonmetallic conduit.
30. LFNC-B: Integral (Type B) liquidtight flexible nonmetallic conduit.
31. LFNC-C: Corrugated (Type C) liquidtight flexible nonmetallic conduit.
32. PVC: Rigid PVC conduit.
33. PVC-40: Schedule 40 rigid PVC conduit.
34. PVC-80: Schedule 80 rigid PVC Conduit.
35. PVC-A: Type A rigid PVC concrete-encased conduit.
36. PVC-EB: Type EB rigid PVC concrete-encased underground conduit.
37. RGS: See ERMC-S-G.
38. RMC: See ERMC.
39. RTRC: Reinforced thermosetting resin conduit.
40. RTRC-AG: Low-halogen, aboveground reinforced thermosetting resin conduit.
41. RTRC-AG-HW: Heavy wall, low-halogen, aboveground reinforced thermosetting resin conduit.
42. RTRC-AG-SW: Standard wall, low-halogen, aboveground reinforced thermosetting resin conduit.
43. RTRC-AG-XW: Extra heavy wall, low-halogen, aboveground reinforced thermosetting resin conduit.
44. RTRC-BG: Low-halogen, belowground reinforced thermosetting resin conduit.

C. Abbreviations and Acronyms for Electrical Single-Conductor and Multiple-Conductor Cable Types:

1. AC: Armored cable.
2. CATV: Coaxial general-purpose cable.
3. CATVP: Coaxial plenum cable.
4. CATVR: Coaxial riser cable.
5. CI: Circuit integrity cable.
6. CL2: Class 2 cable.
7. CL2P: Class 2 plenum cable.
8. CL2R: Class 2 riser cable.
9. CL2X: Class 2 cable, limited use.
10. CL3: Class 3 cable.
11. CL3P: Class 3 plenum cable.
12. CL3R: Class 3 riser cable.
13. CL3X: Class 3 cable, limited use.
14. CM: Communications general-purpose cable.

15. CMG: Communications general-purpose cable.
16. CMP: Communications plenum cable.
17. CMR: Communications riser cable.
18. CMUC: Under-carpet communications wire and cable.
19. CMX: Communications cable, limited use.
20. DG: Distributed generation cable.
21. FC: Flat cable.
22. FCC: Flat conductor cable.
23. FPL: Power-limited fire-alarm cable.
24. FPLP: Power-limited fire-alarm plenum cable.
25. FPLR: Power-limited fire-alarm riser cable.
26. IGS: Integrated gas spacer cable.
27. ITC: Instrumentation tray cable.
28. ITC-ER: Instrumentation tray cable, exposed run.
29. MC: Metal-clad cable.
30. MC-HL: Metal-clad cable, hazardous location.
31. MI: Mineral-insulated, metal-sheathed cable.
32. MTW: (machine tool wiring) Moisture-, heat-, and oil-resistant thermoplastic cable.
33. MV: Medium-voltage cable.
34. NM: Nonmetallic sheathed cable.
35. NMC: Nonmetallic sheathed cable with corrosion-resistant nonmetallic jacket.
36. NMS: Nonmetallic sheathed cable with signaling, data, and communications conductors, plus power or control conductors.
37. NPLF: Non-power-limited fire-alarm circuit cable.
38. NPLFP: Non-power-limited fire-alarm circuit cable for environmental air spaces.
39. NPLFR: Non-power-limited fire-alarm circuit riser cable.
40. NUCC: Nonmetallic underground conduit with conductors.
41. OFC: Conductive optical fiber general-purpose cable.
42. OFCG: Conductive optical fiber general-purpose cable.
43. OFCP: Conductive optical fiber plenum cable.
44. OFCR: Conductive optical fiber riser cable.
45. OFN: Nonconductive optical fiber general-purpose cable.
46. OFNG: Nonconductive optical fiber general-purpose cable.
47. OFNP: Nonconductive optical fiber plenum cable.
48. OFNR: Nonconductive optical fiber riser cable.
49. P: Marine shipboard cable.
50. PLTC: Power-limited tray cable.
51. PLTC-ER: Power-limited tray cable, exposed run.
52. PV: Photovoltaic cable.
53. RHH: (high heat) Thermoset rubber, heat-resistant cable.
54. RHW: Thermoset rubber, moisture-resistant cable.
55. SA: Silicone rubber cable.
56. SE: Service-entrance cable.
57. SER: Service-entrance cable, round.
58. SEU: Service-entrance cable, flat.
59. SIS: Thermoset cable for switchboard and switchgear wiring.
60. TBS: Thermoplastic cable with outer braid.
61. TC: Tray cable.

62. TC-ER: Tray cable, exposed run.
63. TC-ER-HL: Tray cable, exposed run, hazardous location.
64. THW: Thermoplastic, heat- and moisture-resistant cable.
65. THHN: Thermoplastic, heat-resistant cable with nylon jacket outer sheath.
66. THHW: Thermoplastic, heat- and moisture-resistant cable.
67. THWN: Thermoplastic, moisture- and heat-resistant cable with nylon jacket outer sheath.
68. TW: Thermoplastic, moisture-resistant cable.
69. UF: Underground feeder and branch-circuit cable.
70. USE: Underground service-entrance cable.
71. XHH: Cross-linked polyethylene, heat-resistant cable.
72. XHHW: Cross-linked polyethylene, heat- and moisture-resistant cable.

D. Abbreviations and Acronyms for Electrical Flexible Cord Types:

1. SEO: 600 V extra-hard-usage, hard-service cord with thermoplastic elastomer insulation and oil-resistant thermoplastic elastomer outer covering for damp locations.
2. SEOW: 600 V extra-hard-usage, hard-service cord with thermoplastic elastomer insulation and oil-resistant thermoplastic elastomer outer covering for damp or wet locations.
3. SEOO: 600 V extra-hard-usage, hard-service cord with oil-resistant thermoplastic elastomer insulation and oil-resistant thermoplastic elastomer outer covering for damp locations.
4. SEOOW: 600 V extra-hard-usage, hard-service cord with oil-resistant thermoplastic elastomer insulation and oil-resistant thermoplastic elastomer outer covering for damp or wet locations.
5. SJEO: 300 V hard-usage, junior hard-service cord with thermoplastic elastomer insulation and oil-resistant thermoplastic elastomer outer cover for damp locations.
6. SJEOW: 300 V hard-usage, junior hard-service cord with thermoplastic elastomer insulation and oil-resistant thermoplastic elastomer outer cover for damp or wet locations.
7. SJEOO: 300 V hard-usage, junior hard-service cord with oil-resistant thermoplastic elastomer insulation and oil-resistant thermoplastic elastomer outer cover for damp locations.
8. SJEOOW: 300 V hard-usage, junior hard-service cord with oil-resistant thermoplastic elastomer insulation and oil-resistant thermoplastic elastomer outer cover for damp or wet locations.
9. SJO: 300 V hard-usage, junior hard-service cord with thermoset insulation and oil-resistant thermoset outer cover for damp locations.
10. SJOW: 300 V hard-usage, junior hard-service cord with thermoset insulation and oil-resistant thermoset outer cover for damp or wet locations.
11. SJOO: 300 V hard-usage, junior hard-service cord with oil-resistant thermoset insulation and oil-resistant thermoset outer cover for damp locations.
12. SJOOW: 300 V hard-usage, junior hard-service cord with oil-resistant thermoset insulation and oil-resistant thermoset outer cover for damp or wet locations.
13. SJTO: 300 V hard-usage, junior hard-service cord with thermoplastic insulation and oil-resistant thermoplastic outer cover for damp locations.

14. SJTOW: 300 V hard-usage, junior hard-service cord with thermoplastic insulation and oil-resistant thermoplastic outer cover for damp or wet locations.
15. SJTOO: 300 V hard-usage, junior hard-service cord with oil-resistant thermoplastic insulation and oil-resistant thermoplastic outer cover for damp locations.
16. SJTOOW: 300 V hard-usage, junior hard-service cord with oil-resistant thermoplastic insulation and oil-resistant thermoplastic outer cover for damp or wet locations.
17. SO: 600 V extra-hard-usage, hard-service cord with thermoset insulation and oil-resistant thermoset outer covering for damp locations.
18. SOW: 600 V extra-hard-usage, hard-service cord with thermoset insulation and oil-resistant thermoset outer covering for damp or wet locations.
19. SOO: 600 V extra-hard-usage, hard-service cord with oil-resistant thermoset insulation and oil-resistant thermoset outer covering for damp locations.
20. SOOW: 600 V extra-hard-usage, hard-service cord with oil-resistant thermoset insulation and oil-resistant thermoset outer covering for damp or wet locations.
21. STO: 600 V extra-hard-usage, hard-service cord with thermoplastic insulation and oil-resistant thermoplastic outer covering for damp locations.
22. STOW: 600 V extra-hard-usage, hard-service cord with thermoplastic insulation and oil-resistant thermoplastic outer covering for damp or wet locations.
23. STOO: 600 V extra-hard-usage, hard-service cord with oil-resistant thermoplastic insulation and oil-resistant thermoplastic outer covering for damp locations.
24. STOOW: 600 V extra-hard-usage, hard-service cord with oil-resistant thermoplastic insulation and oil-resistant thermoplastic outer covering for damp or wet locations.

E. Definitions:

1. 8-Position 8-Contact (8P8C) Modular Jack: An unkeyed jack with up to eight contacts commonly used to terminate twisted-pair and multiconductor Ethernet cable. Also called a "TIA-1096 miniature 8-position series jack" (8PSJ), or an "IEC 8877 8-pole jack."

    a. Be careful when suppliers use "RJ45" generically. Obsolete RJ45 jacks used for analog telephone cables have rejection keys. 8P8C jacks used for digital telephone cables and Ethernet cables do not have rejection keys.

2. Basic Impulse Insulation Level (BIL): Reference insulation level expressed in impulse crest voltage with a standard wave not longer than 1.5 times 50 microseconds and 1.5 times 40 microseconds.
3. Cable: In accordance with NIST NBS Circular 37 and IEEE standards, in the United States for the purpose of interstate commerce, the definition of "cable" is (1) a conductor with insulation, or a stranded conductor with or without insulation (single-conductor cable); or (2) a combination of conductors insulated from one another (multiple-conductor cable).
4. Communications Jack: A fixed connecting device designed for insertion of a communications cable plug.
5. Communications Outlet: One or more communications jacks, or cables and plugs, mounted in a box or ring, with a suitable protective cover.

6. Conductor: In accordance with NIST NBS Circular 37 and IEEE standards, in the United States for the purpose of interstate commerce, the definition of "conductor" is (1) a wire or combination of wires not insulated from one another, suitable for carrying an electric current; (2) (National Electrical Safety Code) a material, usually in the form of wire, cable, or bar, suitable for carrying an electric current; or (3) (general) a substance or body that allows a current of electricity to pass continuously along it.
7. Designated Seismic System: A system component that requires design in accordance with Ch. 13 of ASCE/SEI 7 and for which the Component Importance Factor is greater than 1.0.
8. Direct Buried: Installed underground without encasement in concrete or other protective material.
9. Enclosure: The case or housing of an apparatus, or the fence or wall(s) surrounding an installation, to prevent personnel from accidentally contacting energized parts or to protect the equipment from physical damage. Types of enclosures and enclosure covers include the following:

    a. Cabinet: An enclosure that is designed for either surface mounting or flush mounting and is provided with a frame, mat, or trim in which a swinging door or doors are or can be hung.
    b. Concrete Box: A box intended for use in poured concrete.
    c. Conduit Body: A means for providing access to the interior of a conduit or tubing system through one or more removable covers at a junction or terminal point. In the United States, conduit bodies are listed in accordance with outlet box requirements.
    d. Conduit Box: A box having threaded openings or knockouts for conduit, EMT, or fittings.
    e. Cutout Box: An enclosure designed for surface mounting that has swinging doors or covers secured directly to and telescoping with the walls of the enclosure.
    f. Device Box: A box with provisions for mounting a wiring device directly to the box.
    g. Extension Ring: A ring intended to extend the sides of an outlet box or device box to increase the box depth, volume, or both.
    h. Floor Box: A box mounted in the floor intended for use with a floor box cover and other components to complete the floor box enclosure.
    i. Floor-Mounted Enclosure: A floor box and floor box cover assembly with means to mount in the floor that is sealed against the entrance of scrub water at the floor level.
    j. Floor Nozzle: An enclosure used on a wiring system, intended primarily as a housing for a receptacle, provided with a means, such as a collar, for surface-mounting on a floor, which may or may not include a stem to support it above the floor level, and is sealed against the entrance of scrub water at the floor level.
    k. Junction Box: A box with a blank cover that joins different runs of raceway or cable and provides space for connection and branching of the enclosed conductors.

l. Outlet Box: A box that provides access to a wiring system having pryout openings, knockouts, threaded entries, or hubs in either the sides or the back, or both, for the entrance of conduit, conduit or cable fittings, or cables, with provisions for mounting an outlet box cover, but without provisions for mounting a wiring device directly to the box.
m. Pedestal Floor Box Cover: A floor box cover that, when installed as intended, provides a means for typically vertical or near-vertical mounting of receptacle outlets above the floor's finished surface.
n. Pull Box: A box with a blank cover that joins different runs of raceway and provides access for pulling or replacing the enclosed cables or conductors.
o. Raised-Floor Box: A floor box intended for use in raised floors.
p. Recessed Access Floor Box: A floor box with provisions for mounting wiring devices below the floor surface.
q. Recessed Access Floor Box Cover: A floor box cover with provisions for passage of cords to recessed wiring devices mounted within a recessed floor box.
r. Ring: A sleeve, which is not necessarily round, used for positioning a recessed wiring device flush with the plaster, concrete, drywall, or other wall surface.
s. Ring Cover: A box cover, with raised center portion to accommodate a specific wall or ceiling thickness, for mounting wiring devices or luminaires flush with the surface.
t. Termination Box: An enclosure designed for installation of termination base assemblies consisting of bus bars, terminal strips, or terminal blocks with provision for wire connectors to accommodate incoming or outgoing conductors, or both.

10. Emergency Systems: Those systems legally required and classed as emergency by municipal, state, federal, or other codes, or by any governmental agency having jurisdiction that are designed to ensure continuity of lighting, electrical power, or both, to designated areas and equipment in the event of failure of the normal supply for safety to human life.
11. Essential Electrical Systems: (healthcare facilities) Those systems designed to ensure continuity of electrical power to designated areas and functions of a healthcare facility during disruption of normal power sources, and also to minimize disruption within the internal wiring system.
12. Fault Limited: Providing or being served by a source of electrical power that is limited to not more than 100 W when tested in accordance with UL 62368-1.

    a. The term "fault limited" is intended to encompass most Class 1, 2, and 3 power-limited sources complying with Article 725 of NFPA 70; Class ES1 and ES2 electrical energy sources that are Class PS1 electrical power sources (e.g., USB); and Class ES3 electrical energy sources that are Class PS1 and PS2 electrical power sources (e.g., PoE). See UL 62368-1 for discussion of classes of electrical energy sources and classes of electrical power sources.

13. High-Performance Building: A building that integrates and optimizes on a life-cycle basis all major high-performance attributes, including energy conservation, environment, safety, security, durability, accessibility, cost-benefit, productivity, sustainability, functionality, and operational considerations.
14. Jacket: A continuous nonmetallic outer covering for conductors or cables.
15. Luminaire: A complete lighting unit consisting of a light source such as a lamp, together with the parts designed to position the light source and connect it to the power supply. It may also include parts to protect the light source or the ballast or to distribute the light.
16. Mode: The terms "Active Mode," "Off Mode," and "Standby Mode" are used as defined in the Energy Independence and Security Act (EISA) of 2007.
17. Multi-Outlet Assembly: A type of surface, flush, or freestanding raceway designed to hold conductors, receptacles, and switches, assembled in the field or at the factory.
18. Plenum: A compartment or chamber to which one or more air ducts are connected and that forms part of the air distribution system.
19. Receptacle: A fixed connecting device arranged for insertion of a power cord plug. Also called a power jack.
20. Receptacle Outlet: One or more receptacles mounted in a box with a suitable protective cover.
21. Sheath: A continuous metallic covering for conductors or cables.
22. UL Category Control Number (CCN): An alphabetic or alphanumeric code used to identify product categories covered by UL's Listing, Classification, and Recognition Services.
23. Voltage Class: For specified circuits and equipment, voltage classes are defined as follows:

    a. Control Voltage: Having electromotive force between any two conductors, or between a single conductor and ground, that is supplied from a battery or other Class 2 or Class 3 power-limited source.
    b. Line Voltage: (1) (controls) Designed to operate using the supplied low-voltage power without transformation. (2) (transmission lines, transformers, SPDs) The line-to-line voltage of the supplying power system.
    c. Extra-Low Voltage (ELV): Not having electromotive force between any two conductors, or between a single conductor and ground, exceeding 30 V(ac rms), 42 V(ac peak), or 60 V(dc).
    d. Low Voltage (LV): Having electromotive force between any two conductors, or between a single conductor and ground, that is rated above 30 V but not exceeding 1000 V.
    e. Medium Voltage (MV): Having electromotive force between any two conductors, or between a single conductor and ground, that is rated about 1 kV but not exceeding 69 kV.
    f. High Voltage: (1) (circuits) Having electromotive force between any two conductors, or between a single conductor and ground, that is rated above 69 kV but not exceeding 230 kV. (2) (safety) Having sufficient electromotive force to inflict bodily harm or injury.

24. Wire: In accordance with NIST NBS Circular 37 and IEEE standards, in the United States for the purpose of interstate commerce, the definition of "wire" is a slender rod or filament of drawn metal. A group of small wires used as a single wire is properly called a "stranded wire." A wire or stranded wire covered with insulation is properly called an "insulated wire" or a "single-conductor cable." Nevertheless, when the context indicates that the wire is insulated, the term "wire" will be understood to include the insulation.

1.3 COORDINATION

A. Interruption of Existing Electrical Service: Do not interrupt electrical service to facilities occupied by Owner or others unless permitted under the following conditions:

1. Notify [**Architect**] [**Construction Manager**] [**Owner**] [**Tenant**] no fewer than [**seven**] <**Insert number**> days in advance of proposed interruption of electrical service.
2. Do not proceed with interruption of electrical service without [**Architect's**] [**Construction Manager's**] [**Owner's**] [**Tenant's**] written permission.
3. Coordinate interruption with systems impacted by outage including, but not limited to, the following:

    a. Exercising generators.
    b. Emergency lighting.
    c. Elevators.
    d. Fire-alarm systems.

B. Arrange to provide temporary electrical [**service**] [**or**] [**power**] in accordance with requirements specified in Division 01.

1.4 PREINSTALLATION MEETINGS

A. Electrical Preconstruction Conference: Schedule conference with Architect and Owner, not later than [**10**] <**Insert number**> days after notice to proceed. Agenda topics include, but are not limited to, the following:

1. Electrical installation schedule.
2. Status of power system studies.
3. Value analysis proposals and requests for substitution of electrical equipment.
4. Utility work coordination and class of service requests.
5. Commissioning activities.
6. Sustainability activities[**, including Measurement and Verification Plan**].

1.5 SEQUENCING

A. Conduct and submit results of power system studies before submitting Product Data and Shop Drawings for electrical equipment.

1.6 SCHEDULING

A. <**Insert requirements for unusual scheduling coordination**>.

1.7 ACTION SUBMITTALS

A. Coordination Drawings for Structural Supports: Show coordination of structural supports for equipment and devices, including restraints and bracing for control of seismic and wind loads, with other systems, equipment, and structural supports in the vicinity.

B. Coordination Drawings for Ceiling Areas: Where indicated on drawings, provide reflected ceiling plan(s), supplemented by sections and other details, drawn to scale, in accordance with Section 013100 "Project Management and Coordination," on which the following items are shown and coordinated with each other, using input from installers of the items involved:

1. Suspended ceiling components.
2. Structural members to which equipment and suspension systems will be attached.
3. Size and location of access panels on ceilings.
4. Elevation, size, and route of sprinkler piping.
5. Elevation, size, and route of plumbing piping.
6. Elevation, size, and route of ductwork.
7. Elevation, size, and route of cable tray.
8. Elevation, size, and route of conduit.
9. Elevation and size of wall-mounted and ceiling-mounted equipment.
10. Access panels.
11. Sprinklers.
12. Air inlets and outlets.
13. Control modules.
14. Luminaires.
15. Communications devices.
16. Speakers.
17. Security devices.
18. Fire-alarm devices.
19. Indicate clear dimensions for maintenance access in front of equipment.
20. Indicate dimensions of fully-open access doors.

C. Coordination Drawings for Cable Tray Routing: Reflected ceiling plan(s), supplemented by sections and other details, drawn to scale, in accordance with Section 013100 "Project Management and Coordination," on which the following items are shown and coordinated with each other, using input from installers of the items involved:

1. Elevation, size, and route of cable trays.
2. Relationships between components and adjacent structural, electrical, and mechanical elements.
3. Vertical and horizontal offsets and transitions.

4. Elevation and size of sleeves for wall, ceiling, and floor cable penetrations.
5. Elevation of ceilings and size of ceiling tiles.
6. Locations of access panels on ceilings.
7. Locations where cable tray crosses or parallels sprinkler piping.
8. Locations where cable tray crosses plumbing piping.
9. Locations where cable tray crosses or parallels ductwork.
10. Locations of access panels on ductwork.
11. Locations where cable tray crosses conduit.
12. Items blocking access around cable trays, including the following:

    a. Light fixtures.
    b. Speakers.
    c. Fire-alarm devices.
    d. Power outlets.
    e. Wall-mounted equipment.
    f. Equipment racks.
    g. Furniture.
    h. Door swings.
    i. Building features.

13. Indicate clear dimension between cable tray and walls or obstructions that are closer than 10 ft.
14. Highlight locations where cable tray is greater than 3 ft above ceilings. Explain how personnel access will be accommodated for cable tray maintenance.

D. Coordination Drawings for Conduit Routing: Conduit routing plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of items involved:

1. Structural members in paths of conduit groups with common supports.
2. HVAC and plumbing items and architectural features in paths of conduit groups with common supports.

E. Coordination Drawings for Bus Assembly Routing: Floor plans and sections, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of items involved:

1. Scaled bus-assembly layouts and relationships between components and adjacent structural, mechanical, and electrical elements.
2. Vertical and horizontal enclosed bus-assembly runs, offsets, and transitions.
3. Clearances for access above and to the side of enclosed bus assemblies.
4. Vertical elevation of enclosed bus assemblies above the floor or bottom of structure.
5. Support locations, type of support, and weight on each support.
6. Location of adjacent construction elements including luminaires, HVAC and plumbing equipment, fire sprinklers and piping, signal and control devices, and other equipment.

F. Coordination Drawings for Large Equipment Indoor Installations:

1. Location plan, drawn to scale, showing heavy equipment or truck access paths to loading dock or other freight access into building. Indicate available width and height of doors or openings.
2. Floor plan for entry floor and floor where equipment is located, drawn to scale, showing heavy equipment access paths for maintenance and replacement, with the following items shown and coordinated with each other, based on input from installers of the items involved:

    a. Dimensioned concrete bases, outlines of equipment, conduit entries, and grounding equipment locations.
    b. If freight elevator must be used, indicate width and height of door and depth of car. Indicate if large equipment must be tipped to use elevator.
    c. Dimensioned working clearances and dedicated areas below and around electrical equipment where obstructions and tripping hazards are prohibited.

3. Reflected ceiling plans for entry floor and floor where equipment is located, drawn to scale, on which the following items shown and coordinated with each other, based on input from installers of the items involved:

    a. Support locations, type of support, and weight on each support. Locate structural supports for structure-supported raceways[**, busways,**] [**and seismic bracing**].
    b. Location of lighting fixtures, sprinkler piping and sprinklers, ducts and diffusers, and other obstructions, indicating available overhead clearance.
    c. Dimensioned working clearances and dedicated areas above and around electrical equipment where foreign systems and equipment are prohibited.

G. Coordination Drawings for Large Equipment Outdoor Installations:

1. Utilities site plan, drawn to scale, showing heavy equipment or truck access paths for maintenance and replacement, with the following items shown and coordinated with each other, based on input from installers of the items involved:

    a. Fences and walls, dimensioned concrete bases, outlines of equipment, conduit entries, and grounding and bonding locations.
    b. Indicate clear dimensions for fence gates and wall openings.
    c. Indicate depth and type of ground cover, and locations of trees, shrubbery, and other obstructions in access path.
    d. Indicate clear height below tree branches, overhead lines, bridges, and other overhead obstructions in access path, or where cranes and hoists will be needed to handle large electrical equipment.
    e. Support locations, type of support, and weight on each support. Locate structural supports for structure-supported raceways[**, busways,**] [**and seismic bracing**].
    f. Dimensioned working clearances and dedicated areas around electrical equipment.

H. Coordination Drawings for Duct Banks:

1. Show duct profiles and coordination with other utilities and underground structures.
2. Include plans and sections, drawn to scale, and show bends and locations of expansion fittings.

1.8 INFORMATIONAL SUBMITTALS

A. Electrical Installation Schedule: At preconstruction meeting, and periodically thereafter as dates change, provide schedule for electrical installation Work to Owner and Architect including, but not limited to, milestone dates for the following activities:

1. Submission of power system studies.
2. Submission of specified coordination drawings.
3. Submission of action submittals specified in Division 26.
4. Orders placed for major electrical equipment.
5. Arrival of major electrical equipment on-site.
6. Preinstallation meetings specified in Division 26.
7. Utility service outages.
8. Utility service inspection and activation.
9. Mockup reviews.
10. Closing of walls and ceilings containing electrical Work.
11. System startup, testing, and commissioning activities for major electrical equipment.
12. System startup, testing, and commissioning activities for emergency lighting.
13. System startup, testing, and commissioning activities for automation systems (SCADA, BMS, lighting, HVAC, fire alarm, fire pump, etc.).
14. Pouring of concrete housekeeping pads for electrical equipment and testing of concrete samples.
15. Requests for special inspections.
16. Requests for inspections by authorities having jurisdiction.

B. Delegated Design Drawings for Structural Masonry Wall Penetrations: Where indicated on Drawings, provide reflected ceiling plan(s), supplemented by elevations, sections, and other details, drawn to scale, signed and sealed by a qualified structural professional engineer, on which the following items are shown and coordinated with each other, using input from installers of the items involved:

1. Location and dimensions of structural members supporting wall.
2. Location and dimensions of columns near penetrations.
3. Location and dimension of headers and lintels.
4. Doors and windows near penetrations.
5. Location and dimensions of penetrating cuts.
6. Sprinkler piping and sleeves.
7. Plumbing piping and sleeves.
8. Ductwork and sleeves.
9. Cable tray and sleeves.
10. Conduit and sleeves.
11. Firestopping assemblies for rated penetrations.

12. Structural supports for piping, ductwork, and conduit on both sides of wall.

C. Welding certificates.

D. Seismic-Load Performance Certificates: Provide special certification for designated seismic systems as indicated in Paragraph 13.2.2 "Special Certification Requirements for Designated Seismic Systems" of [**ASCE/SEI 7-05**] [**ASCE/SEI 7-10**] [**ASCE/SEI 7-16**] for all designated seismic-load systems identified on Drawings or in the Specifications.

1. Include the following information:

   a. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
   b. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
   c. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.
   d. Detailed description of conduit support devices and interconnections on which the certification is based and their installation requirements.
   e. Provide equipment manufacturer's written certification for each designated active electrical seismic device and system, stating that it will remain operable following the design earthquake. Certification must be based on requirements of ASCE/SEI 7, including shake table testing per ICC-ES AC156 or a similar nationally recognized testing standard procedure acceptable to authorities having jurisdiction[**, or experience data as permitted by**][**ASCE/SEI 7-05**][**ASCE/SEI 7-10**][**ASCE/SEI 7-16**].
   f. Provide equipment manufacturer's written certification that components with hazardous contents maintain containment following the design earthquake by methods required in [**ASCE/SEI 7-05**] [**ASCE/SEI 7-10**] [**ASCE/SEI 7-16**].
   g. Submit evidence demonstrating compliance with these requirements for approval to authorities having jurisdiction after review and acceptance by qualified structural professional engineer.

2. The following systems and components are Designated Seismic Systems and require written special certification of seismic qualification by manufacturer:

   a. Equipment, accessories, and components specified in Section 111136 "Vehicle Charging Equipment."
   b. Hangers and supports specified in Section 260529 "Hangers and Supports for Electrical Systems."
   c. Conduits and their mounting provisions specified in Section 260533.13 "Conduits for Electrical Systems."
   d. Boxes and their mounting provisions specified in Section 260533.16 "Boxes and Covers for Electrical Systems."
   e. Surface raceways and their mounting provisions specified in Section 260533.23 "Surface Raceways for Electrical Systems."

f. Seismic restraints specified in [**Section 260548 "Vibration and Seismic Controls for Electrical Systems."**] [**Section 260548.16 "Seismic Controls for Electrical Systems."**]
g. Cable trays, accessories, and components specified in Section 260536 "Cable Trays for Electrical Systems."
h. Equipment, accessories, and components specified in Section 261116.11 "Secondary Unit Substations with Switchgear Secondary."
i. Equipment, accessories, and components specified in Section 261116.12 "Secondary Unit Substations with Switchboard Secondary."
j. Equipment, accessories, and components specified in Section 261116.13 "Secondary Unit Substations with Motor Control Center Secondary."
k. Equipment, accessories, and components specified in Section 261213 "Liquid-Filled, Medium-Voltage Transformers."
l. Equipment, accessories, and components specified in Section 261216 "Dry-Type, Medium-Voltage Transformers."
m. Equipment, accessories, and components specified in Section 261219 "Pad-Mounted, Liquid-Filled, Medium-Voltage Transformers."
n. Equipment, accessories, and components specified in Section 261323 "Medium-Voltage Metal-Enclosed Switchgear."
o. Equipment, accessories, and components specified in Section 261326 "Medium-Voltage Metal-Clad Switchgear."
p. Equipment, accessories, and components specified in Section 261329 "Medium-Voltage Compartmentalized Switchgear."
q. Equipment, accessories, and components specified in Section 262213 "Low-Voltage Distribution Transformers."
r. Equipment, accessories, and components specified in Section 262216 "Low-Voltage Buck-Boost Transformers."
s. Equipment, accessories, and components specified in Section 262300 "Low-Voltage Switchgear."
t. Equipment, overcurrent protective devices, accessories, and components specified in Section 262313 "Paralleling Low-Voltage Switchgear."
u. Equipment, accessories, and components specified in Section 262413 "Switchboards."
v. Equipment, accessories, and components specified in Section 262416 "Panelboards."
w. Equipment, accessories, and components specified in Section 262416.16 "Electronically Operated Circuit-Breaker Panelboards."
x. Equipment, accessories, and components specified in Section 262419 "Motor-Control Centers."
y. Equipment, accessories, and components specified in Section 262500 "Low-Voltage Enclosed Bus Assemblies."
z. Cabinets, enclosures, racks, and their mounting provisions specified in Section 262716 "Electrical Cabinets and Enclosures."
aa. Equipment, accessories, and components specified in Section 262733 "Power Distribution Units."
bb. Equipment, accessories, and components specified in Section 262816 "Enclosed Switches and Circuit Breakers."
cc. Equipment, accessories, and components specified in Section 262913.03 "Manual and Magnetic Motor Controllers."

dd. Equipment, accessories, and components specified in Section 262913.06 "Soft-Start Motor Controllers."
ee. Equipment, accessories, and components specified in Section 262923 "Variable-Frequency Motor Controllers."
ff. Equipment, accessories, and components specified in Section 262933 "Controllers for Fire Pump Drivers."
gg. Equipment, accessories, and components specified in Section 263100 "Photovoltaic Collectors."
hh. Equipment, accessories, and components specified in Section 263213.13 "Diesel-Engine-Driven Generator Sets."
ii. Equipment, accessories, and components specified in Section 263213.16 "Gas-Engine-Driven Generator Sets."
jj. Equipment, accessories, and components specified in Section 263213.19 "Bi-Fuel-Engine-Driven Generator Sets."
kk. Equipment, accessories, and components specified in Section 263223.13 "Horizontal-Axis Wind Turbines."
ll. Equipment, accessories, and components specified in Section 263223.16 "Vertical-Axis Wind Turbines."
mm. Equipment, accessories, and components specified in Section 263323.11 "Central Battery Equipment for Emergency Lighting."
nn. Equipment, accessories, and components specified in Section 263343 "Battery Chargers."
oo. Equipment, accessories, and components specified in Section 263353 "Static Uninterruptible Power Supply."
pp. Equipment, accessories, and components specified in Section 263533 "Power Factor Correction Equipment."
qq. Equipment, accessories, and components specified in Section 263600 "Transfer Switches."
rr. Luminaires, accessories, and components specified in Section 265113 "Incandescent Interior Lighting."
ss. Luminaires, accessories, and components specified in Section 265116 "Fluorescent Interior Lighting."
tt. Luminaires, accessories, and components specified in Section 265119 "LED Interior Lighting."
uu. Luminaires, accessories, and components specified in Section 265123 "HID Interior Lighting."
vv. Luminaires, accessories, and components specified in Section 265213 "Emergency and Exit Lighting."
ww. Dimmer racks specified in Section 265561 "Theatrical Lighting."
xx. Poles and support components specified in Section 265613 "Lighting Poles and Standards."
yy. Luminaires, accessories, and components specified in Section 265568 "Athletic Field Lighting."
zz. Luminaires, accessories, and components specified in Section 265617 "Fluorescent Exterior Lighting."
aaa. Luminaires, accessories, and components specified in Section 265619 "LED Exterior Lighting."
bbb. Luminaires, accessories, and components specified in Section 265621 "HID Exterior Lighting."

ccc. <**Insert additional items**>.

E. Wind-Load Performance Certificates: Provide special certification for systems and components designated on Drawings or in the Specifications to be subject to high wind exposure and impact damage.

1. Include the following information:

a. Provide equipment manufacturer's written certification for each designated system and component, stating that it will remain in place and operable following the design wind event and comply with requirements of authorities having jurisdiction.
b. Certification must be based on ICC-ES or similar nationally recognized testing standard procedures acceptable to authorities having jurisdiction.

2. The following systems and components require written special certification of resistance to effects of high wind-load and impact damage by manufacturer:

a. <**Insert items**>.

F. Qualification Statements:

1. For qualified regional manufacturer.
2. For structural professional engineer.
3. For electrical professional engineer.
4. For lighting professional engineer.
5. For EPM specialist.
6. For welder.
7. For ERMC-S-PVC raceway Installer.
8. For medium-voltage cable Installer.
9. For medium-voltage duct Installer.
10. For medium-voltage equipment Installer.
11. For electrical power monitoring Installer.
12. For switchboard Installer.
13. For EVSE Installer.
14. For generator set Installer.
15. For lightning protection system Installer.
16. For theatrical lighting Installer.
17. For exterior athletic lighting Installer.
18. For power quality specialist.
19. For [**medium-voltage and**]low-voltage electrical testing agency and on-site electrical testing supervisor.
20. For power-limited electrical testing agency and on-site power-limited testing supervisor.
21. For structural testing and inspecting agency.
22. For outdoor pole testing and inspecting agency.
23. For luminaire photometric testing laboratory.
24. For lighting testing and inspecting agency.

1.9 CLOSEOUT SUBMITTALS

A. Facility EPM Program Binders:

1. Complete Set: On [**approved online or cloud solution**] [**and**] [**USB media that is clearly and permanently labeled with attached placard on lanyard to prevent misplacement**].
2. Volumes 2 and 8: Reproducible hardcopy on archival quality, 28 lb, acid-free, bond paper.

B. Operation and Maintenance Data:

1. Provide emergency operation, normal operation, and preventive maintenance manuals for each system, equipment, and device listed below:

   a. <**Insert system, equipment, or device**>.

2. Include the following information:

   a. Manufacturer's operating specifications.
   b. User's guides for software and hardware.
   c. Schedule of maintenance material items recommended to be stored at Project site.
   d. Detailed instructions covering operation under both normal and abnormal conditions.
   e. Time-current curves for overcurrent protective devices and manufacturer's written instructions for testing and adjusting their settings.
   f. List of load-current and overload-relay heaters with related motor nameplate data.
   g. List of lamp types and photoelectric relays used on Project, with ANSI and manufacturers' codes.
   h. Manufacturer's instructions for setting field-adjustable components.
   i. Manufacturer's instructions for testing, adjusting, and reprogramming microprocessor controls.
   j. EPSS: Manufacturer's system checklists, maintenance schedule, and maintenance log sheets in accordance with NFPA 110.
   k. Exterior pole inspection and repair procedures.

C. Software and Firmware Operational Documentation: Provide software and firmware operational documentation[**in Facility EPM Program Binders**], including the following:

1. Software operating and upgrade manuals.
2. Names, versions, and website addresses for locations of installed software.
3. Device address list.
4. Printout of software application and graphic screens.
5. Testing and adjusting of panic and emergency power features.
6. For lighting controls, include the following:

a. Adjustments of scene preset controls, adjustable fade rates, and fade overrides.
b. Operation of adjustable zone controls.

D. Software:

1. Program Software Backup: Provide [**username and password for approved online or cloud solution**] [**and**] [**USB media that is clearly and permanently labeled with attached placard on lanyard to prevent misplacement**].
2. Provide to Owner upgrades and unrestricted licenses[**for Government use**] for installed and backup software, including operating systems and programming tools required for operation and maintenance.

1.10 QUALIFICATIONS

A. Qualified Regional Manufacturer: Manufacturer, possessing qualifications specified in Section 014000 "Quality Requirements," that maintains a service center capable of providing training, parts, and emergency on-site repairs to Project site with response time less than [**eight hours**] <**Insert time**>.

B. Structural Professional Engineer: Professional engineer possessing active qualifications specified in Section 014000 "Quality Requirements," with expertise in structural engineering[**, including seismic- and wind-load modeling and analysis**].

C. Electrical Professional Engineer: Professional engineer possessing active qualifications specified in Section 014000 "Quality Requirements," with expertise in electrical engineering, including electrical power system modeling and analysis of electrical safety in accordance with NFPA 70E.

D. Lighting Professional Engineer: Professional engineer possessing active qualifications in accordance with Section 014000 "Quality Requirements" and the following:

1. Expertise in electrical engineering, lighting design, and structural requirements for exterior poles and standards.
2. Lighting Certified (LC) Professional by the National Council on Qualifications for the Lighting Professions (NCQLP).

E. EPM Specialist: Recognized experts possessing the following qualifications in accordance with Section 014000 "Quality Requirements" and NFPA 70B:

1. Technical Competence: Person should, by education, training, and experience, be well-rounded in all aspects of electrical maintenance.
2. Administrative and Supervisory Skills: Person should be skilled in planning and development of long-range objectives to achieve specific results and should be able to command respect and solicit cooperation of persons involved in EPM Program development.

F. Welder: Installer possessing active qualifications specified in Section 014000 "Quality Requirements," with training and certification in accordance with [**AWS D1.1/D1.1M**] [**and**] [**AWS D1.2/D1.2M**].

G. ERMC-S-PVC Installers: Installer possessing active qualifications specified in Section 014000 "Quality Requirements," and able to present unexpired certified Installer credentials issued by ERMC-S-PVC manufacturer prior to starting installation.

H. Medium-Voltage Cable Installer: Entity possessing active qualifications specified in Section 014000 "Quality Requirements" with training and manufacturer certification to install, splice, and terminate medium-voltage cable[**in accordance with electrical utility service provider's requirements**].

1. Medium-voltage cable Installer must be approved by <**Insert name of electrical utility service provider**>.

I. Medium-Voltage Duct Installer: Entity possessing active qualifications specified in Section 014000 "Quality Requirements" with documented training and experience with installation of medium-voltage duct banks[**in accordance with electrical utility service provider's requirements**].

1. Medium-voltage duct Installer must be approved by <**Insert name of electrical utility service provider**>.

J. Medium-Voltage Equipment Installer: Entity possessing active qualifications specified in Section 014000 "Quality Requirements" with documented training and experience with hazards and safety requirements associated with installation and operation of medium-voltage equipment[**in accordance with electrical utility service provider requirements**].

1. Medium-voltage equipment Installer must be approved by <**Insert name of electrical utility service provider**>.

K. Electrical Power Monitoring Installers: Installer possessing active qualifications specified in Section 014000 "Quality Requirements," and able to present unexpired certified Installer credentials issued by manufacturer prior to starting installation.

L. EVSE Installers: Installer possessing active qualifications specified in Section 014000 "Quality Requirements," and able to present unexpired certified Installer credentials issued by EVSE manufacturer prior to starting installation.

M. Generator Set Installers: Installer possessing active qualifications specified in Section 014000 "Quality Requirements," and able to present unexpired certified Installer credentials issued by generator set manufacturer prior to starting installation.

N. Lightning Protection System Installers: Installer possessing active qualifications specified in Section 014000 "Quality Requirements," and able to present [**unexpired UL-Listed Installer, UL Category Control Number OWAY, credentials**] [**or**] [**unexpired LPI Master Installer credentials**] prior to starting installation.

O. Theatrical Lighting Installers: Installer possessing active qualifications specified in Section 014000 "Quality Requirements," and able to present unexpired certified Installer credentials issued by theatrical lighting manufacturers prior to starting installation.

P. Exterior Athletic Lighting Installers: Installer possessing active qualifications specified in Section 014000 "Quality Requirements," and able to present unexpired certified Installer credentials issued by exterior athletic lighting manufacturer prior to starting installation.

Q. Power Quality Specialist: Recognized experts possessing active credentials from a qualified electrical testing laboratory recognized by authorities having jurisdiction, and able to present unexpired NICET Level 4 credentials with documented experience in power quality testing for installations similar in complexity to this Project.

R. Low-Voltage Electrical Testing and Inspecting Agency: Entities possessing active credentials from a qualified electrical testing laboratory recognized by authorities having jurisdiction.

1. On-site electrical testing supervisors must have documented certification and experience with testing electrical equipment in accordance with NETA testing standards.

S. Medium-Voltage Electrical Testing and Inspecting Agency: Entities possessing active credentials from a qualified electrical testing laboratory recognized by authorities having jurisdiction.

1. On-site electrical testing supervisors must have documented certification and experience with testing electrical equipment in accordance with NETA testing standards.

T. Power-Limited Electrical Testing Agency: Entity possessing active credentials from a qualified electrical testing laboratory recognized by authorities having jurisdiction.

1. On-site power-limited testing supervisor must have BICSI Registered Communications Distribution Designer certification and documented training and experience with testing power-limited equipment in accordance with NETA testing standards.

U. Structural Testing and Inspecting Agency: Entity possessing active qualifications specified in Section 014000 "Quality Requirements" with documented training and experience with testing structural concrete, seismic controls, and wind-load controls.

V. Outdoor Pole Testing and Inspecting Agency: Entity possessing active qualifications specified in Section 014000 "Quality Requirements" with documented training and experience in accordance with ASTM C1093 for foundation testing and inspections.

W. Luminaire Photometric Testing Laboratory: Entity possessing active qualifications specified in Section 014000 "Quality Requirements" accredited under the NVLAP for Energy Efficient Lighting Products, and complying with applicable IES testing standards.

X. Lighting Testing and Inspecting Agency: Entity possessing active qualifications specified in Section 014000 "Quality Requirements" with documented training and experience with testing and inspecting lighting installations in accordance with IES LM-5.

1.11 MOCKUPS

A. Simple Mockups for Coordinating Accessibility of Electrical Devices around Fixed Furnishings and Equipment:

1. Build simple mockups using art supplies and other inexpensive materials for verification of general arrangement, actual dimensions, and accessibility of <**Insert identification of room and fabrication**> by [**Architect**] [**Owner**] [**Tenant**] <**Insert approving stakeholders**> prior to fabrication and installation of Work. Depict products from all Divisions requiring coordination including, but not limited to, fixed furnishings, casework, outlet covers and plates, HVAC controls, exposed raceway, exposed plumbing, equipment, and signage.

B. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Owner specifically approves such deviations by Change Order.

1.12 FIELD CONDITIONS

A. Modeling, analysis, product selection, installation, and quality control for Work specified in Division 26 must comply with requirements specified in Section 260011 "Facility Performance Requirements for Electrical."

B. Service Conditions for Electrical Power Equipment: Besides conditions specified in Section 260011 "Facility Performance Requirements for Electrical," specified electrical power equipment must be suitable for operation under service conditions specified as usual service conditions in applicable NEMA PB series, IEEE C37 series, and IEEE C57 series standards, except for the following:

1. <**Insert equipment location**>:

a. Exposure to significant solar radiation.
b. Exposure to fumes, vapors, or dust.
c. Exposure to explosive environments.
d. Ambient temperature not exceeding [104 deg F] [122 deg F] [140 deg F] <**Insert temperature**>.
e. Exposure to hot and humid climate or to excessive moisture, including steam, salt spray, and dripping water.

f. Unusual transportation or storage conditions.
g. Unusual grounding resistance conditions.
h. Unusual space limitations.

PART 2 - PRODUCTS

2.1 SUBSTITUTION LIMITATIONS FOR ELECTRICAL EQUIPMENT

A. Substitution requests for electrical equipment will be entertained under the following conditions:

1. Substitution requests may be submitted for consideration prior to the Electrical Preconstruction Conference if accompanied by value analysis data indicating that substitution will comply with Project performance requirements while significantly increasing value for Owner throughout life of facility.
2. Substitution requests may be submitted for consideration concurrently with submission of power system study reports when those reports indicate that substitution is necessary for safety of maintenance personnel and facility occupants.
3. Contractor is responsible for sequencing and scheduling power system studies and electrical equipment procurement. After the Electrical Preconstruction Conference, insufficient lead time for electrical equipment delivery will not be considered a valid reason for substitution.

2.2 FACILITY ELECTRICAL PREVENTIVE MAINTENANCE (EPM) PROGRAM BINDERS

A. Description: Set of binders containing operation and maintenance data for facility's electrical equipment that was compiled during analysis of installed electrical Work for Facility EPM Program development.

B. Applicable Standards:

1. Regulatory Requirements: Comply with recommendations in NFPA 70B.
2. General Characteristics:

a. Volume 1 - Introduction:

1) Summarize how Facility EPM Program Analysis was performed, how data were collected, and how volumes are organized.
2) Describe Facility EPM Program and provide recommended policies and procedures for implementing the program and keeping it current.
3) Provide place for Owner to identify contact information for employees responsible for implementing and maintaining Facility EPM Program.

b. Volume 2 - Facility Safety, Hazards Awareness, and Emergency Procedures:

1) Include training requirements for employees and contractors.
2) Include list of known facility hazards impacting IT&R activities.
3) Include approval and permitting procedures for IT&R activities.
4) Include incident emergency response procedures.
5) Include emergency shutdown procedures.
6) Include electrical disaster recovery procedures.

c. Volume 3 - Operating Procedures for Electrical Equipment and Controls:

1) <**Insert requirements**>.

d. Volume 4 - Facility Diagrams and Schedules:

1) Include single-line diagrams.
2) Include grounding and bonding diagrams.
3) Include essential wiring diagrams.
4) Include system automation diagrams (SCADA, BMS, lighting, HVAC, etc.).
5) Include records of switchgear, switchboard, and panelboard schedules.
6) Include time-current curves for overcurrent protective devices.
7) Include list of load-current and overload-relay heaters with related motor nameplate data.

e. Volume 5 - Inventory of Facility Equipment Using Electrical Power:

1) Include simplified floor plans showing equipment locations.
2) Identify critical equipment (electrical or otherwise).
3) Include identifying designations and nameplate data.
4) Include warranty and maintenance contract information.

f. Volume 6 - Inventory of Facility Tools, Supplies, and Personnel Protective Equipment:

1) Include schedules of maintenance material items recommended to be stored at facility.
2) Include list of lamp types and photoelectric relays used in facility with ANSI and manufacturers' codes.
3) Include calibration and servicing data for each item.

g. Volume 7 - Inspection, Testing, and Repair (IT&R) Plan:

1) Include tables showing frequency of activities for each item.
2) Include annual schedule with activities mapped to specific days of the year.
3) Include exterior pole inspection and repair procedures.

h. Volume 8 - Inspection, Testing, and Repair (IT&R) Forms:

1) <**Insert requirements**>.

i. Volume 9 - Inspection, Testing, and Repair (IT&R) Procedures:

1) <**Insert requirements**>.

j. Volume 10 - Spare Parts List:

1) Include list of all parts required to perform IT&R procedures.
2) Identify quantities of which parts are recommended to be stored on-site.
3) Include source contact information and budget cost for each item.

k. Volume 11 - Construction Project Closeout Record Documentation:

1) Include records of power system studies and photometric studies.
2) Include records of risk assessment studies.
3) Include records of electrical system startup and commissioning activities.
4) Include records of baseline inspections and tests.
5) Include records of baseline infrared photographs with normal light photographs showing the location, direction, angle, and conditions necessary for reproducing each infrared photograph.
6) Include records of baseline settings for adjustable equipment and devices.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verification of Conditions:

1. <**Insert Project requirements**>.

B. Preinstallation Testing:

1. <**Insert Project requirements**>.

C. Evaluation and Assessment:

1. <**Insert Project requirements**>.

3.2 PREPARATION

A. Protection of In-Place Conditions:

1. <**Insert Project requirements**>.

3.3 DEVELOPMENT OF FACILITY EPM PROGRAM

A. Facility EPM Program must be developed by qualified EPM specialist.

B. Conduct Facility EPM Program analysis in accordance with NFPA 70B recommendations.

1. Renovation Projects:

a. Facility diagrams must include connected existing equipment for entire facility where known. Areas of uncertainty should be clearly indicated.
b. Obtain copies of existing operation and maintenance data and existing Facility EPM Program information from Owner.
c. Facility EPM Program analysis should identify existing equipment that does not have available operation and maintenance data, and should explain the Owner's risks because this equipment is not included in Facility EPM Program.
d. Data for existing equipment outside scope of Project may be inserted in Facility EPM Program Binders without analysis.
e. Data for existing equipment impacted by scope of Project should be analyzed and documented similar to Project's new equipment data as much as possible.

C. Compile operation and maintenance data from Facility EPM Program analysis and submit [**updated**]Facility EPM Program Binders.

3.4 INSTALLATION OF ELECTRICAL WORK

A. Unless more stringent requirements are specified in the Contract Documents or manufacturers' written instructions, comply with NFPA 70 and NECA NEIS 1 for installation of Work specified in Division 26. Consult Architect for resolution of conflicting requirements.

3.5 SYSTEM STARTUP

A. Commissioning Activities:

1. <**Insert requirements**>.

3.6 FIELD QUALITY CONTROL

A. Administrant for Medium-Voltage Electrical Tests and Inspections:

1. [**Owner**] [**Tenant**] will engage qualified medium-voltage electrical testing and inspecting agency to administer and perform tests and inspections.
2. Engage qualified medium-voltage electrical testing and inspecting agency to administer and perform tests and inspections.

3. Engage factory-authorized service representative to administer and perform tests and inspections on components, assemblies, and equipment installations, including connections.
4. Administer and perform tests and inspections[**with assistance of factory-authorized service representative**].

B. Administrant for Low-Voltage Electrical Tests and Inspections:

1. [**Owner**] [**Tenant**] will engage qualified low-voltage electrical testing and inspecting agency to administer and perform tests and inspections.
2. Engage qualified low-voltage electrical testing and inspecting agency to administer and perform tests and inspections.
3. Engage factory-authorized service representative to administer and perform tests and inspections on components, assemblies, and equipment installations, including connections.
4. Administer and perform tests and inspections[**with assistance of factory-authorized service representative**].

C. Administrant for Power-Limited Electrical Tests and Inspections:

1. [**Owner**] [**Tenant**] will engage qualified power-limited electrical testing and inspecting agency to administer and perform tests and inspections.
2. Engage qualified power-limited electrical testing and inspecting agency to administer and perform tests and inspections.
3. Engage factory-authorized service representative to administer and perform tests and inspections on components, assemblies, and equipment installations, including connections.
4. Administer and perform tests and inspections[**with assistance of factory-authorized service representative**].

D. Administrant for Structural Tests and Inspections:

1. [**Owner**] [**Tenant**] will engage qualified structural testing and inspecting agency to administer and perform tests and inspections.
2. Engage qualified structural testing and inspecting agency to administer and perform tests and inspections.
3. Engage factory-authorized service representative to administer and perform tests and inspections on components, assemblies, and equipment installations, including connections.
4. Administer and perform tests and inspections[**with assistance of factory-authorized service representative**].

E. Administrant for Field Tests and Inspections of Lighting Installations:

1. [**Owner**] [**Tenant**] will engage qualified lighting testing and inspecting agency to administer and perform tests and inspections.
2. Engage qualified lighting testing and inspecting agency to administer and perform tests and inspections.

3. Engage factory-authorized service representative to administer and perform tests and inspections on components, assemblies, and equipment installations, including connections.
4. Administer and perform tests and inspections[**with assistance of factory-authorized service representative**].

3.7 CLEANING

A. Waste Management:

1. <**Insert requirements for electrical and electronics waste disposal**>.

3.8 CLOSEOUT ACTIVITIES

A. Demonstration: [**With assistance from factory-authorized service representatives, demonstrate**] [**Demonstrate**] to Owner's maintenance and clerical personnel[**and building occupants**] how to operate the following systems and equipment:

1. Lighting control devices specified in Section 260923 "Lighting Control Devices."
2. Lighting control systems specified in Section 260943.16 "Addressable Luminaire Lighting Controls."
3. Lighting control systems specified in Section 260943.23 "Relay-Based Lighting Controls."
4. Electronic metering and billing software specified in Section 262713 "Electricity Metering."
5. <**Insert system or equipment**>.

B. [**Provide video recordings of demonstrations to Owner.**] [**Allow Owner to record demonstrations.**]

C. Training: [**With assistance from factory-authorized service representatives, train**] [**Train**] Owner's maintenance personnel on the following topics:

1. How to implement [**updated**]Facility EPM Program.
2. How to adjust, operate, and maintain equipment specified in Section 111136 "Vehicle Charging Equipment."
3. How to operate normal and emergency electrical systems, including justifications for, and limitations of, protective device settings recommended in study report specified in Section 260573.16 "Coordination Studies."
4. Electrical power safety fundamentals refresher including arc-flash hazard safety features of electrical power distribution equipment in facility, interpreting arc-flash warning labels, selecting appropriate personal protective equipment, and understanding significance of findings documented in study report specified in Section 260573.19 "Arc-Flash Hazard Analysis."
5. How to adjust, operate, and maintain systems specified in Section 260913 "Electrical Power Monitoring."
6. How to adjust, operate, and maintain devices specified in Section 260923 "Lighting Control Devices."

7. How to adjust, operate, and maintain hardware and software specified in Section 260936 "Modular Dimming Controls."[**Laptop computer must be used in training.**]
8. How to adjust, operate, and maintain hardware and software specified in Section 260943.16 "Addressable Luminaire Lighting Controls."
9. How to adjust, operate, and maintain hardware and software specified in Section 260943.23 "Relay-Based Lighting Controls."
10. How to adjust, operate, and maintain equipment specified in Section 261116.11 "Secondary Unit Substations with Switchgear Secondary."
11. How to adjust, operate, and maintain equipment specified in Section 261116.12 "Secondary Unit Substations with Switchboard Secondary."
12. How to adjust, operate, and maintain equipment specified in Section 261116.13 "Secondary Unit Substations with Motor Control Center Secondary."
13. How to adjust, operate, and maintain equipment specified in Section 261213 "Liquid-Filled, Medium-Voltage Transformers."
14. How to adjust, operate, and maintain equipment specified in Section 261216 "Dry-Type, Medium-Voltage Transformers."
15. How to adjust, operate, and maintain equipment specified in Section 261219 "Pad-Mounted, Liquid-Filled, Medium-Voltage Transformers."
16. How to adjust, operate, and maintain equipment specified in Section 261323 "Medium-Voltage Metal-Enclosed Switchgear."
17. How to adjust, operate, and maintain equipment specified in Section 261326 "Medium-Voltage Metal-Clad Switchgear."
18. How to adjust, operate, and maintain equipment specified in Section 261329 "Medium-Voltage Compartmentalized Switchgear."
19. How to adjust, operate, and maintain equipment specified in Section 262300 "Low-Voltage Switchgear."
20. How to adjust, operate, and maintain equipment specified in Section 262313 "Paralleling Low-Voltage Switchgear."
21. How to adjust, operate, and maintain switchboards, overcurrent protective devices, instrumentation, and accessories[**, and to use and reprogram microprocessor-based trip, monitoring, and communication units**] specified in Section 262413 "Switchboards."
22. How to adjust, operate, and maintain control modules specified in Section 262416.16 "Electronically Operated Circuit-Breaker Panelboards."
23. How to adjust, operate, and maintain enclosed controllers specified in Section 262419 "Motor-Control Centers."
24. How to adjust, operate, and maintain hardware and software specified in Section 262713 "Electricity Metering."
25. How to adjust, operate, and maintain equipment specified in Section 262733 "Power Distribution Units."
26. How to adjust, operate, and maintain equipment specified in Section 262913.03 "Manual and Magnetic Motor Controllers."
27. How to adjust, operate, and maintain equipment specified in Section 262913.06 "Soft-Start Motor Controllers."
28. How to adjust, operate, and maintain equipment specified in Section 262923 "Variable-Frequency Motor Controllers."

29. How to adjust, operate, and maintain controllers[**, remote alarm panels**] [**, low-suction-shutdown panels**] [**, and to use and reprogram microprocessor-based controls within this equipment**] specified in Section 262933 "Controllers for Fire Pump Drivers."
30. How to adjust, operate, and maintain equipment specified in Section 263100 "Photovoltaic Collectors."
31. How to adjust, operate, and maintain equipment specified in Section 263213.13 "Diesel-Engine-Driven Generator Sets."
32. How to adjust, operate, and maintain equipment specified in Section 263213.16 "Gas-Engine-Driven Generator Sets."
33. How to adjust, operate, and maintain equipment specified in Section 263213.19 "Bi-Fuel-Engine-Driven Generator Sets."
34. How to adjust, operate, and maintain equipment specified in Section 263323.11 "Central Battery Equipment for Emergency Lighting."
35. How to adjust, operate, and maintain equipment specified in Section 263343 "Battery Chargers."
36. How to adjust, operate, and maintain equipment specified in Section 263353 "Static Uninterruptible Power Supply."
37. How to adjust, operate, and maintain equipment specified in Section 263533 "Power Factor Correction Equipment."
38. How to adjust, operate, and maintain transfer switches and related equipment, including ground-fault protection system, specified in Section 263600 "Transfer Switches."
39. How to adjust, operate, and maintain devices specified in Section 264313 "Surge Protective Devices for Low-Voltage Electrical Power Circuits."
40. How to adjust, operate, and maintain stage lighting equipment specified in Section 265561 "Theatrical Lighting."
41. How to adjust, operate, and maintain luminaires[**and photoelectric controls**] specified in Section 265617 "Fluorescent Exterior Lighting."
42. How to adjust, operate, and maintain luminaires[**and photoelectric controls**] specified in Section 265619 "LED Exterior Lighting."
43. How to adjust, operate, and maintain luminaires[**and photoelectric controls**] specified in Section 265621 "HID Exterior Lighting."
44. <**Insert system or equipment**>.

D. [**Provide video recordings of training sessions to Owner.**] [**Allow Owner to record training sessions.**]

END OF SECTION

SECTION 260011 - FACILITY PERFORMANCE REQUIREMENTS FOR ELECTRICAL

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Field conditions and other facility performance requirements applicable to Work specified in Division 26.

1.2 FIELD CONDITIONS

A. Seismic Hazard Design Loads:

1. Unless otherwise indicated on Contract Documents, specified Work must withstand seismic hazard design loads determined in accordance with requirements specified in this Section, adjusted for installed elevation above or below grade.

    a. The term "withstand" means "unit must remain in place without separation of parts from unit when subjected to specified seismic hazard design loads[and unit must be fully operational after seismic event]."

2. Perform calculations to obtain force information necessary to properly select seismic-restraint devices, fasteners, and anchorage. Perform calculations using methods acceptable to applicable code authorities and as presented in [ASCE/SEI 7-05] [ASCE/SEI 7-10 including supplement No. 1] [ASCE/SEI 7-16] <Insert ASCE/SEI 7 edition or other seismic calculation method required by authorities having jurisdiction>. Where "ASCE/SEI 7" is used throughout this Section, it must be understood that the edition referred to in this subparagraph is the edition intended as reference throughout the Section Text.

    a. Data indicated below to be determined by Delegated Design Contractor must be obtained by Contractor and must be included in individual component submittal packages.
    b. Coordinate seismic design calculations with wind-load calculations for equipment mounted outdoors.
    c. Building Occupancy Category: [I] [II] [III] [IV].
    d. Building Risk Category: [I] [II] [III] [IV].
    e. Building Site Classification: [A] [B] [C] [D] [E] [F].

3. Calculation Factors, ASCE/SEI 7-16, Ch. 13 - Seismic Design Requirements for Nonstructural Components: All section, paragraph, equation, and table numbers refer to ASCE/SEI 7-16 unless otherwise indicated.

a. Horizontal Seismic Design Force Fp: Value must be calculated by Delegated Design Contractor using Equation 13.3-1. Factors below must be obtained for this calculation:

   1) Spectral Acceleration (SDS): <Insert value>. Value applies to all components on Project.
   2) Component Amplification Factor (ap): See Drawing Schedule for each component.
   3) Component Importance Factor (Ip): See Drawing Schedule for each component.
   4) Component Operating Weight (Wp): For each component. Obtain by Delegated Design Contractor from each component submittal.
   5) Component Response Modification Factor (Rp): See Drawing Schedule for each component.
   6) Height in Structure of Point of Attachment of Component for Base (z): Determine from Project Drawings for each component by Delegated Design Contractor. For items at or below the base, "z" must be taken as zero.
   7) Average Roof Height of Structure for Base (h): Determine from Project Drawings by Delegated Design Contractor.

b. Vertical Seismic Design Force: Calculated by Delegated Design Contractor using method explained in ASCE/SEI 7-16, Paragraph 13.3.1.2.
c. Seismic Relative Displacement (Dpl): Calculated by Delegated Design Contractor using methods explained in ASCE/SEI 7-16, Paragraph 13.3.2. Factors below must be obtained for this calculation:

   1) Relative Seismic Displacement that Each Component Must Be Designed to Accommodate (Dp): Calculated by Delegated Design Contractor in accordance with ASCE/SEI 7-16, Paragraph 13.3.2.
   2) Structure Importance Factor (Ie): <Insert value>. Value applies to all components on Project.
   3) Deflection at Building Level x of Structure A (δxA): See Drawing Schedule for each component.
   4) Deflection at Building Level y of Structure A (δyA): See Drawing Schedule for each component.
   5) Deflection at Building Level y of Structure B (δyB): See Drawing Schedule for each component.
   6) Height of Level x to Which Upper Connection Point Is Attached (hx): Determine for each component by Delegated Design Contractor from Project Drawings and manufacturer's data.
   7) Height of Level y to Which Upper Connection Point Is Attached (hy): Determine for each component by Delegated Design Contractor from Project Drawings and manufacturer's data.
   8) Allowable Story Drift for Structure A (ΔaA): See Drawing Schedule for each component.
   9) Allowable Story Drift for Structure B (ΔaB): See Drawing Schedule for each component.

10) Story Height Used in the Definition of the Allowable Drift Δa (hsx): See Drawings Schedules for each component.

d. Component Fundamental Period (Tp): Calculated by Delegated Design Contractor using methods explained in ASCE/SEI 7-16, Paragraph 13.3.3. Factors below must be obtained for this calculation:

1) Component Operating Weight (Wp): Determined by Contractor from Project Drawings and manufacturer's data.
2) Gravitational Acceleration (g): [32.17 ft./s2] <Insert option>.
3) Combined Stiffness of the Component, Supports, and Attachments (Kp): Determined by delegated design seismic engineer. <Insert value>.

4. Calculation Factors, ASCE/SEI 7-10, Ch. 13 - Seismic Design Requirements for Nonstructural Components: All section, paragraph, equation, and table numbers refer to ASCE/SEI 7-10 unless otherwise indicated.

a. Horizontal Seismic Design Force (Fp): Calculated by Delegated Design Contractor by ASCE/SEI 7-10, Equation 13.3-1. Factors below must be obtained for this calculation:

1) Spectral Acceleration (SDS): <Insert value>. Value applies to all components on Project.
2) Component Amplification Factor (ap): See Drawing Schedule for each component.
3) Component Importance Factor (Ip): See Drawing Schedule for each component.
4) Component Operating Weight (Wp): For each component. Obtain by Delegated Design Contractor from equipment submittal.
5) Component Response Modification Factor (Rp): See Drawing Schedule for each component.
6) Height in Structure of Point of Attachment of Component for Base (z): Determined from Project Drawings for each component by Contractor. For items at or below the base, "z" must be taken as zero.
7) Average Roof Height of Structure for Base (h): Determine from Project Drawings by Delegated Design Contractor.

b. Vertical Seismic Design Force: Calculate by Delegated Design Contractor using method explained in ASCE/SEI 7-10, Paragraph 13.3.1.
c. Seismic Relative Displacement (Dpl): Calculate by Delegated Design Contractor using methods explained in ASCE/SEI 7-10, Paragraph 13.3.2. Factors below must be obtained for this calculation:

1) Relative Seismic Displacement that Each Component Must Be Designed to Accommodate (Dp): Calculate by Delegated Design Contractor in accordance with ASCE/SEI 7-10, Paragraph 13.3.2.

2) Structure Importance Factor (Ie): <Insert value>. Value applies to all components on Project.
3) Deflection at Building Level x of Structure A (δxA): See Drawing Schedule for each component.
4) Deflection at Building Level y of Structure A (δyA): See Drawing Schedule for each component.
5) Deflection at Building Level y of Structure B (δyB): See Drawing Schedule for each component.
6) Height of Level x to Which Upper Connection Point Is Attached (hx): Determine for each component by Delegated Design Contractor from Project Drawings and manufacturer's data.
7) Height of Level y to Which Upper Connection Point Is Attached (hy): Determine for each component by Delegated Design Contractor from Project Drawings and manufacturer's data.
8) Allowable Story Drift for Structure A (ΔaA): See Drawing Schedule for each component.
9) Allowable Story Drift for Structure B (ΔaB): See Drawing Schedule for each component.
10) Story Height Used in the Definition of the Allowable Drift Δa (hsx): See Drawing Schedule for each component.

5. Calculation Factors, ASCE/SEI 7-05, Ch. 13 - Seismic Design Requirements for Nonstructural Components: All section, paragraph, equation, and table numbers refer to ASCE/SEI 7-05 unless otherwise indicated.

   a. Horizontal Seismic Design Force (Fp): Calculated by Delegated Design Contractor by ASCE/SEI 7-05, Equation 13.3-1. Factors below must be obtained for this calculation:

      1) Spectral Acceleration (SDS): <Insert value>. Value applies to all components on Project.
      2) Component Amplification Factor (ap): See Drawing Schedule for each component.
      3) Component Importance Factor (Ip): See Drawing Schedule for each component.
      4) Component Operating Weight (Wp): Obtain by Delegated Design Contractor for each component from component submittal.
      5) Component Response Modification Factor (Rp): See Drawing Schedule for each component.
      6) Height in Structure of Point of Attachment of Component for Base (z): Determine by Delegated Design Contractor for each component from Project Drawings. For items at or below the base, "z" must be taken as zero.
      7) Average Roof Height of Structure for Base (h): Determine by Delegated Design Contractor from Project Drawings.

   b. Vertical Seismic Design Force: Calculated by Delegated Design Contractor using method explained in ASCE/SEI 7-05, Paragraph 13.3.1.

c. Seismic Relative Displacement (Dp): Calculated by Delegated Design Contractor using methods explained in ASCI/SEI 7-05, Paragraph 13.3.2. Factors below must be obtained for this calculation:

1) Deflection at Building Level x of Structure A (δxA): See Drawing Schedule for each component.
2) Deflection at Building Level y of Structure A (δyA): See Drawing Schedule for each component.
3) Deflection at Building Level y of Structure B (δyB): See Drawing Schedule for each component.
4) Height of Level x to Which Upper Connection Point Is Attached (hx): Determine for each component by Delegated Design Contractor from Project Drawings and manufacturer's data.
5) Height of Level y to Which Upper Connection Point Is Attached (hy): Determine for each component by Delegated Design Contractor from Project Drawings and manufacturer's data.
6) Allowable Story Drift for Structure A (ΔaA): See Drawing Schedule for each component.
7) Allowable Story Drift for Structure B (ΔaB): See Drawing Schedule for each component.
8) Story Height Used in the Definition of the Allowable Drift Δa (hsx): See Drawing Schedule for each component.

B. Wind Hazard Design Loads:

1. Perform calculations to obtain force information necessary to properly select wind-load restraint devices, fasteners, and anchorage. Perform calculations using methods acceptable to applicable code authorities and as presented in [ASCE/SEI 7-05] [ASCE/SEI 7-10] [ASCE/SEI 7-16] <Insert ASCE/SEI 7 edition or other wind-load calculation method required by authorities having jurisdiction>. Where "ASCE/SEI 7" is used throughout this Section, it must be understood that the edition referred to in this subparagraph is intended as referenced throughout the Section Text unless otherwise indicated.

a. Data indicated below that are specific to individual pieces of equipment must be obtained by Contractor and must be included in individual component submittal packages.
b. Coordinate design wind-load calculations with seismic-load calculations for equipment requiring both seismic- and wind-load reinforcement. Comply with requirements in other Sections in addition to those in this Section.

2. Design wind pressure "p" for external sidewall-mounted equipment must be calculated by Delegated Design Contractor using methods in ASCE/SEI 7-16, Ch. 30. Perform calculations according to one of the following, as appropriate:

a. PART 1: Low-Rise Buildings.
b. PART 2: Low-Rise Buildings (Simplified).
c. PART 3: Buildings with "h" less than 60 ft.
d. PART 4: Buildings with "h" greater than 60 ft. and less than 160 ft..

e. PART 5: Open Buildings.

3. Design wind pressure "p" for rooftop equipment must be calculated by Delegated Design Contractor using methods in ASCE/SEI 7-16, Ch. 30, PART 6: Building Appurtenances and Rooftop Structures and Equipment.

   a. Risk Category: [I] [II] [III] [IV] [V].
   b. Mean Roof Height (h): <Insert value>.
   c. Basic Wind Speed (V): <Insert value>.
   d. Wind Directionality Factor (Kd): <Insert factor>.
   e. Exposure Category: [B] [C] [D].
   f. Topographic Factor (Kzt): <Insert factor>.
   g. Ground Elevation Factor (Ke): <Insert factor>.
   h. Velocity Pressure Exposure Coefficient (Evaluated at Height z) (Kz): <Insert coefficient>.
   i. Velocity Pressure Exposure Coefficient (Evaluated at Height h) (Kh): <Insert coefficient>.
   j. Velocity Pressure at Height z (qz): Value is calculated by delegated wind-load design Contractor using methods detailed in ASCE/SEI 7-16 Section 26.10.1 or other source approved by authorities having jurisdiction.
   k. Velocity Pressure at Height h (qh): Value is calculated by delegated wind-load design Contractor using methods detailed in ASCE/SEI 7-16 Section 26.10.1 or other source approved by authorities having jurisdiction.

      1) Gust-Effect Factor (G): [0.85] <Insert factor>.
      2) Enclosure Classification: <Insert classification>.
      3) Internal Pressure Coefficient (GCpi): <Insert coefficient>.

4. Design wind pressure "p" for external sidewall-mounted equipment must be calculated by Delegated Design Contractor using methods in ASCE/SEI 7-10, Ch. 30. Perform calculations according to one of the following, as appropriate:

   a. PART 1: Low-Rise Buildings.
   b. PART 2: Low-Rise Buildings (Simplified).
   c. PART 3: Buildings with "h" greater than 60 ft..
   d. PART 4: Buildings with "h" less than 160 ft..
   e. PART 5: Open Buildings.

5. Design wind pressure "p" for rooftop equipment must be calculated by Delegated Design Contractor using methods in ASCE/SEI 7-10, Ch. 30, PART 6: Building Appurtenances and Rooftop Structures and Equipment.

   a. Risk Category: [I] [II] [III] [IV] [V].
   b. Mean Roof Height (h): <Insert value>.
   c. Basic Wind Speed (V): <Insert value>.
   d. Wind Directionality Factor (Kd): <Insert factor>.
   e. Exposure Category: [B] [C] [D].
   f. Topographic Factor (Kzt): <Insert factor>.

g. Velocity Pressure Exposure Coefficient (Evaluated at Height z) (Kz): <Insert coefficient>.
h. Velocity Pressure Exposure Coefficient (Evaluated at Height h) (Kh): <Insert coefficient>.
i. Velocity Pressure at Height z (qz): Value is calculated by delegated wind-load design Contractor using methods detailed in ASCE/SEI 7-10 Section 26.10.1 or other source approved by authorities having jurisdiction.
j. Velocity Pressure at Height h (qh): Value is calculated by delegated wind-load design Contractor using methods detailed in ASCE/SEI 7-10 Section 26.10.1 or other source approved by authorities having jurisdiction.
k. Gust-Effect Factor (G): [0.85] <Insert factor>.
l. Enclosure Classification: <Insert classification>.
m. Internal Pressure Coefficient (GCpi): <Insert coefficient>.

6. Design wind-load "F" for rooftop equipment and external sidewall-mounted equipment must be calculated by Delegated Design Contractor using methods in ASCE/SEI 7-05, Ch. 6.

a. Importance Factor (I): <Insert factor>.
b. Mean Roof Height (h): <Insert value>.
c. Basic Wind Speed (V): <Insert value>.
d. Wind Directionality Factor (Kd): <Insert factor>.
e. Exposure Category: [B] [C] [D].
f. Topographic Factor (Kzt): <Insert factor>.
g. Velocity Pressure Exposure Coefficient (Evaluated at Height z) (Kz): <Insert coefficient>.
h. Velocity Pressure Exposure Coefficient (Evaluated at Height h) (Kh): <Insert coefficient>.
i. Velocity Pressure at Height z (qz): Value is calculated by delegated wind-load design Contractor using methods detailed in ASCE/SEI 7-05 Section 6.5.10 or other source approved by authorities having jurisdiction.
j. Velocity Pressure at Roof Height h (qh): Value is calculated by delegated wind-load design Contractor using methods detailed in ASCE/SEI 7-05 Section 6.5.10 or other source approved by authorities having jurisdiction.
k. Gust-Effect Factor (G): [0.85] <Insert factor>.
l. Internal Pressure Coefficient (GCpi): <Insert coefficient>.
m. External Pressure Coefficient (GCp): <Insert coefficient>.
n. Force Coefficient (Cf): Value is determined by delegated wind-load design Contractor from ASCE/SEI 7-05, Figures 6-21 through 6-23 or other source approved by authorities having jurisdiction.
o. Projected Area Normal to the Wind (Af): Except where Cf is specified for the actual surface area. Value is determined by delegated wind-load design Contractor from equipment submittal or manufacturer.

C. Altitude:

1. Sea level to [1000 ft.] <Insert elevation>.

D. Ambient Temperature:

1. <Insert requirements>.

E. Temperature Variation: Allow for thermal movements from the following differential temperatures:

1. Ambient Temperature Differential: [120 deg F] <Insert temperature variation>.
2. Material Surface Temperature Differential: [180 deg F] <Insert temperature variation>.
3. Ground Surface Temperature Differential to 10 ft. Depth: <Insert temperature variation>.

F. Ground Water:

1. Assume ground-water level is at grade level unless a lower water table is noted on Drawings.
2. Assume ground-water level is [36 inch] <Insert dimension> below ground surface unless a higher water table is indicated on Drawings.

G. Acoustical Performance Conditions:

1. <Insert requirements>.

H. Hazardous Material Environmental Conditions:

1. <Insert requirements>.

I. Corrosive Environmental Conditions:

1. <Insert requirements>.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Copper building wire.
2. Metal-clad cable, Type MC.
3. Fire-alarm wire and cable.
4. Connectors and splices.

B. Related Requirements:

1. Section 260010 "Supplemental Requirements for Electrical" for additional abbreviations, definitions, submittals, qualifications, testing agencies, and other Project requirements applicable to Work specified in this Section.

PART 2 - PRODUCTS

2.1 COPPER BUILDING WIRE

A. Description: Flexible, insulated and uninsulated, drawn copper current-carrying conductor with an overall insulation layer or jacket, or both, rated 600 V or less.

B. Manufacturers: Subject to compliance with requirements, provide products by the following:

1. Alpha Wire; brand of Belden, Inc.
2. Belden Inc.
3. Cerro Wire LLC.
4. Encore Wire Corporation.
5. General Cable; Prysmian Group North America.
6. Okonite Company (The).
7. Service Wire Co.
8. Southwire Company, LLC.
9. WESCO.

C. Standards:

1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
2. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."

D. Conductors: Copper, complying with ASTM B3 for bare annealed copper and with ASTM B8 ASTM B496 for stranded conductors.

E. Conductor Insulation:

1. Type THHN Type THWN-2. Comply with UL 83.

2.2 METAL-CLAD CABLE, TYPE MC

A. Description: A factory assembly of one or more current-carrying insulated conductors in an overall metallic sheath.

B. Manufacturers: Subject to compliance with requirements, [provide products by the following] [provide products by one of the following] [available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following]:

1. AFC Cable Systems; Atkore International.
2. Alpha Wire; brand of Belden, Inc.
3. Belden Inc.
4. Encore Wire Corporation.
5. General Cable; Prysmian Group North America.
6. Okonite Company (The).
7. Service Wire Co.
8. Southwire Company, LLC.
9. WESCO.
10. <Insert manufacturer's name>.

C. Standards:

1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
2. Comply with UL 1569.
3. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."

D. Circuits:

1. Single circuit multicircuit with color-coded conductors.

E. Conductors: Copper, complying with ASTM B3 for bare annealed copper and with ASTM B8 for stranded conductors Aluminum, complying with ASTM B800 and ASTM B801.

F. Ground Conductor: Bare Insulated None.

G. Conductor Insulation:

1. Type TFN/THHN/THWN-2. Comply with UL 83.

H. Armor: Steel Aluminum, interlocked.

I. Jacket: PVC applied over armor.

2.3 FIRE-ALARM WIRE AND CABLE

A. Manufacturers: Subject to compliance with requirements, [provide products by the following] [provide products by one of the following] [available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following]:

1. Allied Wire & Cable Inc.
2. Genesis Cable Products; Honeywell International, Inc.
3. Rockbestos-Suprenant Cable Corp.
4. Superior Essex Inc.; subsidiary of LS Corp.
5. West Penn Wire; brand of Belden, Inc.

B. General Wire and Cable Requirements: NRTL listed and labeled as complying with NFPA 70, Article 760.

C. Signaling Line Circuits: Twisted, shielded pair, not less than No. 18 AWG Insert wire size size as recommended by system manufacturer.

1. Circuit Integrity Cable: Twisted shielded pair, NFPA 70, Article 760, Classification CI, for power-limited fire-alarm signal service Type FPL. NRTL listed and labeled as complying with UL 1424 and UL 2196 for a two-hour rating.

D. Non-Power-Limited Circuits: Solid-copper conductors with 600 V rated, 75 deg C, color-coded insulation, and complying with requirements in UL 2196 for a two-hour rating.

1. Low-Voltage Circuits: No. 16 AWG, minimum, in pathway.
2. Line-Voltage Circuits: No. 12 AWG, minimum, in pathway.

2.4 CONNECTORS AND SPLICES

A. Description: Factory-fabricated connectors, splices, and lugs of size, ampacity rating, material, type, and class for application and service indicated; listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.

B. Manufacturers: Subject to compliance with requirements, provide products by the following:

1. 3M Electrical Products.
2. ABB, Electrification Business.
3. AFC Cable Systems; Atkore International.
4. Gardner Bender.

5. Hubbell Utility Solutions; Hubbell Incorporated.
6. ILSCO.
7. Ideal Industries, Inc.
8. NSi Industries LLC.
9. O-Z/Gedney; brand of Emerson Electric Co., Automation Solutions, Appleton Group.
10. Service Wire Co.
11. TE Connectivity Ltd.

C. Jacketed Cable Connectors: For steel and aluminum jacketed cables, zinc die-cast with set screws, designed to connect conductors specified in this Section.

D. Lugs: One piece, seamless, designed to terminate conductors specified in this Section.

1. Material: Copper Aluminum Bronze.
2. Type: One Two hole with standard long barrels.
3. Termination: Compression Crimp.

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

A. Feeders:

1. Copper; solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.
2. Copper for feeders smaller than No. 4 AWG; copper or aluminum for feeders No. 4 AWG and larger. Conductors must be solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

B. Branch Circuits:

1. Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.
2. Copper. Solid for No. 12 AWG and smaller; stranded for No. 10 AWG and larger.

C. Power-Limited Fire Alarm and Control: Solid for No. 12 AWG and smaller.

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

A. Exposed Branch Circuits, Including in Crawlspaces: Type THHN/THWN-2, single conductors in raceway.

B. Branch Circuits Concealed in Ceilings, Walls, and Partitions: Type THHN/THWN-2, single conductors in raceway.

C. Cord Drops and Portable Appliance Connections: Type SO, hard service cord with stainless steel, wire-mesh, strain relief device at terminations to suit application.

3.3 INSTALLATION, GENERAL

A. Conceal cables in finished walls, ceilings, and floors unless otherwise indicated.

B. Complete raceway installation between conductor and cable termination points in accordance with Section 260533.13 "Conduits for Electrical Systems" prior to pulling conductors and cables.

C. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.

D. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.

E. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.

F. Support cables according to Section 260529 "Hangers and Supports for Electrical Systems."

3.4 INSTALLATION OF FIRE-ALARM WIRE AND CABLE

A. Comply with NFPA 72.

B. Wiring Method: Install wiring in metal pathway according to Section 270528.29 "Hangers and Supports for Communications Systems."

1. Fire-alarm circuits and equipment control wiring associated with fire-alarm system must be installed in a dedicated pathway system.

    a. Cables and pathways used for fire-alarm circuits, and equipment control wiring associated with fire-alarm system, may not contain any other wire or cable.

2. Fire-Rated Cables: Use of two-hour, fire-rated fire-alarm cables, NFPA 70, Types MI and CI, is not permitted.
3. Signaling Line Circuits: Power-limited fire-alarm cables may be installed in the same cable or pathway as signaling line circuits.

C. Wiring within Enclosures: Separate power-limited and non-power-limited conductors as recommended by manufacturer. Install conductors parallel with or at right angles to sides and back of the enclosure. Bundle, lace, and train conductors to terminal points with no excess. Connect conductors that are terminated, spliced, or interrupted in any enclosure associated with fire-alarm system to terminal blocks. Mark each terminal according to system's wiring diagrams. Make all connections with approved crimp-on terminal spade lugs, pressure-type terminal blocks, or plug connectors.

D. Cable Taps: Use numbered terminal strips in junction, pull, and outlet boxes; cabinets; or equipment enclosures where circuit connections are made.

E. Color-Coding: Color-code fire-alarm conductors differently from the normal building power wiring. Use one color-code for alarm circuit wiring and another for supervisory circuits. Color-code audible alarm-indicating circuits differently from alarm-initiating circuits. Use different colors for visible alarm-indicating devices. Paint fire-alarm system junction boxes and covers red.

3.5 CONNECTIONS

A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.

B. Make splices, terminations, and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.

1. Use oxide inhibitor in each splice, termination, and tap for aluminum conductors.

C. Wiring at Outlets: Install conductor at each outlet, with at least [6 inch] [12 inch] of slack.

D. Comply with requirements in Section 284621.11 "Addressable Fire-Alarm Systems" and Section 284621.13 "Conventional Fire-Alarm Systems" for connecting, terminating, and identifying wires and cables.

3.6 IDENTIFICATION

A. Identify and color-code conductors and cables according to Section 260553 "Identification for Electrical Systems."

B. Identify each spare conductor at each end with identity number and location of other end of conductor, and identify as spare conductor.

3.7 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

3.8 FIRESTOPPING

A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly according to Section 078413 "Penetration Firestopping."

3.9 FIELD QUALITY CONTROL

A. Tests and Inspections:

1. After installing conductors and cables and before electrical circuitry has been energized, test service entrance and feeder conductors for compliance with requirements.
2. Perform each of the following visual and electrical tests:

    a. Inspect exposed sections of conductor and cable for physical damage and correct connection according to the single-line diagram.
    b. Test bolted connections for high resistance using one of the following:

        1) A low-resistance ohmmeter.
        2) Calibrated torque wrench.
        3) Thermographic survey.

    c. Inspect compression-applied connectors for correct cable match and indentation.
    d. Inspect for correct identification.
    e. Inspect cable jacket and condition.
    f. Insulation-resistance test on each conductor for ground and adjacent conductors. Apply a potential of 500 V(dc) for 300 V rated cable and 1000 V(dc) for 600 V rated cable for a one-minute duration.
    g. Continuity test on each conductor and cable.
    h. Uniform resistance of parallel conductors.

B. Cables will be considered defective if they do not pass tests and inspections.

C. Prepare test and inspection reports to record the following:

1. Procedures used.
2. Results that comply with requirements.
3. Results that do not comply with requirements, and corrective action taken to achieve compliance with requirements.

END OF SECTION

SECTION 260526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Grounding and bonding conductors.
2. Grounding and bonding clamps.

B. Related Requirements:

1. Section 260010 "Supplemental Requirements for Electrical" for additional abbreviations, definitions, submittals, qualifications, testing agencies, and other Project requirements applicable to Work specified in this Section.

PART 2 - PRODUCTS

2.1 GROUNDING AND BONDING CONDUCTORS

A. Equipment Grounding Conductor:

1. General Characteristics: 600 V, THHN/THWN-2 THWN-2, copper tinned-copper wire or cable, green color, in accordance with Section 260519 "Low-Voltage Electrical Power Conductors and Cables."

2.2 GROUNDING AND BONDING CLAMPS

A. Description: Clamps suitable for attachment of grounding and bonding conductors to grounding electrodes, pipes, tubing, and rebar. Grounding and bonding clamps specified in this article are also suitable for use with communications applications; see Section 270526 "Grounding and Bonding for Communications Systems," for selection and installation guidelines.

B. Source Limitations: Obtain products from single manufacturer.

C. Performance Criteria:

1. Regulatory Requirements:

a. Listed and labeled in accordance with NFPA 70, by qualified electrical testing laboratory recognized by authorities having jurisdiction, and marked for intended location and application.

2. Listing Criteria:

a. Grounding and Bonding Equipment: UL CCN KDER; including UL 467.
b. Grounding and Bonding Equipment for Communications: UL CCN KDSH; including UL 467.

D. UL KDER and KDSH - Hex-Fitting-Type Pipe and Rod Grounding and Bonding Clamp:

1. General Characteristics:

a. Two pieces with zinc-plated stainless steel bolts.
b. Clamp Material: Silicon bronze Die-cast zinc alloy Aluminum Brass Tinned brass.
c. Listed for outdoor use.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine facility's grounding electrode system and equipment grounding for compliance with requirements for maximum ground-resistance level and other conditions affecting performance of grounding and bonding of electrical system.

B. Inspect test results of grounding system measured at point of electrical service equipment connection.

C. Prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.

D. Proceed with connection of electrical service equipment only after unsatisfactory conditions have been corrected.

3.2 SELECTION OF GROUNDING AND BONDING CONDUCTORS

A. Conductors: Install solid conductor for 8 AWG and smaller, and stranded conductors for 6 AWG and larger unless otherwise indicated.

B. Custom-Length Insulated Equipment Bonding Jumpers: 6 AWG, 19-strand, Type THHN.

C. Bonding Cable: 28 kcmil, 14 strands of 17 AWG conductor, 1/4 inch in diameter.

D. Bonding Conductor: 4 AWG or 6 AWG, stranded conductor.

E. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/8 inch wide and 1/16 inch thick.

F. Tinned Bonding Jumper: Tinned-copper tape, braided conductors terminated with copper ferrules; 1-5/8 inch wide and 1/16 inch thick.

3.3 SELECTION OF CONNECTORS

A. Conductor Terminations and Connections:

1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.

3.4 INSTALLATION

A. Comply with manufacturer's published instructions.

B. Special Techniques:

1. Conductors:

a. Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.

2. Connections: Make connections so possibility of galvanic action or electrolysis is minimized. Select connectors, connection hardware, conductors, and connection methods so metals in direct contact are galvanically compatible.

a. Use electroplated or hot-tin-coated materials to ensure high conductivity and to make contact points closer in order of galvanic series.
b. Make connections with clean, bare metal at points of contact.
c. Coat and seal connections having dissimilar metals with inert material to prevent future penetration of moisture to contact surfaces.
d. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.
e. Bonding Interior Metal Ducts: Bond metal air ducts to equipment grounding conductors of associated fans, blowers, electric heaters, and air cleaners. Install []bonding jumper to bond across flexible duct connections to achieve continuity.

3. Equipment Grounding:

a. Install insulated equipment grounding conductors with feeders and branch circuits.
b. Install insulated equipment grounding conductors with the following items, in addition to those required by NFPA 70:

1) Feeders and branch circuits.
2) Lighting circuits.
3) Receptacle circuits.
4) Single-phase motor and appliance branch circuits.

5) Three-phase motor and appliance branch circuits.
6) Flexible raceway runs.

c. Air-Duct Equipment Circuits: Install insulated equipment grounding conductor to duct-mounted electrical devices operating at 120 V and more, including air cleaners, heaters, dampers, humidifiers, and other duct electrical equipment. Bond conductor to each unit and to air duct and connected metallic piping.

3.5 FIELD QUALITY CONTROL

A. Tests and Inspections:

1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.
2. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with calibrated torque wrench in accordance with manufacturer's published instructions.
3. Test completed grounding system at each location where maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal, at ground test wells, and at individual ground rods. Make tests at ground rods before conductors are connected.

    a. Measure ground resistance no fewer than two full days after last trace of precipitation and without soil being moistened by means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance.
    b. Perform tests by fall-of-potential method in accordance with IEEE Std 81.
    c. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Architect promptly and include recommendations to reduce ground resistance.

B. Nonconforming Work:

1. Grounding system will be considered defective if it does not pass tests and inspections.
2. Remove and replace defective components and retest.

C. Collect, assemble, and submit test and inspection reports.

1. Report measured ground resistances that exceed the following values:

    a. Power and Lighting Equipment or System with Capacity of 500 kVA and Less: 10 Ω.

3.6 PROTECTION

A. After installation, protect grounding and bonding cables and equipment from construction activities. Remove and replace items that are contaminated, defaced, damaged, or otherwise caused to be unfit for use prior to acceptance by Owner.

END OF SECTION

SECTION 260529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Support, anchorage, and attachment components.
2. Fabricated metal equipment support assemblies.

B. Related Requirements:

1. Section 260010 "Supplemental Requirements for Electrical" for additional abbreviations, definitions, submittals, qualifications, testing agencies, and other Project requirements applicable to Work specified in this Section.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Surface-Burning Characteristics: Comply with ASTM E84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

1. Flame Rating: Class 1.
2. Self-extinguishing according to ASTM D635.

2.2 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

A. Steel Slotted Support Systems: Preformed steel channels and angles with minimum 13/32 inch diameter holes at a maximum of 8 inch on center in at least one surface.

1. Standard: Comply with MFMA-4 factory-fabricated components for field assembly.
2. Material for Channel, Fittings, and Accessories: Galvanized steel Plain steel Stainless steel, Type 304 Stainless steel, Type 316.
3. Channel Width: Selected for applicable load criteria 1-5/8 inch 1-1/4 inch 13/16 inch Insert dimension.
4. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.
5. Painted Coatings: Manufacturer's standard painted coating applied according to MFMA-4.
6. Protect finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

B. Conduit and Cable Support Devices: Steel Steel and malleable-iron Stainless steel Glass-fiber-resin hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.

C. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for nonarmored electrical conductors or cables in riser conduits. Plugs must have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body must be made of malleable iron.

D. Structural Steel for Fabricated Supports and Restraints: ASTM A36/A36M steel plates, shapes, and bars; black and galvanized.

E. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:

1. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete, steel, or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
2. Mechanical-Expansion Anchors: Insert-wedge-type, zinc-coated stainless steel, for use in hardened portland cement concrete, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
3. Concrete Inserts: Steel or malleable-iron, slotted support system units are similar to MSS Type 18 units and comply with MFMA-4 or MSS SP-58.
4. Clamps for Attachment to Steel Structural Elements: MSS SP-58 units are suitable for attached structural element.
5. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM F3125/F3125M, Grade A325.
6. Toggle Bolts: All Stainless steel springhead type.
7. Hanger Rods: Threaded steel.

PART 3 - EXECUTION

3.1 SELECTION

A. Comply with the following standards for selection and installation of hangers and supports, except where requirements on Drawings or in this Section are stricter:

1. NECA NEIS 101
2. NECA NEIS 102.
3. NECA NEIS 105.
4. NECA NEIS 111.

B. Comply with requirements in Section 078413 "Penetration Firestopping" for firestopping materials and installation for penetrations through fire-rated walls, ceilings, and assemblies.

C. Comply with requirements for raceways specified in Section 260533.13 "Conduits for Electrical Systems."

D. Comply with requirements for boxes specified in Section 260533.16 "Boxes and Covers for Electrical Systems."

E. Maximum Support Spacing and Minimum Hanger Rod Size for Raceways: Space supports for EMT, IMC, and ERMC as required by scheduled in NECA NEIS 1, where its Table 1 lists maximum spacings that are less than those stated in] NFPA 70. Minimum rod size must be 1/4 inch in diameter.

F. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted or other support system, sized so capacity can be increased by at least 25 percent in future without exceeding specified design load limits.

1. Secure raceways and cables to these supports with two-bolt conduit clamps single-bolt conduit clamps single-bolt conduit clamps using spring friction action for retention in support channel.

G. Spring-steel clamps designed for supporting single conduits without bolts may be used for 1-1/2 inch and smaller raceways serving branch circuits and communication systems above suspended ceilings, and for fastening raceways to trapeze supports.

3.2 INSTALLATION OF SUPPORTS

A. Comply with NECA NEIS 101 for installation requirements except as specified in this article.

B. Raceway Support Methods: In addition to methods described in NECA NEIS 1, EMT, IMC, and ERMC may be supported by openings through structure members, in accordance with NFPA 70.

C. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination must be weight of supported components plus 200 lb.

D. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:

1. To Wood: Fasten with lag screws or through bolts.
2. To New Concrete: Bolt to concrete inserts.
3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
4. To Existing Concrete: Expansion anchor fasteners.

5. Instead of expansion anchors, powder-actuated driven threaded studs provided with lock washers and nuts may be used in existing standard-weight concrete 4 inch thick or greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than 4 inch thick.
6. To Steel: Welded threaded studs complying with AWS D1.1/D1.1M, with lock washers and nuts Beam clamps (MSS SP-58, Type 19, 21, 23, 25, or 27), complying with MSS SP-69 Spring-tension clamps.
7. To Light Steel: Sheet metal screws.
8. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate by means that comply with seismic-restraint strength and anchorage requirements.

E. Drill holes for expansion anchors in concrete at locations and to depths that avoid the need for reinforcing bars.

3.3 PAINTING

A. Touchup:

1. Comply with requirements in Section 099113 "Exterior Painting," Section 099123 "Interior Painting," and Section 099600 "High-Performance Coatings" for cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint on miscellaneous metal.

B. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A780.

END OF SECTION

SECTION 260533.13 - CONDUITS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Type EMT-S duct raceways and elbows.
2. Type LFMC duct raceways.
3. Fittings for conduit, tubing, and cable.

B. Products Installed, but Not Furnished, under This Section:

1. See Section 260553 "Identification for Electrical Systems" for electrical equipment labels.

C. Related Requirements:

1. Section 260010 "Supplemental Requirements for Electrical" for additional abbreviations, definitions, submittals, qualifications, testing agencies, and other Project requirements applicable to Work specified in this Section.
2. Section 260519 "Low-Voltage for Electrical Power Conductors and Cables" for nonmetallic underground conduit with conductors (Type NUCC).

1.2 DEFINITIONS

A. Conduit: A structure containing one or more duct raceways.

B. Duct Raceway: A single enclosed raceway for conductors or cable.

C. Duct Bank: An arrangement of conduit providing one or more continuous duct raceways between two points.

PART 2 - PRODUCTS

2.1 TYPE EMT-S DUCT RACEWAYS AND ELBOWS

A. Performance Criteria:

1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70, by qualified electrical testing laboratory recognized by authorities having jurisdiction, and marked for intended location and application.
2. Listing Criteria: UL CCN FJMX; including UL 797.

B. Source Quality Control:

1. Product Data: Prepare and submit catalog cuts, brochures, and performance data illustrating size, physical appearance, and other characteristics of product.
2. Manufacturer's Published Instructions: Prepare and submit installation, testing, and operating instructions for product.

C. UL FJMX - Steel Electrical Metal Tubing (EMT-S) and Elbows:

1. Material: Steel.
2. Options:

a. Exterior Coating: Zinc Alternate corrosion-resistant coating.
b. Interior Coating: Zinc with organic top coating Zinc Organic coating.
c. Minimum Trade Size: Metric designator 16 (trade size 1/2) Metric designator 21 (trade size 3/4).
d. Colors: As indicated on Drawings.

2.2 TYPE LFMC DUCT RACEWAYS

A. Performance Criteria:

1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70, by qualified electrical testing laboratory recognized by authorities having jurisdiction, and marked for intended location and application.
2. Listing Criteria: UL CCN DXHR; including UL 360.

B. Source Quality Control:

1. Product Data: Prepare and submit catalog cuts, brochures, and performance data illustrating size, physical appearance, and other characteristics of product.
2. Manufacturer's Published Instructions: Prepare and submit installation, testing, and operating instructions for product.

C. UL DXHR - Steel Liquidtight Flexible Metal Conduit (LFMC-S):

1. Material: Steel.
2. Options:

a. Minimum Trade Size: Metric designator 16 (trade size 1/2) Metric designator 21 (trade size 3/4).
b. Colors: As indicated on Drawings.

2.3 FITTINGS FOR CONDUIT, TUBING, AND CABLE

A. Performance Criteria:

1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70, by qualified electrical testing laboratory recognized by authorities having jurisdiction, and marked for intended location and application.

B. Source Quality Control:

1. Product Data: Prepare and submit catalog cuts, brochures, and performance data illustrating size, physical appearance, and other characteristics of product.
2. Manufacturer's Published Instructions: Prepare and submit installation, testing, and operating instructions for product.

C. UL FKAV - Fittings for Type EMT Duct Raceways:

1. Listing Criteria: UL CCN FKAV; including UL 514B.
2. Options:

a. Material: Steel Die cast.
b. Coupling Method: Compression coupling Raintight compression coupling with distinctive color gland nut Setscrew coupling. Setscrew couplings with only single screw per conduit are unacceptable.
c. Expansion and Deflection Fittings: UL 651 with flexible bonding jumper.

D. UL DXAS - Fittings for Type LFMC and Type LFNC Duct Raceways:

1. Listing Criteria: UL CCN DXAS; including UL 514B.

PART 3 - EXECUTION

3.1 SELECTION OF CONDUITS FOR ELECTRICAL SYSTEMS

A. Unless more stringent requirements are specified in Contract Documents or manufacturers' published instructions, comply with NFPA 70 for selection of duct raceways. Consult Architect for resolution of conflicting requirements.

B. Indoors:

1. Exposed and Not Subject to Physical Damage: ERMC IMC EMT RTRC-AG.
2. Concealed in Ceilings and Interior Walls and Partitions: ERMC IMC EMT PVC-80 PVC-40 RTRC-AG.
3. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC FMC LFNC-A LFNC-B.

3.2 PROTECTION

A. Protect coatings, finishes, and cabinets from damage and deterioration.

END OF SECTION

SECTION 260533.16 - BOXES AND COVERS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Metallic outlet boxes, device boxes, rings, and covers.
2. Junction boxes and pull boxes.
3. Cover plates for device boxes.

B. Products Installed, but Not Furnished, under This Section:

1. See Section 260553 "Identification for Electrical Systems" for electrical equipment labels.

C. Related Requirements:

1. Section 260010 "Supplemental Requirements for Electrical" for additional abbreviations, definitions, submittals, qualifications, testing agencies, and other Project requirements applicable to Work specified in this Section.

PART 2 - PRODUCTS

2.1 METALLIC OUTLET BOXES, DEVICE BOXES, RINGS, AND COVERS

A. Performance Criteria:

1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70, by qualified electrical testing laboratory recognized by authorities having jurisdiction, and marked for intended location and application.
2. Listing Criteria: UL CCN QCIT; including UL 514A.

B. UL QCIT - Metallic Outlet Boxes and Covers:

1. Description: Box having pryout openings, knockouts, threaded entries, or hubs in either the sides of the back, or both, for entrance of conduit, conduit or cable fittings, or cables, with provisions for mounting outlet box cover, but without provisions for mounting wiring device directly to box.
2. Options:

a. Material: Sheet steel Sheet aluminum Cast metal.
b. Sheet Metal Depth: Minimum 1.5 inch 2 inch 2.5 inch 2.8 inch 3.5 inch.

c. Luminaire Outlet Boxes and Covers: Nonadjustable, listed and labeled for attachment of luminaire weighing up to 50 lb more than 50 lb and marked with maximum allowable weight.
d. Paddle Fan Outlet Boxes and Covers: Nonadjustable, designed for attachment of paddle fan weighing up to 70 lb.

C. UL QCIT - Metallic Device Boxes:

1. Description: Box with provisions for mounting wiring device directly to box.
2. Options:

a. Material: Sheet steel Sheet aluminum Cast metal.
b. Sheet Metal Depth: minimum 1.5 inch 2 inch 2.5 inch 2.8 inch 3.5 inch.

D. UL QCIT - Metallic Extension Rings:

1. Description: Ring intended to extend sides of outlet box or device box to increase box depth, volume, or both.

2.2 JUNCTION BOXES AND PULL BOXES

A. Performance Criteria:

1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
2. Listing Criteria: UL CCN BGUZ; including UL 50 and UL 50E.

B. Source Quality Control:

1. Product Data: Prepare and submit catalog cuts, brochures, and performance data illustrating size, physical appearance, and other characteristics of product.

2. Manufacturer's Published Instructions: Prepare and submit installation, testing, and operating instructions for product.

C. UL BGUZ - Indoor Sheet Metal Junction and Pull Boxes:

1. Description: Box with a blank cover that serves the purpose of joining different runs of raceway or cable.
2. Options:

a. Degree of Protection: Type 1 Type 2 Type 5 Type 12 Type 12K Type 13.

2.3 COVER PLATES FOR DEVICES BOXES

A. Performance Criteria:

1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
2. Listing Criteria: UL CCN QCIT or UL CCN QCMZ; including UL 514D.
3. Wallplate-Securing Screws: Metal with head color to match wallplate finish.

B. Source Quality Control:

1. Product Data: Prepare and submit catalog cuts, brochures, and performance data illustrating size, physical appearance, and other characteristics of product.

2. Manufacturer's Published Instructions: Prepare and submit installation, testing, and operating instructions for product.

C. UL QCIT or QCMZ - Metallic Cover Plates for Device Boxes:

1. Options:

a. Damp and Wet Locations: Listed, labeled, and marked for location and use. Provide gaskets and accessories necessary for compliance with listing.
b. Wallplate Material: 0.032 inch thick, Type 302/304 non-magnetic stainless steel with brushed finish 0.040 inch thick aluminum, anodized or lacquered to prevent corrosion 0.04 inch thick, brushed brass with factory polymer finish Steel with white baked enamel, suitable for field painting 0.04 inch thick steel with chrome-plated finish Galvanized steel Cast aluminum As indicated on architectural Drawings.

PART 3 - EXECUTION

3.1 SELECTION OF BOXES AND COVERS FOR ELECTRICAL SYSTEMS

A. Unless more stringent requirements are specified in Contract Documents or manufacturers' published instructions, comply with NFPA 70 for selection of boxes and enclosures. Consult Architect for resolution of conflicting requirements.

B. Degree of Protection:

1. Indoors:

a. Type 1 unless otherwise indicated.

C. Exposed Boxes Installed Less Than 2.5 m (8 ft) Above Floor:

1. Provide cast-metal boxes Boxes with knockouts or unprotected openings are prohibited.
2. Provide exposed cover. Flat covers with angled mounting slots or knockouts are prohibited.

3.2 INSTALLATION OF BOXES AND COVERS FOR ELECTRICAL SYSTEMS

A. Comply with manufacturer's published instructions.

B. Reference Standards for Installation: Unless more stringent installation requirements are specified in Contract Documents or manufacturers' published instructions, comply with the following:

1. Outlet, Device, Pull, and Junction Boxes: Article 314 of NFPA 70.
2. Consult Architect for resolution of conflicting requirements.

C. Special Installation Techniques:

1. Provide boxes in wiring and raceway systems wherever required for pulling of wires, making connections, and mounting of devices or fixtures.
2. Mount boxes at heights indicated on Drawings. If mounting heights of boxes are not individually indicated, give priority to ADA requirements. Install boxes with height measured to center of box unless otherwise indicated.
3. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block, and install box flush with surface of wall. Prepare block surfaces to provide a flat surface for a raintight connection between box and cover plate or supported equipment and box, whether installed indoors or outdoors.
4. Horizontally separate boxes mounted on opposite sides of walls so they are not in the same vertical channel.
5. Locate boxes so that cover or plate will not span different building finishes.
6. Support boxes in recessed ceilings independent of ceiling tiles and ceiling grid.
7. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for purpose.
8. Fasten junction and pull boxes to, or support from, building structure. Do not support boxes by conduits.
9. Set metal floor boxes level and flush with finished floor surface.
10. Do not rely on locknuts to penetrate nonconductive coatings on enclosures. Remove coatings in the locknut area prior to assembling conduit to enclosure to ensure a continuous ground path.
11. Boxes and Enclosures in Areas or Walls with Acoustical Requirements:

    a. Seal openings and knockouts in back and sides of boxes and enclosures with acoustically rated putty.
    b. Provide gaskets for wallplates and covers.

12. Identification: Provide labels for boxes and associated electrical equipment.

    a. Identify field-installed conductors, interconnecting wiring, and components.
    b. Provide warning signs.
    c. Label each box with engraved metal or laminated-plastic nameplate.

3.3 CLEANING

A. Remove construction dust and debris from boxes before installing wallplates, covers, and hoods.

3.4 PROTECTION

A. After installation, protect boxes from construction activities. Remove and replace items that are contaminated, defaced, damaged, or otherwise caused to be unfit for use prior to acceptance by Owner.

END OF SECTION

SECTION 260553 - IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Labels.
2. Bands and tubes.
3. Tapes and stencils.
4. Tags.
5. Signs.
6. Cable ties.
7. Miscellaneous identification products.

B. Related Requirements:

1. Section 260010 "Supplemental Requirements for Electrical" for additional abbreviations, definitions, submittals, qualifications, testing agencies, and other Project requirements applicable to Work specified in this Section.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Comply with ASME A13.1 **a**nd IEEE C2.

B. Comply with 29 CFR 1910.144 for color identification of hazards; 29 CFR 1910.145 for danger, caution, warning, and safety instruction signs and tags; and the following:

1. Fire-protection and fire-alarm equipment, including raceways, must be finished, painted, or suitably marked safety red.
2. Ceiling-mounted hangers, supports, cable trays, and raceways must be finished, painted, or suitably marked safety yellow where less than 7.7 ft above finished floor.

C. Signs, labels, and tags required for personnel safety must comply with the following standards:

1. Safety Colors: NEMA Z535.1.
2. Facility Safety Signs: NEMA Z535.2.
3. Safety Symbols: NEMA Z535.3.
4. Product Safety Signs and Labels: NEMA Z535.4.
5. Safety Tags and Barricade Tapes for Temporary Hazards: NEMA Z535.5.

D. Comply with NFPA 70E and Section 260573.19 "Arc-Flash Hazard Analysis" requirements for arc-flash warning labels.

E. Adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers, must comply with UL 969.

F. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.

1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.

2.2 COLOR AND LEGEND REQUIREMENTS

A. Raceways and Cables Carrying Circuits at 1000 V or Less:

1. Black letters on orange field.
2. Legend: Indicate voltage and system or service type.

B. Color-Coding for Phase- and Voltage-Level Identification, 1000 V or Less: Use colors listed below for ungrounded service, feeder, and branch-circuit conductors.

1. Color must be factory applied or field applied for sizes larger than 8 AWG if authorities having jurisdiction permit.
2. Colors for 208Y/120 V Circuits:

a. Phase A: Black.
b. Phase B: Red.
c. Phase C: Blue.

3. Colors for 480Y/277 V Circuits:

a. Phase A: Brown.
b. Phase B: Orange.
c. Phase C: Yellow.

4. Color for Neutral: White or gray.
5. Color for Equipment Grounds: Bare copper Green Green with yellow stripe.

C. Warning Label Colors:

1. Identify system voltage with black letters on orange background.

D. Equipment Identification Labels:

1. Black letters on white field.

2.3 BANDS AND TUBES

A. Snap-Around, Color-Coding Bands: Slit, pretensioned, flexible, solid-colored acrylic sleeves, 2 inch long, with diameters sized to suit diameters and that stay in place by gripping action.

1. Manufacturers: Subject to compliance with requirements, [provide products by the following] [provide products by one of the following] [available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following]:

a. Brady Corporation.
b. HellermannTyton.
c. Panduit Corp.

B. Heat-Shrink Preprinted Tubes: Flame-retardant polyolefin tubes with machine-printed identification labels, sized to suit diameter and shrunk to fit firmly. Full shrink recovery occurs at maximum of 200 deg F. Comply with UL 224.

1. Manufacturers: Subject to compliance with requirements, [provide products by the following] [provide products by one of the following] [available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following]:

a. Brady Corporation.
b. Panduit Corp.

2.4 TAPES AND STENCILS

A. Marker Tapes: Vinyl or vinyl-cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.

1. Manufacturers: Subject to compliance with requirements, [provide products by the following] [provide products by one of the following] [available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following]:

a. Carlton Industries, LP.
b. Champion America.
c. HellermannTyton.
d. Panduit Corp.

B. Self-Adhesive Vinyl Tape: Colored, heavy duty, waterproof, fade resistant; not less than 3 mil thick by 1 to 2 inch wide; compounded for outdoor use.

1. Manufacturers: Subject to compliance with requirements, [provide products by the following] [provide products by one of the following] [available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following]:

a. Brady Corporation.
b. Carlton Industries, LP.
c. emedco.

C. Tape and Stencil: 4 inch wide black stripes on 10 inch centers placed diagonally over orange background and are 12 inch wide. Stop stripes at legends.

1. Manufacturers: Subject to compliance with requirements, [provide products by the following] [provide products by one of the following] [available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following]:

a. HellermannTyton.
b. Seton Identification Products; a Brady Corporation company.

D. Floor Marking Tape: 2 inch wide, 5 mil pressure-sensitive vinyl tape, with black and white yellow and black stripes and clear vinyl overlay.

1. Manufacturers: Subject to compliance with requirements, [provide products by the following] [provide products by one of the following] [available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following]:

a. Carlton Industries, LP.
b. Seton Identification Products; a Brady Corporation company.

E. Underground-Line Warning Tape:

1. Manufacturers: Subject to compliance with requirements, [provide products by the following] [provide products by one of the following] [available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following]:

a. Brady Corporation.
b. Seton Identification Products; a Brady Corporation company.

2. Color and Printing:

a. Inscriptions for Red Tapes: "CAUTION BURIED ELECTRIC LINE BELOW".
b. Inscriptions for Orange Tapes: "CAUTION BURIED CATV LINE BELOW" "CAUTION BURIED TELEPHONE LINE BELOW" "CAUTION BURIED FIBER OPTIC LINE BELOW" "CAUTION BURIED COMMUNICATION LINE BELOW".

F. Stenciled Legend: In nonfading, waterproof, black Insert color ink or paint. Minimum letter height must be 1 inch Insert dimension.

2.5 TAGS

A. Metal Tags: Brass or aluminum, 2 by 2 by 0.05 inch, with stamped legend, punched for use with self-locking cable tie fastener.

1. Manufacturers: Subject to compliance with requirements, [provide products by the following] [provide products by one of the following] [available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following]:

a. Brady Corporation.
b. Carlton Industries, LP.
c. Seton Identification Products; a Brady Corporation company.
d. emedco.

B. Nonmetallic Preprinted Tags: Polyethylene tags, 0.015 inch 0.023 inch thick, color-coded for phase and voltage level, with factory screened printed permanent designations; punched for use with self-locking cable tie fastener.

1. Manufacturers: Subject to compliance with requirements, [provide products by the following] [provide products by one of the following] [available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following]:

a. Brady Corporation.
b. Carlton Industries, LP.
c. Grafoplast Wire Markers.
d. Panduit Corp.
e. Seton Identification Products; a Brady Corporation company.
f. emedco.
g. Insert manufacturer's name.

C. Write-on Tags:

1. Manufacturers: Subject to compliance with requirements, [provide products by the following] [provide products by one of the following] [available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following]:

a. Carlton Industries, LP.
b. Seton Identification Products; a Brady Corporation company.

2. Polyester Tags: 0.010 inch 0.015 inch Insert dimension thick, with corrosion-resistant grommet and cable tie for attachment.
3. Marker for Tags:

a. Permanent, waterproof, black ink marker recommended by tag manufacturer.

2.6 SIGNS

A. Baked-Enamel Signs:

1. Manufacturers: Subject to compliance with requirements, [provide products by the following] [provide products by one of the following] [available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following]:

    a. Carlton Industries, LP.
    b. Champion America.
    c. emedco.

2. Preprinted aluminum signs, high-intensity reflective, punched or drilled for fasteners, with colors, legend, and size required for application.
3. 1/4 inch grommets in corners for mounting.
4. Nominal Size: 7 by 10 inch.

B. Metal-Backed Butyrate Signs:

1. Manufacturers: Subject to compliance with requirements, provide products by the following:

    a. Brady Corporation.
    b. Champion America.
    c. emedco.

C. Laminated Acrylic or Melamine Plastic Signs:

1. Manufacturers: Subject to compliance with requirements, [provide products by the following] [provide products by one of the following] [available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following]:

    a. Brady Corporation.
    b. Carlton Industries, LP.
    c. Seton Identification Products; a Brady Corporation company.
    d. emedco.

2. Thickness:

    a. For signs up to 20 sq. inch, minimum 1/16 inch thick.
    b. For signs larger than 20 sq. inch, 1/8 inch thick.
    c. Engraved legend with black letters on white face white letters on dark gray background Insert colors.
    d. Punched or drilled for mechanical fasteners with 1/4 inch grommets in corners for mounting Self-adhesive.

2.7 CABLE TIES

A. Manufacturers: Subject to compliance with requirements, provide products by the following:

1. HellermannTyton.
2. Panduit Corp.

B. General-Purpose Cable Ties: Fungus inert, self-extinguishing, one piece, self-locking, and Type 6/6 nylon.

1. Minimum Width: 3/16 inch.
2. Tensile Strength at 73 deg F in accordance with ASTM D638: 12,000 psi.
3. Temperature Range: Minus 40 to plus 185 deg F.
4. Color: Black, except where used for color-coding.

C. UV-Stabilized Cable Ties: Fungus inert, designed for continuous exposure to exterior sunlight, self-extinguishing, one piece, self-locking, and Type 6/6 nylon.

1. Minimum Width: 3/16 inch.
2. Tensile Strength at 73 deg F in accordance with ASTM D638: 12,000 psi.
3. Temperature Range: Minus 40 to plus 185 deg F.
4. Color: Black.

D. Plenum-Rated Cable Ties: Self-extinguishing, UV stabilized, one piece, and self-locking.

1. Minimum Width: 3/16 inch.
2. Tensile Strength at 73 deg F in accordance with ASTM D638: 7000 psi.
3. UL 94 Flame Rating: 94V-0.
4. Temperature Range: Minus 50 to plus 284 deg F.
5. Color: Black.

2.8 MISCELLANEOUS IDENTIFICATION PRODUCTS

A. Paint: Comply with requirements in painting Sections for paint materials and application requirements. Retain paint system applicable for surface material and location (exterior or interior).

B. Fasteners for Labels and Signs: Self-tapping, stainless steel screws or stainless steel machine screws with nuts and flat and lock washers.

PART 3 - EXECUTION

3.1 PREPARATION

A. Self-Adhesive Identification Products: Before applying electrical identification products, clean substrates of substances that could impair bond, using materials and methods recommended by manufacturer of identification product.

3.2 INSTALLATION

A. Verify and coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, Drawings, Shop Drawings, manufacturer's wiring diagrams, and operation and maintenance manual. Use consistent designations throughout Project.

B. Install identifying devices before installing acoustical ceilings and similar concealment.

C. Verify identity of item before installing identification products.

D. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and operation and maintenance manual.

E. Apply identification devices to surfaces that require finish after completing finish work.

F. Install signs with approved legend to facilitate proper identification, operation, and maintenance of electrical systems and connected items.

G. System Identification for Raceways and Cables under 1000 V: Identification must completely encircle cable or conduit. Place identification of two-color markings in contact, side by side.

1. Secure tight to surface of conductor, cable, or raceway.

H. System Identification for Raceways and Cables over 1000 V: Identification must completely encircle cable or conduit. Place adjacent identification of two-color markings in contact, side by side.

1. Secure tight to surface of conductor, cable, or raceway.

I. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, and signal connections.

J. Elevated Components: Increase sizes of labels, signs, and letters to those appropriate for viewing from floor.

K. Accessible Fittings for Raceways: Identify cover of junction and pull box of the following systems with wiring system legend and system voltage. System legends must be as follows:

1. "POWER."

L. Snap-Around Color-Coding Bands: Secure tight to surface at location with high visibility and accessibility.

M. Marker Tapes: Secure tight to surface at location with high visibility and accessibility.

N. Self-Adhesive Vinyl Tape: Secure tight to surface at location with high visibility and accessibility.

1. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for minimum distance of 6 inch where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding.

O. Nonmetallic Preprinted Tags:

1. Place in location with high visibility and accessibility.
2. Secure using general-purpose UV-stabilized plenum-rated cable ties.

P. Baked-Enamel Signs:

1. Attach signs that are not self-adhesive type with mechanical fasteners appropriate to location and substrate.
2. Unless otherwise indicated, provide single line of text with 1/2 inch high letters on minimum 1-1/2 inch high sign; where two lines of text are required, use signs minimum 2 inch high.

Q. Cable Ties: General purpose, for attaching tags, except as listed below:

1. Outdoors: UV-stabilized nylon.
2. In Spaces Handling Environmental Air: Plenum rated.

END OF SECTION

SECTION 260923 - LIGHTING CONTROL DEVICES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Indoor occupancy and vacancy sensors.
2. Conductors and cables.

B. Related Requirements:

1. Section 260010 "Supplemental Requirements for Electrical" for additional abbreviations, definitions, submittals, qualifications, testing agencies, and other Project requirements applicable to Work specified in this Section.
2. Section 260011 "Facility Performance Requirements" for seismic-load, wind-load, acoustical, and other field conditions applicable to Work specified in this Section.
3. Section 262726 "Wiring Devices" for wall-box dimmers, non-networkable wall-switch occupancy sensors, and manual light switches.

1.2 ACTION SUBMITTALS

A. Product Data:

1. Indoor occupancy and vacancy sensors.
2. Conductors and cables.

B. Field quality-control reports.

PART 2 - PRODUCTS

2.1 INDOOR OCCUPANCY AND VACANCY SENSORS

A. Manufacturers: Subject to compliance with requirements, provide products by the following:

1. Bryant; brand of Hubbell Electrical Solutions; Hubbell Incorporated.
2. Douglas Lighting Controls.
3. Eaton.
4. Hubbell Control Solutions; brand of Hubbell Electrical Solutions; Hubbell Incorporated.
5. Intermatic, Inc.
6. Leviton Manufacturing Co., Inc.

7. Lithonia Lighting; Acuity Brands Lighting, Inc.
8. Lutron Electronics Co., Inc.
9. NSi Industries LLC.
10. Philips; Signify North America; Signify Holding.
11. RAB Lighting.
12. Sensor Switch, Inc.
13. Square D; Schneider Electric USA.
14. WattStopper; Legrand North America, LLC.
15. Insert manufacturer's name.

B. General Requirements for Sensors:

1. Wall Ceiling-mounted, solid-state indoor occupancy vacancy sensors.
2. Passive infrared Ultrasonic Dual technology.
3. Integrated Separate power pack.
4. Hardwired Wireless connection to switch and BAS ; and BAS and lighting control system.
5. Listed and labeled in accordance with NFPA 70, by a qualified electrical testing laboratory recognized by authorities having jurisdiction, and marked for intended location and application.
6. Operation:

    a. Occupancy Sensor: Unless otherwise indicated, turn lights on when coverage area is occupied, and turn them off when unoccupied; with a time delay for turning lights off, adjustable over a minimum range of 1 to 15 minutes.

7. Sensor Output: Contacts rated to operate the connected relay, complying with UL 773A Sensor is powered from the power pack Wireless.
8. Power: Line voltage Integral photovoltaic collector.
9. Power Pack: Dry contacts rated for 20 A ballast LED load at 120 and 277 V(ac), for 13 A tungsten at 120 V(ac), and for 1 hp at 120 V(ac). Sensor has 24 V(dc), 150 mA, Class 2 power source.
10. Mounting:

    a. Sensor: Suitable for mounting in any position in a standard device box or outlet box.
    b. Relay: Externally mounted through a 1/2 inch knockout in a standard electrical enclosure.
    c. Time-Delay and Sensitivity Adjustments: Recessed and concealed behind hinged door.

11. Indicator: Digital display, to show when motion is detected during testing and normal operation of sensor.
12. Bypass Switch: Override the "on" function in case of sensor failure.
13. Automatic Light-Level Sensor: Adjustable from 2 to 200 fc; turn lights off when selected lighting level is present.

C. PIR Type: Wall Ceiling mounted; detect occupants in coverage area by their heat and movement.

1. Detector Sensitivity: Detect occurrences of 6 inch minimum movement of any portion of a human body that presents a target of not less than 36 sq. inch.
2. Detection Coverage (Room, Ceiling Mounted): Detect occupancy anywhere in a circular area of 1000 sq. ft. when mounted on a 96 inch high ceiling.

D. Ultrasonic Type: Wall Ceiling mounted; detect occupants in coverage area through pattern changes of reflected ultrasonic energy.

1. Detector Sensitivity: Detect a person of average size and weight moving not less than 12 inch in either a horizontal or a vertical manner at an approximate speed of 12 inch/s.
2. Detection Coverage (Small Room): Detect occupancy anywhere within a circular area of 600 sq. ft. when mounted on a 96 inch high ceiling.
3. Detection Coverage (Standard Room): Detect occupancy anywhere within a circular area of 1000 sq. ft. when mounted on a 96 inch high ceiling.
4. Detection Coverage (Large Room): Detect occupancy anywhere within a circular area of 2000 sq. ft. when mounted on a 96 inch high ceiling.
5. Detection Coverage (Corridor): Detect occupancy anywhere within 90 ft. when mounted on a 10 ft. high ceiling in a corridor not wider than 14 ft..
6. Detection Coverage (Room, Wall Mounted): Detect occupancy anywhere within a 180-degree pattern centered on the sensor over an area of 1000 sq. ft. 2000 sq. ft. 3000 sq. ft. when mounted 84 inch above finished floor.

E. Dual-Technology Type: Wall Ceiling mounted; detect occupants in coverage area using PIR and ultrasonic detection methods. The particular technology or combination of technologies that control on-off functions is selectable in the field by operating controls on unit.

1. Sensitivity Adjustment: Separate for each sensing technology.
2. Detector Sensitivity: Detect occurrences of 6 inch minimum movement of any portion of a human body that presents a target of not less than 36 sq. inch, and detect a person of average size and weight moving not less than 12 inch in either a horizontal or a vertical manner at an approximate speed of 12 inch/s.
3. Detection Coverage (Standard Room): Detect occupancy anywhere within a circular area of 1000 sq. ft. when mounted on a 96 inch high ceiling.
4. Detection Coverage (Room, Wall Mounted): Detect occupancy anywhere within a 180-degree pattern centered on the sensor over an area of 1000 sq. ft. 2000 sq. ft. 3000 sq. ft. when mounted 48 inch above finished floor.

2.2 CONDUCTORS AND CABLES

A. Power Wiring to Supply Side of Remote-Control Power Sources: Not smaller than No. 12 AWG. Comply with requirements in Section 260519 "Low-Voltage Electrical Power Conductors and Cables."

B. Classes 2 and 3 Control Cable: Multiconductor cable with stranded-copper conductors not smaller than No. 18 No. 22 No. 24 AWG. Comply with requirements in Section 260519 "Low-Voltage Electrical Power Conductors and Cables."

C. Class 1 Control Cable: Multiconductor cable with stranded-copper conductors not smaller than No. 14 No. 16 No. 18 AWG. Comply with requirements in Section 260519 "Low-Voltage Electrical Power Conductors and Cables."

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine lighting control devices before installation. Reject lighting control devices that are wet, moisture damaged, or mold damaged.

B. Examine walls and ceilings for suitable conditions where lighting control devices will be installed.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION OF SENSORS

A. Coordinate layout and installation of ceiling-mounted devices with other construction that penetrates ceilings or is supported by them, including light fixtures, HVAC equipment, smoke detectors, fire-suppression systems, and partition assemblies.

B. Install and aim sensors in locations to achieve not less than 90 percent coverage of areas indicated. Do not exceed coverage limits specified in manufacturer's instructions.

3.3 INSTALLATION OF CONTACTORS

A. Mount electrically held lighting contactors with elastomeric isolator pads to eliminate structure-borne vibration unless contactors are installed in an enclosure with factory-installed vibration isolators.

3.4 INSTALLATION OF WIRING

A. Wiring Method: Comply with Section 260519 "Low-Voltage Electrical Power Conductors and Cables." Minimum conduit size is 1/2 inch.

B. Wiring within Enclosures: Separate power-limited and nonpower-limited conductors in accordance with conductor manufacturer's instructions.

C. Size conductors in accordance with lighting control device manufacturer's instructions unless otherwise indicated.

D. Splices, Taps, and Terminations: Make connections only on numbered terminal strips in junction, pull, device, and outlet boxes; terminal cabinets; and equipment enclosures.

3.5 IDENTIFICATION

A. Identify components and power and control wiring in accordance with Section 260553 "Identification for Electrical Systems.

1. Identify controlled circuits in lighting contactors.
2. Identify circuits or luminaires controlled by photoelectric and occupancy sensors at each sensor.

B. Label time switches and contactors with a unique designation.

3.6 FIELD QUALITY CONTROL

A. Tests and Inspections:

1. Operational Test: After installing time switches and sensors, and after electrical circuitry has been energized, start units to confirm proper unit operation.
2. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

B. Nonconforming Work:

1. Lighting control devices will be considered defective if they do not pass tests and inspections.
2. Remove and replace defective units and retest.

END OF SECTION

SECTION 262726 - WIRING DEVICES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. General-use switches, dimmer switches, and fan-speed controller switches.
2. General-grade duplex straight-blade receptacles.
3. Receptacles with arc-fault and ground-fault protective devices.

B. Related Requirements:

1. Section 260010 "Supplemental Requirements for Electrical" for additional abbreviations, definitions, submittals, qualifications, testing agencies, and other Project requirements applicable to Work specified in this Section.
2. Section 260011 "Facility Performance Requirements for Electrical" for seismic-load, wind-load, acoustical, and other field conditions applicable to Work specified in this Section.
3. Section 260923 "Lighting Control Devices" for occupancy sensors, timers, control-voltage switches, and control-voltage dimmers.
4. Section 262726.11 "General-Use Switches, Dimmer Switches, and Fan-Speed Controller Switches" for additional wiring device products.
5. Section 262726.33 "General-Grade Duplex Straight-Blade Receptacles" for additional wiring device products.
6. Section 262726.37 "Receptacles with Arc-Fault and Ground-Fault Protective Devices" for additional wiring device products.

1.2 DEFINITIONS

A. Commercial/Industrial-Use Cord Reel: A cord reel subject to severe use in factories, commercial garages, construction sites, and similar locations requiring a harder service-type cord.

B. UL 1472 Type I Dimmer: Dimmer in which air-gap switch is used to energize preset lighting levels.

PART 2 - PRODUCTS

2.1 GENERAL-USE SWITCHES, DIMMER SWITCHES, AND FAN-SPEED CONTROLLER SWITCHES

A. Toggle Switch :

1. Manufacturers: Subject to compliance with requirements, provide products by the following:

    a. Arrow Hart, Wiring Devices; Eaton, Electrical Sector.
    b. Leviton Manufacturing Co., Inc.
    c. Pass & Seymour; Legrand North America, LLC.
    d. Wiring Device-Kellems; Hubbell Incorporated, Commercial and Industrial.
    e. Insert manufacturer's name.

2. Regulatory Requirements:

    a. Listed and labeled in accordance with NFPA 70, by qualified electrical testing laboratory recognized by authorities having jurisdiction, and marked for intended location and application.

3. General Characteristics:

    a. Reference Standards: UL CCN WMUZ and UL 20.

4. Options:

    a. Device Color: Ivory White Gray Brown Black Red Yellow Orange in accordance with NEMA WD 1 Blue Green Office White Almond Light Almond As indicated on architectural Drawings.
    b. Configuration:

        1) General-duty, 120-277 V, 20 A, single pole.

5. Accessories:

    a. Cover Plate: 0.060 inch thick, high-impact thermoplastic (nylon) with smooth finish and color matching wiring device; from same manufacturer as wiring device.
    b. Securing Screws for Cover Plate: Metal with head color matching wallplate finish.

B. Type I Dimmer Switch:

1. Manufacturers: Subject to compliance with requirements, provide products by the following:

    a. GE Lighting; General Electric Company.
    b. Lutron Electronics Co., Inc.
    c. Pass & Seymour; Legrand North America, LLC.
    d. Wiring Device-Kellems; Hubbell Incorporated, Commercial and Industrial.
    e. Insert manufacturer's name.

2. Options:

a. Device Color: Ivory White Gray Brown Black Red Yellow Orange in accordance with NEMA WD 1 Blue Green Office White Almond Light Almond As indicated on architectural Drawings.
b. Switch Style: Rocker Push button.
c. Dimming Control Style: Slide Rotary.

2.2 GENERAL-GRADE DUPLEX STRAIGHT-BLADE RECEPTACLES

A. Duplex Straight-Blade Receptacle:

1. Manufacturers: Subject to compliance with requirements, provide products by the following:

a. Arrow Hart, Wiring Devices; Eaton, Electrical Sector.
b. Leviton Manufacturing Co., Inc.
c. Pass & Seymour; Legrand North America, LLC.
d. Wiring Device-Kellems; Hubbell Incorporated, Commercial and Industrial.
e. Insert manufacturer's name.

2. Regulatory Requirements:

a. Listed and labeled in accordance with NFPA 70, by qualified electrical testing laboratory recognized by authorities having jurisdiction, and marked for intended location and application.

3. General Characteristics:

a. Reference Standards: UL CCN RTRT and UL 498.

4. Options:

a. Device Color: Ivory White Gray Brown Black Red Yellow Orange in accordance with NEMA WD 1 Blue Green Office White Almond Light Almond As indicated on architectural Drawings.
b. Configuration:

1) General-duty, NEMA 5-20R.

5. Accessories:

a. Cover Plate: 0.060 inch thick, high-impact thermoplastic (nylon) with smooth finish and color matching wiring device; from same manufacturer as wiring device.
b. Securing Screws for Cover Plate: Metal with head color matching wallplate finish.

2.3 RECEPTACLES WITH ARC-FAULT AND GROUND-FAULT PROTECTIVE DEVICES

A. General-Grade Duplex Straight-Blade Receptacle with GFCI Device:

1. Manufacturers: Subject to compliance with requirements, provide products by the following:

a. Arrow Hart, Wiring Devices; Eaton, Electrical Sector.
b. Leviton Manufacturing Co., Inc.
c. Pass & Seymour; Legrand North America, LLC.
d. Wiring Device-Kellems; Hubbell Incorporated, Commercial and Industrial.
e. Insert manufacturer's name.

2. Regulatory Requirements:

a. Listed and labeled in accordance with NFPA 70, by qualified electrical testing laboratory recognized by authorities having jurisdiction, and marked for intended location and application.

3. General Characteristics:

a. Reference Standards: UL CCN AWBZ, UL 498, UL 1699, and UL Subject 1699A.

4. Options:

a. Device Color: Ivory White Gray Brown Black Red Yellow Orange in accordance with NEMA WD 1 Blue Green Office White Almond Light Almond As indicated on architectural Drawings.
b. Configuration: Heavy-duty, NEMA 5-15R NEMA 5-20R.

5. Accessories:

a. Cover Plate: 0.060 inch thick, high-impact thermoplastic (nylon) with smooth finish and color matching wiring device; from same manufacturer as wiring device.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Receptacles:

1. Verify that receptacles to be procured and installed for Owner-furnished equipment are compatible with mating attachment plugs on equipment.

B. Cord Reels:

1. Examine roughing-in for cord reel mounting and power connections to verify actual locations of mounts and power connections before cord reel installation.
2. Examine walls, floors, and ceilings for suitable conditions where cord reel will be installed.
3. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 SELECTION OF CONTROLLED AND UNCONTROLLED RECEPTACLES

A. Private and Open Office Spaces:

1. Uncontrolled Receptacles at Workstations: Coordinate final locations of receptacles with furniture plan such that at least one uncontrolled receptacle is selected for installation not greater than 6 ft from each workstation.
2. Controlled Receptacles at Workstations: Coordinate final locations of receptacles with furniture plan such that at least one controlled receptacle is selected for installation not greater than 6 ft from each workstation.
3. Contact Architect for resolution of discrepancies between these requirements and Drawings.

3.3 SELECTION OF GFCI RECEPTACLES

A. Healthcare Facilities: Unless protection of downstream branch-circuit wiring, cord sets, and power-supply cords is required by NFPA 70 or NFPA 99, provide non-feed-through GFCI receptacles.

3.4 INSTALLATION OF SWITCHES

A. Comply with manufacturer's instructions.

B. Reference Standards:

1. Unless more stringent requirements are specified in Contract Documents or manufacturers' instructions, comply with installation instructions in NECA NEIS 130.
2. Mounting Heights: Unless otherwise indicated in Contract Documents, comply with mounting heights recommended in NECA NEIS 1.
3. Consult Architect for resolution of conflicting requirements.

C. Identification:

1. Identify cover or cover plate for device with panelboard identification and circuit number in accordance with Section 260553 "Identification for Electrical Systems."

    a. Mark cover or cover plate using hot, stamped, or engraved machine printing with black-filled lettering, and provide durable wire markers or tags inside device box or outlet box.

b. Healthcare Facilities: Distinctively identify covers or cover plates of device boxes and outlet boxes that are supplied from life safety and critical branch power supplies following facility's standard practice.

D. Interfaces with Other Work:

1. Coordinate installation of new products for with existing conditions.

3.5 INSTALLATION OF STRAIGHT-BLADE RECEPTACLES

A. Comply with manufacturer's instructions.

B. Reference Standards:

1. Unless more stringent requirements are specified in Contract Documents or manufacturers' instructions, comply with installation instructions in NECA NEIS 130.
2. Mounting Heights: Unless otherwise indicated in Contract Documents, comply with mounting heights recommended in NECA NEIS 1.
3. Receptacle Orientation: Unless otherwise indicated in Contract Documents, orient receptacle to match configuration diagram in NEMA WD 6.

a. Hospital-Grade Receptacle Orientation: Orient receptacle with ground pin or neutral pin at top.

4. Consult Architect for resolution of conflicting requirements.

C. Identification:

1. Identify cover or cover plate for device with panelboard identification and circuit number in accordance with Section 260553 "Identification for Electrical Systems."

a. Mark cover or cover plate using hot, stamped, or engraved machine printing with black-filled lettering, and provide durable wire markers or tags inside device box or outlet box.
b. Healthcare Facilities: Distinctively identify covers or cover plates of device boxes and outlet boxes that are supplied from life safety and critical branch power supplies following facility's standard practice.

D. Interfaces with Other Work:

1. Do not install Type 3 SPD, including surge-protected relocatable taps and power strips, on branch circuit downstream of GFCI device.
2. Coordinate installation of new products with existing conditions.

3.6 FIELD QUALITY CONTROL OF SWITCHES

A. Tests and Inspections:

1. Perform tests and inspections in accordance with manufacturers' instructions.

B. Nonconforming Work:

1. Unit will be considered defective if it does not pass tests and inspections.
2. Remove and replace defective units and retest.

C. Assemble and submit test and inspection reports.

D. Manufacturer Services:

1. Engage factory-authorized service representative to field tests and inspections.

3.7 FIELD QUALITY CONTROL OF STRAIGHT-BLADE RECEPTACLES

A. Tests and Inspections:

1. Insert and remove test plug to verify that device is securely mounted.
2. Verify polarity of hot and neutral pins.
3. Measure line voltage.
4. Measure percent voltage drop.
5. Measure grounding circuit continuity; impedance must be not greater than 2 ohms.
6. Healthcare Facilities: Test straight-blade receptacles in patient care spaces with receptacle pin tension test instrument in accordance with NFPA 99. Retention force of ground pin must be not less than 115 g (4 oz).
7. Perform additional installation and maintenance inspections and diagnostic tests in accordance with NECA NEIS 130 and manufacturers' instructions.

B. Nonconforming Work:

1. Device will be considered defective if it does not pass tests and inspections.
2. Remove and replace defective units and retest.

C. Assemble and submit test and inspection reports.

3.8 SYSTEM STARTUP FOR SWITCHES

A. Perform startup service.

1. Complete installation and startup checks for momentary switches, dimmer switches, and fan-speed controller switches in accordance with manufacturer's instructions.

3.9 PROTECTION

A. Devices:

1. Schedule and sequence installation to minimize risk of contamination of wires and cables, devices, device boxes, outlet boxes, covers, and cover plates by plaster, drywall joint compound, mortar, cement, concrete, dust, paint, and other materials.
2. After installation, protect wires and cables, devices, device boxes, outlet boxes, covers, and cover plates from construction activities. Remove and replace items that are contaminated, defaced, damaged, or otherwise caused to be unfit for use prior to acceptance by Owner.

END OF SECTION

SECTION 262726.33 - GENERAL-GRADE DUPLEX STRAIGHT-BLADE RECEPTACLES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Duplex straight-blade receptacles.

B. Related Requirements:

1. Section 260010 "Supplemental Requirements for Electrical" for additional abbreviations, definitions, submittals, qualifications, testing agencies, and other Project requirements applicable to Work specified in this Section.
2. Section 260011 "Facility Performance Requirements for Electrical" for seismic-load, wind-load, acoustical, and other field conditions applicable to Work specified in this Section.
3. Section 262726.31 "General-Grade Single Straight-Blade Receptacles" for single receptacles.
4. Section 262726.35 "Hospital-Grade Straight-Blade Receptacles" for hospital-grade receptacles.
5. Section 262726.37 "Receptacles with Arc-Fault and Ground-Fault Protective Devices" for AFCI and GFCI receptacles.
6. Section 262726.39 "Locking Receptacles" for twist-locking receptacles.
7. Section 262726.41 "Pin-and-Sleeve Receptacles" for pin-and-sleeve receptacles.

1.2 ACTION SUBMITTALS

A. Product Data:

1. Duplex straight-blade receptacles.

PART 2 - PRODUCTS

2.1 DUPLEX STRAIGHT-BLADE RECEPTACLES

A. Description: General-grade duplex receptacles for use in wiring systems recognized by NFPA 70.

B. Performance Criteria:

1. Regulatory Requirements:

a. Listed and labeled in accordance with NFPA 70, by qualified electrical testing laboratory recognized by authorities having jurisdiction, and marked for intended location and application.

2. General Characteristics:

a. Reference Standards:

1) UL CCN RTRT and UL 498.

C. Duplex Straight-Blade Receptacle:

1. Manufacturers: Subject to compliance with requirements, provide products by the following:

a. Arrow Hart, Wiring Devices; Eaton, Electrical Sector.
b. Leviton Manufacturing Co., Inc.
c. Pass & Seymour; Legrand North America, LLC.
d. Wiring Device-Kellems; Hubbell Incorporated, Commercial and Industrial.
e. Insert manufacturer's name.

2. Options:

a. Device Color: Ivory White Gray Brown Black Red Yellow Orange in accordance with NEMA WD 1 Blue Green Office White Almond Light Almond As indicated on architectural Drawings.
b. Configuration:

1) Heavy-duty, NEMA 5-20R.

3. Accessories:

a. Cover Plate: 0.060 inch thick, high-impact thermoplastic (nylon) with smooth finish and color matching wiring device; from same manufacturer as wiring device.
b. Securing Screws for Cover Plate: Metal with head color matching wallplate finish.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that receptacles to be procured and installed for Owner-furnished equipment are compatible with mating attachment plugs on equipment.

3.2 INSTALLATION

A. Comply with manufacturer's instructions.

B. Reference Standards:

1. Unless more stringent requirements are specified in Contract Documents or manufacturers' instructions, comply with installation instructions in NECA NEIS 130.
2. Mounting Heights: Unless otherwise indicated in Contract Documents, comply with mounting heights recommended in NECA NEIS 1.
3. Receptacle Orientation: Unless otherwise indicated in Contract Documents, orient receptacle to match configuration diagram in NEMA WD 6.
4. Consult Architect for resolution of conflicting requirements.

C. Identification:

1. Identify cover or cover plate for device with panelboard identification and circuit number in accordance with Section 260553 "Identification for Electrical Systems."

    a. Mark cover or cover plate using hot, stamped, or engraved machine printing with black-filled lettering, and provide durable wire markers or tags inside device box or outlet box.

3.3 FIELD QUALITY CONTROL

A. Tests and Inspections:

1. Insert and remove test plug to verify that device is securely mounted.
2. Verify polarity of hot and neutral pins.
3. Measure line voltage.
4. Measure percent voltage drop.
5. Measure grounding circuit continuity; impedance must be not greater than 2 ohms.
6. Perform additional installation and maintenance inspections and diagnostic tests in accordance with NECA NEIS 130 and manufacturers' instructions.

B. Nonconforming Work:

1. Device will be considered defective if it does not pass tests and inspections.
2. Remove and replace defective units and retest.

C. Assemble and submit test and inspection reports.

D. Manufacturer Services:

3.4 PROTECTION

A. Schedule and sequence installation to minimize risk of contamination of wires and cables, devices, device boxes, outlet boxes, covers, and cover plates by plaster, drywall joint compound, mortar, cement, concrete, dust, paint, and other materials.

B. After installation, protect wires and cables, devices, device boxes, outlet boxes, covers, and cover plates from construction activities. Remove and replace items that are contaminated, defaced, damaged, or otherwise caused to be unfit for use prior to acceptance by Owner.

END OF SECTION

SECTION 262726.37 - RECEPTACLES WITH ARC-FAULT AND GROUND-FAULT PROTECTIVE DEVICES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Receptacles with GFCI devices.

B. Related Requirements:

1. Section 260010 "Supplemental Requirements for Electrical" for additional abbreviations, definitions, submittals, qualifications, testing agencies, and other Project requirements applicable to Work specified in this Section.
2. Section 260011 "Facility Performance Requirements for Electrical" for seismic-load, wind-load, acoustical, and other field conditions applicable to Work specified in this Section.
3. Section 262726.33 "General-Grade Duplex Straight-Blade Receptacles" for duplex receptacles that are not hospital grade.

PART 2 - PRODUCTS

2.1 RECEPTACLES WITH GFCI DEVICES

A. Description: Receptacles containing GFCI device for use in accordance with NFPA 70.

B. Performance Criteria:

1. Regulatory Requirements:

a. Listed and labeled in accordance with NFPA 70, by qualified electrical testing laboratory recognized by authorities having jurisdiction, and marked for intended location and application.

2. General Characteristics:

a. Reference Standards: UL CCN KCXS, UL 498, and UL 943.

C. General-Grade Duplex Straight-Blade Receptacle with GFCI Device:

1. Manufacturers: Subject to compliance with requirements, provide products by the following:

a. Arrow Hart, Wiring Devices; Eaton, Electrical Sector.
b. Leviton Manufacturing Co., Inc.
c. Pass & Seymour; Legrand North America, LLC.
d. Wiring Device-Kellems; Hubbell Incorporated, Commercial and Industrial.
e. Insert manufacturer's name.

2. Options:

a. Device Color: Ivory White Gray Brown Black Red Yellow Orange in accordance with NEMA WD 1 Blue Green Office White Almond Light Almond As indicated on architectural Drawings.
b. Configuration: Heavy-duty, NEMA 5-20R.

3. Accessories:

a. Cover Plate: 0.060 inch thick, high-impact thermoplastic (nylon) with smooth finish and color matching wiring device; from same manufacturer as wiring device.
b. Securing Screws for Cover Plate: Metal with head color matching wallplate finish.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that receptacles to be procured and installed for Owner-furnished equipment are compatible with mating attachment plugs on equipment.

3.2 INSTALLATION

A. Comply with manufacturer's instructions.

B. Reference Standards:

1. Unless more stringent requirements are specified in Contract Documents or manufacturers' instructions, comply with installation instructions in NECA NEIS 130.
2. Mounting Heights: Unless otherwise indicated in Contract Documents, comply with mounting heights recommended in NECA NEIS 1.
3. Receptacle Orientation: Unless otherwise indicated in Contract Documents, orient receptacle to match configuration diagram in NEMA WD 6.

a. Hospital-Grade Receptacle Orientation: Orient receptacle with ground pin or neutral pin at top.

4. Consult Architect for resolution of conflicting requirements.

C. Identification:

1. Identify cover or cover plate for device with panelboard identification and circuit number in accordance with Section 260553 "Identification for Electrical Systems."

   a. Mark cover or cover plate using hot, stamped, or engraved machine printing with black-filled lettering, and provide durable wire markers or tags inside device box or outlet box.
   b. Healthcare Facilities: Distinctively identify covers or cover plates of device boxes and outlet boxes that are supplied from life safety and critical branch power supplies following facility's standard practice.

D. Interfaces with Other Work:

1. Do not install Type 3 SPD, including surge-protected relocatable taps and power strips, on branch circuit downstream of GFCI device.
2. Coordinate installation of new products with existing conditions.

3.3 FIELD QUALITY CONTROL

A. Tests and Inspections:

1. Insert and remove test plug to verify that device is securely mounted.
2. Verify polarity of hot and neutral pins.
3. Measure line voltage.
4. Measure percent voltage drop.
5. Measure grounding circuit continuity; impedance must be not greater than 2 ohms.
6. Healthcare Facilities: Test straight-blade receptacles in patient care spaces with receptacle pin tension test instrument in accordance with NFPA 99. Retention force of ground pin must be not less than 115 g (4 oz).
7. Perform additional installation and maintenance inspections and diagnostic tests in accordance with NECA NEIS 130 and manufacturers' instructions.

B. Nonconforming Work:

1. Device will be considered defective if it does not pass tests and inspections.
2. Remove and replace defective units and retest.

C. Assemble and submit test and inspection reports.

D. Manufacturer Services:

3.4 PROTECTION

A. Schedule and sequence installation to minimize risk of contamination of wires and cables, devices, device boxes, outlet boxes, covers, and cover plates by plaster, drywall joint compound, mortar, cement, concrete, dust, paint, and other materials.

B. After installation, protect wires and cables, devices, device boxes, outlet boxes, covers, and cover plates from construction activities. Remove and replace items that are contaminated, defaced, damaged, or otherwise caused to be unfit for use prior to acceptance by Owner.

END OF SECTION

SECTION 262816 - ENCLOSED SWITCHES AND CIRCUIT BREAKERS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Molded-case circuit breakers (MCCBs).

B. Related Requirements:

1. Section 260010 "Supplemental Requirements for Electrical" for additional abbreviations, definitions, submittals, qualifications, testing agencies, and other Project requirements applicable to Work specified in this Section.
2. Section 260011 "Facility Performance Requirements for Electrical" for seismic-load, wind-load, acoustical, and other field conditions applicable to Work specified in this Section.

1.2 DEFINITIONS

A. GFEP: Ground-fault circuit-interrupter for equipment protection.

B. GFLS: Ground-fault circuit-interrupter for life safety.

C. SPDT: Single pole, double throw.

1.3 ACTION SUBMITTALS

A. Product Data:

1. For each type of enclosed switch, circuit breaker, accessory, and component indicated. Include nameplate ratings, dimensioned elevations, sections, weights, and manufacturers' technical data on features, performance, electrical characteristics, ratings, accessories, and finishes.
2. Enclosure types and details for types other than UL 50E, Type 1.
3. Current and voltage ratings.
4. Short-circuit current ratings (interrupting and withstand, as appropriate).
5. Include evidence of qualified electrical testing laboratory listing for series rating of installed devices.
6. Detail features, characteristics, ratings, and factory settings of individual overcurrent protective devices, accessories, and auxiliary components.

7. Include time-current coordination curves (average melt) for each type and rating of overcurrent protective device; include selectable ranges for each type of overcurrent protective device. Provide in [PDF] [and] <Insert calculation program format> electronic format.

B. Shop Drawings: For enclosed switches and circuit breakers.

1. Include plans, elevations, sections, details, and attachments to other work.
2. Include wiring diagrams for power, signal, and control wiring.

C. Field Quality-Control Submittals:

1. Field quality-control reports.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS

A. Source Limitations: Obtain products from single manufacturer.

B. Product Selection for Restricted Space: Drawings indicate maximum dimensions for enclosed switches and circuit breakers, including clearances between enclosures, and adjacent surfaces and other items. Comply with indicated maximum dimensions.

C. Electrical Components, Devices, and Accessories: Listed and labeled in accordance with NFPA 70, by qualified electrical testing laboratory recognized by authorities having jurisdiction, and marked for intended location and application.

2.2 MOLDED-CASE CIRCUIT BREAKERS

A. Manufacturers: Subject to compliance with requirements, provide products by the following:

1. ABB, Electrification Business.
2. Eaton.
3. NOARK Electric North America.
4. Siemens Industry, Inc., Energy Management Division.
5. Square D; Schneider Electric USA.
6. Insert manufacturer's name.

B. Circuit breakers must be constructed using glass-reinforced insulating material. Current carrying components must be completely isolated from handle and accessory mounting area.

C. Circuit breakers must have toggle operating mechanism with common tripping of all poles, which provides quick-make, quick-break contact action. Circuit-breaker handle must be over center, be trip free, and reside in tripped position between on and off to provide local trip indication. Circuit-breaker escutcheon must be clearly marked on and off in addition to providing international I/O markings. Equip circuit breaker with push-to-trip button, located on face of circuit breaker to mechanically operate circuit-breaker tripping mechanism for maintenance and testing purposes.

D. Maximum ampere rating and UL, IEC, or other certification standards with applicable voltage systems and corresponding interrupting ratings must be clearly marked on face of circuit breaker. Circuit breakers must be 100 percent rated series rated 100 percent rated or series rated as indicated on Drawings. Circuit breaker/circuit breaker combinations for series connected interrupting ratings must be listed by UL as recognized component combinations. Series rated combination used must be marked on end-use equipment along with statement "Caution - Series Rated System. _____ Amps Available. Identical Replacement Component Required."

E. MCCBs must be equipped with device for locking in isolated position.

F. Lugs must be suitable for 60 deg C rated wire on 125 A circuit breakers and below 75 deg C rated wire 90 deg C rated wire, sized in accordance with 75 deg C temperature rating in NFPA 70.

G. Standard: Comply with UL 489 with required interrupting capacity for available fault currents.

H. Thermal-Magnetic Circuit Breakers: Inverse time-current thermal element for low-level overloads and instantaneous magnetic trip element for short circuits. Adjustable magnetic trip setting for circuit-breaker frame sizes 250 A and larger.

I. Adjustable, Instantaneous-Trip Circuit Breakers: Magnetic trip element with front-mounted, field-adjustable trip setting.

J. Electronic Trip Circuit Breakers: Field-replaceable rating plug, RMS sensing, with the following field-adjustable settings:

1. Instantaneous trip.
2. Long- and short-time pickup levels.
3. Long- and short-time time adjustments.
4. Ground-fault pickup level, time delay, and I-squared t response.

K. Current-Limiting Circuit Breakers: Frame sizes 400 A and smaller, and let-through ratings less than NEMA FU 1, RK-5.

L. Integrally Fused Circuit Breakers: Thermal-magnetic trip element with integral limiter-style fuse listed for use with circuit breaker and trip activation on fuse opening or on opening of fuse compartment door.

M. GFLS Circuit Breakers: Single- and two-pole configurations with Class A ground-fault protection (6 mA trip).

N. GFEP Circuit Breakers: With Class B ground-fault protection (30 mA trip).

O. Features and Accessories:

1. Standard frame sizes, trip ratings, and number of poles.
2. Application Listing: Appropriate for application; Type SWD for switching fluorescent lighting loads; Type HID for feeding fluorescent and high-intensity discharge lighting circuits.
3. Shunt Trip: Trip coil energized from separate circuit, with coil-clearing contact.
4. Alarm Switch: One NO NC contact that operates only when circuit breaker has tripped.
5. Auxiliary Contacts: One SPDT switch Two SPDT switches with "a" and "b" contacts; "a" contacts mimic circuit-breaker contacts, "b" contacts operate in reverse of circuit-breaker contacts.
6. Lugs: Mechanical Compression type, suitable for number, size, trip ratings, and conductor material.
7. Ground-Fault Protection: Comply with UL 1053; integrally mounted, self-powered remote-mounted and powered type with mechanical ground-fault indicator; relay with adjustable pickup and time-delay settings, push-to-test feature, internal memory, and shunt trip unit; and three-phase, zero-sequence current transformer/sensor.
8. Communication Capability: Circuit-breaker-mounted Universal-mounted Integral Din-rail-mounted communication module with functions and features compatible with power monitoring and control system, specified in Section 260913 "Electrical Power Monitoring and Control."
9. Undervoltage Trip: Set to operate at 35 to 75 percent of rated voltage without intentional time delay.
10. Key Interlock Kit: Externally mounted to prohibit circuit-breaker operation; key must be removable only when circuit breaker is in off position.
11. Zone-Selective Interlocking: Integral with electronic ground-fault trip unit; for interlocking ground-fault protection function.
12. Electrical Operator: Provide remote control for on, off, and reset operations.
13. Accessory Control Power: Integrally mounted, self-powered Remote mounted and powered; 24 V(ac) 120 V(ac) 208 V(ac) 240 V(ac) 12 V(dc) 24 V(dc) 120 V(dc).

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine elements and surfaces to receive enclosed switches and circuit breakers for compliance with installation tolerances and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

1. Commencement of work will indicate Installer's acceptance of areas and conditions as satisfactory.

3.2 SELECTION OF ENCLOSURES

A. Indoor, Dry and Clean Locations: UL 50E, Type 1.

B. Indoor Locations Subject to Dust, Falling Dirt, and Dripping Noncorrosive Liquids: UL 50E, Type 12.

3.3 INSTALLATION

A. Comply with manufacturer's published instructions.

B. Special Techniques:

1. Coordinate layout and installation of switches, circuit breakers, and components with equipment served and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.
2. Install individual wall-mounted switches and circuit breakers with tops at uniform height unless otherwise indicated.
3. Comply with mounting and anchoring requirements specified in Section 260548.16 "Seismic Controls for Electrical Systems."
4. Temporary Lifting Provisions: Remove temporary lifting of eyes, channels, and brackets and temporary blocking of moving parts from enclosures and components.
5. Install fuses in fusible devices.

3.4 IDENTIFICATION

A. Comply with requirements in Section 260553 "Identification for Electrical Systems."

1. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs.
2. Label each enclosure with engraved metal or laminated-plastic nameplate.

3.5 FIELD QUALITY CONTROL

A. Tests and Inspections for Switches:

1. Visual and Mechanical Inspection:

a. Inspect physical and mechanical condition.
b. Inspect anchorage, alignment, grounding, and clearances.
c. Verify that unit is clean.
d. Verify blade alignment, blade penetration, travel stops, and mechanical operation.
e. Verify that fuse sizes and types match the Specifications and Drawings.
f. Verify that each fuse has adequate mechanical support and contact integrity.

g. Inspect bolted electrical connections for high resistance using one of the following methods:

1) Use low-resistance ohmmeter.

a) Compare bolted connection resistance values to values of similar connections. Investigate values that deviate from those of similar bolted connections by more than 50 percent of lowest value.

2) Verify tightness of accessible bolted electrical connections by calibrated torque-wrench method in accordance with manufacturer's published data or NETA ATS Table 100.12.

a) Bolt-torque levels must be in accordance with manufacturer's published data. In absence of manufacturer's published data, use NETA ATS Table 100.12.

h. Verify that operation and sequencing of interlocking systems is as described in the Specifications and shown on Drawings.
i. Verify correct phase barrier installation.
j. Verify lubrication of moving current-carrying parts and moving and sliding surfaces.

2. Electrical Tests:

a. Perform resistance measurements through bolted connections with low-resistance ohmmeter. Compare bolted connection resistance values to values of similar connections. Investigate values that deviate from adjacent poles or similar switches by more than 50 percent of lowest value.
b. Measure contact resistance across each switchblade fuseholder. Drop values may not exceed high level of manufacturer's published data. If manufacturer's published data are not available, investigate values that deviate from adjacent poles or similar switches by more than 50 percent of lowest value.
c. Perform insulation-resistance tests for one minute on each pole, phase-to-phase and phase-to-ground with switch closed, and across each open pole. Apply voltage in accordance with manufacturer's published data. In absence of manufacturer's published data, use Table 100.1 from NETA ATS. Investigate values of insulation resistance less than those published in Table 100.1 or as recommended in manufacturer's published data.
d. Measure fuse resistance. Investigate fuse-resistance values that deviate from each other by more than 15 percent.
e. Perform ground fault test in accordance with NETA ATS Section 7.14 "Ground Fault Protection Systems, Low-Voltage."

B. Tests and Inspections for Molded-Case Circuit Breakers:

1. Visual and Mechanical Inspection:

a. Verify that equipment nameplate data are as described in the Specifications and shown on Drawings.
b. Inspect physical and mechanical condition.
c. Inspect anchorage, alignment, grounding, and clearances.
d. Verify that unit is clean.
e. Operate circuit breaker to ensure smooth operation.
f. Inspect bolted electrical connections for high resistance using one of the following methods:

    1) Use low-resistance ohmmeter.

        a) Compare bolted connection resistance values to values of similar connections. Investigate values that deviate from those of similar bolted connections by more than 50 percent of lowest value.

    2) Verify tightness of accessible bolted electrical connections by calibrated torque-wrench method in accordance with manufacturer's published data or NETA ATS Table 100.12.

        a) Bolt-torque levels must be in accordance with manufacturer's published data. In absence of manufacturer's published data, use NETA ATS Table 100.12.

g. Inspect operating mechanism, contacts, and chutes in unsealed units.
h. Perform adjustments for final protective device settings in accordance with coordination study.

2. Electrical Tests:

    a. Perform resistance measurements through bolted connections with low-resistance ohmmeter. Compare bolted connection resistance values to values of similar connections. Investigate values that deviate from adjacent poles or similar switches by more than 50 percent of lowest value.
    b. Perform insulation-resistance tests for one minute on each pole, phase-to-phase and phase-to-ground with circuit breaker closed, and across each open pole. Apply voltage in accordance with manufacturer's published data. In absence of manufacturer's published data, use Table 100.1 from NETA ATS. Investigate values of insulation resistance less than those published in Table 100.1 or as recommended in manufacturer's published data.
    c. Perform contact/pole resistance test. Drop values may not exceed high level of manufacturer's published data. If manufacturer's published data are not available, investigate values that deviate from adjacent poles or similar switches by more than 50 percent of lowest value.
    d. Perform insulation resistance tests on control wiring with respect to ground. Applied potential must be 500 V(dc) for 300 V rated cable and 1000 V(dc) for 600 V rated cable. Test duration must be one minute. For units with solid state components, follow manufacturer's recommendation. Insulation resistance values may be no less than 2 M Ω.

e. Determine the following by primary current injection:

1) Long-time pickup and delay. Pickup values must be as specified. Trip characteristics may not exceed manufacturer's published time-current characteristic tolerance band, including adjustment factors.
2) Short-time pickup and delay. Short-time pickup values must be as specified. Trip characteristics may not exceed manufacturer's published time-current characteristic tolerance band, including adjustment factors.
3) Ground-fault pickup and time delay. Ground-fault pickup values must be as specified. Trip characteristics may not exceed manufacturer's published time-current characteristic tolerance band, including adjustment factors.
4) Instantaneous pickup. Instantaneous pickup values must be as specified and within manufacturer's published tolerances.

f. Test functionality of trip unit by means of primary current injection. Pickup values and trip characteristics must be as specified and within manufacturer's published tolerances.
g. Perform minimum pickup voltage tests on shunt trip and close coils in accordance with manufacturer's published data. Minimum pickup voltage of shunt trip and close coils must be as indicated by manufacturer.
h. Verify correct operation of auxiliary features such as trip and pickup indicators; zone interlocking; electrical close and trip operation; trip-free, anti-pump function; and trip unit battery condition. Reset trip logs and indicators. Investigate units that do not function as designed.
i. Verify operation of charging mechanism. Investigate units that do not function as designed.

3. Test and adjust controls, remote monitoring, and safeties.

C. Nonconforming Work:

1. Enclosed switches and circuit breakers will be considered defective if they do not pass tests and inspections.
2. Remove and replace defective units and retest.

D. Collect, assemble, and submit test and inspection reports.

1. Test procedures used.
2. Include identification of each enclosed switch and circuit breaker tested and describe test results.
3. List deficiencies detected, remedial action taken, and observations after remedial action.

E. Manufacturer Services:

3.6 ADJUSTING

A. Adjust moving parts and operable components to function smoothly, and lubricate as recommended by manufacturer.

B. Set field-adjustable circuit-breaker trip ranges as specified in Section 260573.16 "Coordination Studies."

3.7 PROTECTION

A. After installation, protect enclosed switches and circuit breakers from construction activities. Remove and replace items that are contaminated, defaced, damaged, or otherwise caused to be unfit for use prior to acceptance by Owner.

3.8 MAINTENANCE

A. Infrared Scanning of Enclosed Switches and Breakers: Two months after Substantial Completion, perform infrared scan of joints and connections. Remove covers so joints and connections are accessible to portable scanner. Take visible light photographs at same locations and orientations as infrared scans for documentation to ensure follow-on scans match same conditions for valid comparison.

1. Instruments and Equipment: Use infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.
2. Follow-up Infrared Scanning: Perform two follow-up infrared scans of enclosed switches and breakers, one at four months and another at 11 months after Substantial Completion.
3. Instrument: Use infrared-scanning device designed to measure temperature or to detect significant deviations from normal values. Provide documentation of device calibration.
4. Report: Prepare certified report that identifies units checked and that describes scanning results. Include notation of deficiencies detected, remedial actions taken, and scanning observations after remedial action.

END OF SECTION

SECTION 265119 - LED INTERIOR LIGHTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Downlight.
2. Materials.
3. Luminaire support.

B. Related Requirements:

1. Section 260923 "Lighting Control Devices" for automatic control of lighting, including time switches, photoelectric relays, occupancy sensors, and multipole lighting relays and contactors.

1.3 DEFINITIONS

A. CCT: Correlated color temperature.

B. CRI: Color Rendering Index.

C. Fixture: See "Luminaire."

D. IP: International Protection or Ingress Protection Rating.

E. LED: Light-emitting diode.

F. Lumen: Measured output of lamp and luminaire, or both.

G. Luminaire: Complete lighting unit, including lamp, reflector, and housing.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Arrange in order of luminaire designation.
2. Include data on features, accessories, and finishes.
3. Include physical description and dimensions of luminaires.
4. Include emergency lighting units, including batteries and chargers.
5. Include life, output (lumens, CCT, and CRI), and energy-efficiency data.
6. Photometric data and adjustment factors based on laboratory tests, complying with IES "Lighting Measurements Testing and Calculation Guides" for each luminaire type. The adjustment factors shall be for lamps and accessories identical to those indicated for the luminaire as applied in this Project, IES LM-79, and IES LM-80.

    a. Manufacturers' Certified Data: Photometric data certified by manufacturer's laboratory with a current accreditation under the National Voluntary Laboratory Accreditation Program for Energy Efficient Lighting Products.
    b. Testing Agency Certified Data: For indicated luminaires, photometric data certified by a qualified independent testing agency. Photometric data for remaining luminaires shall be certified by manufacturer.

B. Shop Drawings: For nonstandard or custom luminaires.

1. Include plans, elevations, sections, and mounting and attachment details.
2. Include details of luminaire assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
3. Include diagrams for power, signal, and control wiring.

C. Product Schedule: For luminaires and lamps. Use same designations indicated on Drawings.

1.5 QUALITY ASSURANCE

A. Luminaire Photometric Data Testing Laboratory Qualifications:

B. Mockups: For interior luminaires in room or module mockups, complete with power and control connections.

PART 2 - PRODUCTS

2.1 DOWNLIGHT.

A. Manufacturers: Subject to compliance with requirements, provide products by the following:

1. Amerlux.
2. Architectural Lighting Works.
3. Cooper Lighting, an Eaton business.
4. Edge Lighting.

5. Edison Price Lighting.
6. Elite Lighting Corporation.
7. Eureka.
8. Focal Point LLC.
9. Gallium Lighting, LLC.
10. GE Lighting Solutions.
11. Juno Lighting Group by Schneider Electric.
12. Lighting Science Group.
13. Lighting Services Inc.
14. Lightolier; a Philips group brand.
15. Lithonia Lighting; Acuity Brands Lighting, Inc.
16. MP Lighting.
17. OSRAM SYLVANIA.
18. Peerless: Acuity Brands Lighting, Inc.
19. Pure Lighting.
20. RAB Lighting.
21. Sea Gull Lighting.
22. Specialty Lighting Industries, Inc.
23. Tech Lighting.
24. Insert manufacturer's name.

B. Nominal Operating Voltage: 277 V ac .

C. Lamp:

1. Minimum 1000 lm.
2. Minimum allowable efficacy of 80 lm/W.
3. CRI of minimum 80. CCT of 4000 K.
4. Rated lamp life of 50,000 hours to L70.
5. Dimmable from 100 percent to zero percent of maximum light output.
6. Internal driver.
7. User-Replaceable Lamps:

    a. Bulb shape complying with ANSI C78.79.
    b. Lamp base complying with ANSI C81.61.

8. Lens Thickness: At least 0.125-inch minimum unless otherwise indicated.

D. Housings:

1. Extruded-aluminum housing and heat sink.
2. Clear Insert color anodized powder-coat painted finish.
3. Universal mounting bracket.
4. Integral junction box with conduit fittings.

E. Doors, Frames, and Other Internal Access: Smooth operating, free of light leakage under operating conditions, and designed to permit relamping without use of tools. Designed to prevent doors, frames, lenses, diffusers, and other components from falling accidentally during relamping and when secured in operating position.

F. Diffusers and Globes:

1. Fixed Adjustable lens.
2. Spot Medium Wide light distribution.
3. Tempered Fresnel glass Prismatic glass Diffuse glass Clear glass Prismatic acrylic Clear, UV-stabilized acrylic.
4. Acrylic Diffusers: One hundred percent virgin acrylic plastic, with high resistance to yellowing and other changes due to aging, exposure to heat, and UV radiation.
5. Glass: Annealed crystal glass unless otherwise indicated.
6. Lens Thickness: At least 0.125-inch minimum unless otherwise indicated.

G. Standards:

1. ENERGY STAR certified.
2. RoHS compliant.
3. UL Listing: Listed for damp location.
4. Recessed luminaires shall comply with NEMA LE 4.

2.2 MATERIALS

A. Metal Parts:

1. Free of burrs and sharp corners and edges.
2. Sheet metal components shall be steel unless otherwise indicated.
3. Form and support to prevent warping and sagging.

B. Steel:

1. ASTM A36/A36M for carbon structural steel.
2. ASTM A568/A568M for sheet steel.

C. Stainless Steel:

1. Manufacturer's standard grade.
2. Manufacturer's standard type, ASTM A240/240M.

D. Galvanized Steel: ASTM A653/A653M.

E. Aluminum: ASTM B209.

2.3 METAL FINISHES

A. Variations in finishes are unacceptable in the same piece. Variations in finishes of adjoining components are acceptable if they are within the range of approved Samples and if they can be and are assembled or installed to minimize contrast.

2.4 LUMINAIRE SUPPORT

A. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for channel and angle iron supports and nonmetallic channel and angle supports.

B. Single-Stem Hangers: 1/2-inch steel tubing with swivel ball fittings and ceiling canopy. Finish same as luminaire.

C. Wires: ASTM A641/A641M, Class 3, soft temper, zinc-coated steel, 12 gage.

D. Rod Hangers: 3/16-inch minimum diameter, cadmium-plated, threaded steel rod.

E. Hook Hangers: Integrated assembly matched to luminaire, line voltage, and equipment with threaded attachment, cord, and locking-type plug.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

B. Examine roughing-in for luminaire to verify actual locations of luminaire and electrical connections before luminaire installation.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Comply with NECA 1.

B. Install luminaires level, plumb, and square with ceilings and walls unless otherwise indicated.

C. Install lamps in each luminaire.

D. Supports:

1. Sized and rated for luminaire weight.
2. Able to maintain luminaire position after cleaning and relamping.
3. Provide support for luminaire without causing deflection of ceiling or wall.
4. Luminaire-mounting devices shall be capable of supporting a horizontal force of 100 percent of luminaire weight and a vertical force of 400 percent of luminaire weight.

E. Flush-Mounted Luminaires:

1. Secured to outlet box.
2. Attached to ceiling structural members at four points equally spaced around circumference of luminaire.
3. Trim ring flush with finished surface.

F. Ceiling-Grid-Mounted Luminaires:

1. Secure to any required outlet box.
2. Secure luminaire to the luminaire opening using approved fasteners in a minimum of four locations, spaced near corners of luminaire.
3. Use approved devices and support components to connect luminaire to ceiling grid and building structure in a minimum of four locations, spaced near corners of luminaire.

G. Comply with requirements in Section 260519 "Low-Voltage Electrical Power Conductors and Cables" for wiring connections.

3.3 IDENTIFICATION

A. Identify system components, wiring, cabling, and terminals. Comply with requirements for identification specified in Section 260553 "Identification for Electrical Systems."

3.4 FIELD QUALITY CONTROL

A. Perform the following tests and inspections:

1. Operational Test: After installing luminaires, switches, and accessories, and after electrical circuitry has been energized, test units to confirm proper operation.
2. Test for Emergency Lighting: Interrupt power supply to demonstrate proper operation. Verify transfer from normal power to battery power and retransfer to normal.

B. Luminaire will be considered defective if it does not pass operation tests and inspections.

C. Prepare test and inspection reports.

END OF SECTION

SECTION 265213 - EMERGENCY AND EXIT LIGHTING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Emergency lighting.
2. Exit signs.
3. Materials.
4. Luminaire support components.

B. Related Requirements:

1. Section 260010 "Supplemental Requirements for Electrical" for additional abbreviations, definitions, submittals, qualifications, testing agencies, and other Project requirements applicable to Work specified in this Section.
2. Section 260011 "Facility Performance Requirements for Electrical" for seismic-load, wind-load, acoustical, and other field conditions applicable to Work specified in this Section.

1.2 DEFINITIONS

A. Correlated Color Temperature (CCT): The absolute temperature, measured in kelvins, of a blackbody whose chromaticity most nearly resembles that of the light source.

B. Color Rendering Index (CRI): Measure of the degree of color shift that objects undergo when illuminated by the light source as compared with the color of those same objects when illuminated by a reference source.

C. Emergency Lighting Unit: A lighting unit with internal or external emergency battery powered supply and the means for controlling and charging the battery and unit operation.

D. Lumen (lm): The SI derived unit of luminous flux equal to the luminous flux emitted within a unit solid angle by a unit point source (1 lm = 1 cd-sr).

1.3 ACTION SUBMITTALS

A. Product Data:

1. For each type of emergency lighting unit, exit sign, and emergency lighting support.

a. Include data on features, accessories, and finishes.
b. Include physical description of unit and dimensions.
c. Battery and charger for light units.
d. Include life, output of luminaire (lumens, CCT, and CRI), and energy-efficiency data.
e. Include photometric data and adjustment factors based on laboratory tests by, or under supervision of, qualified luminaire photometric testing laboratory, for each luminaire type.

B. Shop Drawings:

1. For nonstandard or custom luminaires.

a. Include plans, elevations, sections, and mounting and attachment details.
b. Include details of equipment assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
c. Include diagrams for power, signal, and control wiring.

C. Samples: For each product and for each color and texture specified.

D. Samples for Initial Selection: For each type of luminaire with factory-applied finishes.

E. Samples for Verification: For each type of luminaire.

F. Product Schedule:

1. For emergency lighting units. Use same designations indicated on Drawings.
2. For exit signs. Use same designations indicated on Drawings.

1.4 INFORMATIONAL SUBMITTALS

A. Product Certificates: For each type of luminaire.

B. Product Test Reports: For each luminaire for tests performed by, or under supervision of, qualified luminaire photometric testing laboratory.

C. Sample Warranty: For manufacturer's special warranty.

1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1.6 QUALITY ASSURANCE

A. FM Global Compliance: Luminaires for hazardous locations must be listed and labeled for indicated class and division of hazard by FM Global.

B. Mockups: For interior luminaires in room or module mockups, complete with power and control connections.

1.7 WARRANTY

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS FOR EMERGENCY LIGHTING

A. Electrical Components, Devices, and Accessories: Listed and labeled in accordance with NFPA 70 and UL 924, by qualified electrical testing laboratory recognized by authorities having jurisdiction, and marked for intended location and application.

B. Comply with NFPA 101.

C. Comply with NEMA LE 4 for recessed luminaires.

D. Comply with UL 1598 for fluorescent luminaires.

E. Lamp Base: Comply with ANSI C81.61 or IEC 60061-1.

F. Bulb Shape: Complying with ANSI C79.1.

G. Internal Type Emergency Power Unit: Self-contained, modular, battery-inverter unit, factory mounted within luminaire body and compatible with ballast.

1. Emergency Connection: Operate one lamp(s) continuously at an output of 1100 lumens each upon loss of normal power. Connect unswitched circuit to battery-inverter unit and switched circuit to luminaire ballast.
2. Operation: Relay automatically turns lamp on when power-supply circuit voltage drops to 80 percent of nominal voltage or below. Lamp automatically disconnects from battery when voltage approaches deep-discharge level. When normal voltage is restored, relay disconnects lamps from battery, and battery is automatically recharged and floated on charger.
3. Nightlight Connection: Operate lamp continuously at 40 percent of rated light output.
4. Test Push-Button and Indicator Light: Visible and accessible without opening luminaire or entering ceiling space.

    a. Push Button: Push-to-test type, in unit housing, simulates loss of normal power and demonstrates unit operability.

b. Indicator Light: LED indicates normal power on. Normal glow indicates trickle charge; bright glow indicates charging at end of discharge cycle.

5. Battery: Sealed, maintenance-free, nickel-cadmium lead-acid type.
6. Charger: Fully automatic, solid-state, constant-current type with sealed power transfer relay.
7. Remote Test: Switch in handheld remote device aimed in direction of tested unit initiates coded infrared signal. Signal reception by factory-installed infrared receiver in tested unit triggers simulation of loss of its normal power supply, providing visual confirmation of either proper or failed emergency response.
8. Integral Self-Test: Factory-installed electronic device automatically initiates code-required test of unit emergency operation at required intervals. Test failure is annunciated by an integral audible alarm and a flashing red LED.

H. External Type Emergency Power Unit: Self-contained, modular, battery-inverter unit, suitable for powering one or more lamps, remote mounted from luminaire.

1. Emergency Connection: Operate fluorescent incandescent LED lamp continuously. Connect unswitched circuit to battery-inverter unit and switched circuit to luminaire ballast.
2. Operation: Relay automatically turns lamp on when power-supply circuit voltage drops to 80 percent of nominal voltage or below. Lamp automatically disconnects from battery when voltage approaches deep-discharge level. When normal voltage is restored, relay disconnects lamps from battery, and battery is automatically recharged and floated on charger.
3. Nightlight Connection: Operate lamp in a remote luminaire continuously.
4. Battery: Sealed, maintenance-free, nickel-cadmium lead-acid type.
5. Charger: Fully automatic, solid-state, constant-current type.
6. Housing: Type 1 enclosure listed for installation inside, on top of, or remote from luminaire. Remote assembly must be located no less than half of distance recommended by ballast emergency power unit manufacturer, whichever is less.
7. Test Push Button: Push-to-test type, in unit housing, simulates loss of normal power and demonstrates unit operability.
8. LED Indicator Light: Indicates normal power on. Normal glow indicates trickle charge; bright glow indicates charging at end of discharge cycle.
9. Remote Test: Switch in handheld remote device aimed in direction of tested unit initiates coded infrared signal. Signal reception by factory-installed infrared receiver in tested unit triggers simulation of loss of its normal power supply, providing visual confirmation of either proper or failed emergency response.
10. Integral Self-Test: Factory-installed electronic device automatically initiates code-required test of unit emergency operation at required intervals. Test failure is annunciated by an integral audible alarm and a flashing red LED.

2.2 EMERGENCY LIGHTING

A. General Characteristics: Self-contained units.

B. Emergency Luminaire:

1. Manufacturers: Subject to compliance with requirements, provide products by the following:

    a. Amerlux.
    b. Architectural Lighting Works.
    c. Current Lighting Solutions, LLC (Current, powered by GE).
    d. Dual-Lite.
    e. Eaton (Lighting).
    f. Juno Lighting Group by Schneider Electric.
    g. Lithonia Lighting; Acuity Brands Lighting, Inc.
    h. Signify North America Corporation (formerly Philips Lighting).
    i. Insert manufacturer's name.

2. Options:

    a. Operating at nominal voltage of 277 V(ac) .
    b. Internal emergency power unit.
    c. Rated for installation in damp locations, and for sealed and gasketed luminaires in wet locations.
    d. UL 94 5VA 5VB V-0 V-1 V-2 HB flame rating.

C. Emergency Lighting Unit:

1. Manufacturers: Subject to compliance with requirements, provide products by the following:

    a. Amerlux.
    b. Architectural Lighting Works.
    c. Current Lighting Solutions, LLC (Current, powered by GE).
    d. Dual-Lite.
    e. Eaton (Lighting).
    f. Ruud Lighting Direct.
    g. Insert manufacturer's name.

2. Options:

    a. Operating at nominal voltage of 277 V(ac).
    b. Wall with universal junction box adaptor.
    c. Two Halogen Krypton LED lamp heads.
    d. Internal External emergency power unit.

2.3 EXIT SIGNS

A. General Characteristics: Comply with UL 924; for sign colors, visibility, luminance, and lettering size, comply with authorities having jurisdiction.

B. Internally Lighted Sign:

1. Manufacturers: Subject to compliance with requirements, provide products by the following:

    a. Amerlux.
    b. Eaton (Lighting).
    c. Evenlite, Inc.
    d. Hubbell Incorporated, Lighting.
    e. Lithonia Lighting; Acuity Brands Lighting, Inc.
    f. Ruud Lighting Direct.
    g. Signify North America Corporation (formerly Philips Lighting).
    h. Insert manufacturer's name.

2. Options:

    a. Operating at nominal voltage of 277 V(ac) .
    b. Lamps for AC Operation:

        1) LEDs; 50,000 hours minimum rated lamp life.

    c. Self-Powered Exit Signs (Battery Type): Internal emergency power unit.
    d. Master/Remote Sign Configurations:

        1) Master Unit: Comply with requirements above for self-powered exit signs, and provide additional capacity in LED power supply ballast battery for power connection to remote unit.
        2) Remote Unit: Comply with requirements above for self-powered exit signs, except omit power supply, battery, and test features. Arrange to receive full power requirements from master unit. Connect for testing concurrently with master unit as a unified system.

2.4 MATERIALS

A. Metal Parts:

1. Free of burrs and sharp corners and edges.
2. Sheet metal components must be steel unless otherwise indicated.
3. Form and support to prevent warping and sagging.

B. Doors, Frames, and Other Internal Access:

1. Smooth operating, free of light leakage under operating conditions.
2. Designed to permit relamping without use of tools.
3. Designed to prevent doors, frames, lenses, diffusers, and other components from falling accidentally during relamping and when secured in operating position.

C. Diffusers and Globes:

1. Glass: Annealed crystal glass unless otherwise indicated.

2. Acrylic: 100 percent virgin acrylic plastic, with high resistance to yellowing and other changes due to aging, exposure to heat, and UV radiation.

D. Housings:

1. Extruded aluminum housing and heat sink.

E. Conduit: ERMC EMT FMC, minimum metric designator 21 (trade size 3/4).

2.5 METAL FINISHES

A. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within range of approved Samples and are assembled or installed to minimize contrast.

2.6 LUMINAIRE SUPPORT COMPONENTS

A. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for channel and angle iron supports and nonmetallic channel and angle supports.

B. Support Wires: ASTM A641/A641M, Class 3, soft temper, zinc-coated steel, 0.106 inch.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for conditions affecting performance of luminaires.

B. Examine roughing-in for luminaire to verify actual locations of luminaire and electrical connections before luminaire installation.

C. Examine walls, floors, roofs, and ceilings for suitable conditions where emergency lighting luminaires will be installed.

D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Install luminaires level, plumb, and square with ceilings and walls unless otherwise indicated.

B. Install lamps in each luminaire.

C. Supports:

1. Sized and rated for luminaire and emergency power unit weight.
2. Able to maintain luminaire position when testing emergency power unit.
3. Provide support for luminaire and emergency power unit without causing deflection of ceiling or wall.
4. Luminaire-mounting devices must be capable of supporting a horizontal force of 100 percent of luminaire and emergency power unit weight and vertical force of 400 percent of luminaire weight.

D. Ceiling Grid Mounted Luminaires:

1. Secure to outlet box, if provided.
2. Secure emergency power unit using approved fasteners in a minimum of four locations, spaced near corners of emergency power unit.
3. Use approved devices and support components to connect luminaire to ceiling grid and building structure in a minimum of four locations, spaced near corners of luminaire.

3.3 IDENTIFICATION

A. Identify system components, wiring, cabling, and terminals. Comply with requirements for identification specified in Section 260553 "Identification for Electrical Systems."

3.4 FIELD QUALITY CONTROL

A. Field tests and inspections must be witnessed by Architect Tenant authorities having jurisdiction Insert names or titles of witnesses.

B. Tests and Inspections:

1. Test for Emergency Lighting: Interrupt power supply to demonstrate proper operation. Verify transfer from normal power to battery power and retransfer to normal.

C. Nonconforming Work:

1. Luminaire will be considered defective if it does not pass operation tests and inspections.
2. Remove and replace defective units and retest.

D. Prepare test and inspection reports.

E. Manufacturer Services:

3.5 PROTECTION

A. Remove and replace luminaires and exit signs that are damaged or caused to be unfit for use by construction activities.

END OF SECTION

APPENDIX I

SPECIAL WORKING CONDITIONS

DTMB State Facilities Administration
Security Clearance Request

Contractor Instructions

The purpose of this document is to establish security and supervision requirements for contract personnel requiring access to Department of Technology, Management and Budget (DTMB) facilities.

A DTMB Security Clearance form must be completed before an individual is granted access to a facility. Access approval will be in effect for one year from date of DTMB Facility Services approval or until estimated project completion date (whichever occurs first).

Contract personnel agree to adhere to all DTMB rules and regulations which in DTMB facilities. Access will only be granted for normal business hours. (Monday-Friday, 8:00 a.m.-5:00 p.m. except State holidays). DTMB State Facilities Administration, Facility Services section must clear any exception in advance.

Contract personnel will be required to submit the following to DTMB Facility Services Manager or Regional Manager before entering a DTMB facility:

Procedure for submitting form electronically (preferred and recommended)

1. Complete a *DTMB Security Clearance form* (using Microsoft Excel) and include the following:

- Company name
- Company Contact name and phone number
- Complete name (**last name first**) and date of birth for all employees requiring access.

2. Email completed form to DTMB Facility Manager for an individual building or DTMB Regional Facility Manager for multiple building requests.

Procedure for submitted in person or mail delivery

1. Complete a *DTMB Security Clearance form* (using Microsoft Excel) and include the following:

- Company name

- Company Contact name and phone number

- Complete name (**last name first**) and date of birth for all employees requiring access.

2. Return completed form to DTMB Facility Manager for an individual building or DTMB Regional Facility Manager for multiple building requests.

Note: This request must be received a minimum of 48 hours before entering a DTMB Facility.

DTMB Facility Access Criteria:

1. Present pictured ID.
2. Name must appear on the clearance list.
3. Sign-in and wear a dated visitor's pass *(must be visibly displayed at all times).*
4. Return visitor pass to security desk at days end.

Note: Individuals whose name does not appear on the clearance list are required to be signed in by a member of the DTMB Facility Services staff.

Failure to comply with the above procedure will result in the individual(s) being delayed and may be cause for denying access to DTMB facilities

APPENDIX II

SPECIAL PROJECT PROCEDURES

DEMOLITION/REMODELING PROJECT PROCEDURES

Furnish all equipment, materials, labor, and services necessary to complete all building demolition required in connection with the existing building, in order to permit the installation of new Work. The goal of the Owner is to generate the least amount of waste or debris possible. However, inevitable waste and debris that are generated shall be reused, salvaged, or recycled, and disposal in landfills shall be minimized to the extent economically feasible. The Contractor will be required to prepare waste management plan for the collection, handling, storage, transportation, and disposal of the waste generated at the construction site for the Owner's review and approval. The Contractor will be required to produce waste management progress reports.

1. Locations: Notations are made in various places on the Drawings to call attention to building demolition which is required; however, these Drawings are not intended to show each and every item to be removed. The Contractor and the Subcontractors for the various trades must remove the materials related to their respective trades as required to permit the construction of the new Work as shown.

2. Permits: The Contractor must secure from the appropriate agencies all required permits necessary for proper execution of the work before starting work on the project site. All fees for securing the permits must be paid by the Contractor, including all inspection costs which may be legally assessed by the Bureau of Construction Codes in accordance with the authority granted under the Public Act 1980 PA 371, as amended.

3. Enclosures: Where it is necessary to make alterations to walls, floors or roof of the existing building, the Contractor must provide and maintain dustproof partitions to separate the parts where Work is being done from the adjoining parts occupied by the State Agency. Where any parts are opened and exposed to the elements, the Contractor must provide weather tight enclosures to fully protect the structure and its contents.

4. Waste Management Plan: The management plan must address waste source identification and separation, returns, reuse and salvage, recycling, landfill options, alternatives to landfilling, materials handling procedures and transportation.

5. Preparation: Protect all existing Work that is to remain and restore in an approved manner any such Work that becomes damaged.

   5.1 Rubbish and debris resulting from the Work must be removed immediately from the site by the Contractor. However, any recyclable materials must be recycled; the Contractor will be required to use alternatives to landfills for waste disposal such as reuse or recycle of asphalt, bricks, concrete, masonry, plastics, paint, glass, carpet, metals, wood, drywall, insulation, and any other waste materials to the extent practical.

   5.2 Unless otherwise specified, the Agency will remove existing furniture, drapery tracks, draperies, window blinds, and other equipment items, which might interfere with the new construction.

6. Coordination: Demolition work, in connection with any new unit of Work, must not be commenced until all new materials required for completion of that new item of Work are at hand.

7. Waste Management Plan Progress Reports: Submit an updated report with the payment requests. The progress reports shall include:
   a. The amount of waste sent to a landfill, tipping fees paid and the total disposal cost. Include supporting documents such as manifests, weight tickets, receipts and/or invoices.

   b. Records for each material recycled/reused/salvaged from the project including the amount, date removed from the job site, final destination, transportation cost, recycled materials, and the net cost/ savings.

   c. Breakdown of waste by type generated to date.

   d. Recycling/salvage/landfill rates.

   e. Percent of waste recycled/salvaged to date.

HAZARDOUS MATERIALS PROJECT PROCEDURES

1. The Contractor must use, handle, store, dispose of, process, transport and transfer any material considered a Hazardous Material in accordance with all federal, state, and local Laws. If the Contractor encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the Contractor must immediately stop all affected work, give written notice to the Owner of the conditions encountered, and take appropriate health and safety precautions.

2. This project has been identified by the DTMB-SFA as having a possibility of containing Hazardous Waste materials to be legally removed from the Project job site in order to complete the Work as described in the Proposal And Contract. If removal of friable asbestos material is required, the Contractor must contact the Air Quality Division, Department of Environment, Great Lakes, and Energy, at **(5I7) 284-6773**, for a permit and furnish all training, labor, materials, services, insurance, and equipment necessary to carry out the removal operations of all Hazardous Materials from the Project job site, as identified by the Scope of Work, or encountered on the Project job site, in accordance with State and Federal Hazardous Waste Codes. A Contract Change Order will be written to modify the existing Contract to pay for the additional cost.

3. Environmental Hazards (air, water, land and liquid industrial) are handled by the Waste and Hazardous Materials Division, Michigan Department of Environment, Great Lakes, and Energy (EGLE) in carrying out the requirements of the Federal Environmental Protection Agency (EPA). For general information and/or a copy of the latest regulations and publications call (517) 335-2690.

4. The Michigan Occupational Safety and Health Administration (MIOSHA) provides protection and regulations for the safety and health of workers. The Department of Licensing and Regulatory Affairs provides for the safety of workers. The Department of Health & Human Services provides for the health of workers (517/373-3740) (TDD 517/373-3573).

   4.1 Contractor must post any applicable State and/or Federal government regulations at the job site in a prominent location.

   4.2 Contractor must be responsible for training their workers in safe work practices and in proper removal methods when coming in contact with hazardous chemicals.

5. Applicable Regulations:

   5.1 Natural Resources and Environmental Protection Act – PA 451 of 1994, as amended, including Part 111 – Hazardous Waste Management, Part 121 – Liquid Industrial Waste and Part 147 – PCB compounds.

   5.2 RCRA, 1976 - Resource Conservation and Recovery Act: This federal statute regulates generation, transportation, treatment, storage, or disposal of hazardous wastes nationally.

   5.3 TSCA, 1979 – Toxic Substances Control Act: This statute regulates the generation, transportation, storage, and disposal of industrial chemicals such as PCBs.

6. Definitions: Hazardous substances are ignitable, corrosive, reactive, and/or toxic, based on their chemical characteristics.

   6.1 Under Federal and Michigan Law, a Small Quantity Generator of hazardous waste provides from 220 to less than 2,000 lbs./month or never accumulates 2,200 lbs. or more.

   6.2 A Generator size provider of hazardous waste provides 2,200 lbs. or more/month or accumulates above 2,200 lbs.

7. Disposals: To use an off-site hazardous waste disposal facility, the Contractor must use the Uniform Hazardous Waste Manifest (shipping paper). Small quantities of hazardous waste may not be disposed of in sanitary landfills used for solid waste.

8. Federal, state, and local Laws and regulations may apply to the storage, handling and disposal of Hazardous Materials and wastes at each State Agency. Contact the **Environmental Assistance Center** of the Michigan Department of Environment, Great Lakes, and Energy (EGLE) at **1-800-662-9278**, Fax to: 517-241-0673 or e-mail to: DEQ-EAD-env-assist@michigan.gov for general EGLE information including direct and referral assistance on air, water and wetlands permits; contaminated site clean-ups; underground storage tank removals and remediation; hazardous and solid waste disposal; pollution prevention and recycling; and compliance-related assistance. The Center provides businesses, municipalities, and the general public with a single point of access to EGLE's environmental programs.

ASBESTOS ABATEMENT PROJECT PROCEDURES

Should this Work require the renovation or demolition of a building or structure initially constructed on or prior to 1980, the Contractor will use the attached copy of a Comprehensive Asbestos Building Survey for those portions of the building or structure being impacted and must plan his or her work to minimize disturbance of any known or assumed asbestos containing materials (ACM). In addition, if this building or structure was constructed on or prior to 1980, the Contractor's On-Site Superintendent and all Subcontractor On-Site Superintendents for trades that could potentially disturb known or assumed ACM, must, as a minimum, have and provide documentation of current Asbestos Awareness Training.

If the Comprehensive Asbestos Building Survey identifies known or assumed ACM that will potentially be disturbed as a part of the Contractor's renovation or demolition activities, the Contractor must remove, transport, and dispose of these materials at no additional cost to the Owner and prior to any other work taking place within the immediate vicinity of said material. If required, the Contractor must provide the Owner a minimum of 10 working day notification prior to the start of any asbestos abatement activities with abatement in occupied buildings being completed even if they will be conducted during off hours (nights, weekends, and state holidays).

If the Contractor encounters a suspected ACM that was not previously identified within the Comprehensive Asbestos Building Survey, the Contractor must immediately stop all affected work, give written notice to the Owner of the conditions encountered, and take appropriate health and safety precautions. If, after providing Owner notification, the Contractor is directed to sample and/or remove the suspected ACM in question, a Contract Change Order will be written to modify the existing Contract to pay for the additional cost. Any abatement shall be completed in accordance with the requirements of this Section.

If removal of ACM is required, removal must be completed by a contractor currently licensed to remove asbestos by the State of Michigan, Department of Licensing and Regulatory Affairs (DLARA) Asbestos Program and abatement must be performed in accordance with all federal, state, and local Laws and Regulations. Prior to commencing any asbestos abatement activities, the licensed abatement contractor must submit, as required by Federal, State and Local Laws and Regulations, a "Notification of Intent to Renovate/Demolish" to both the State of Michigan, Department of Environment, Great Lakes, and Energy (EGLE), Air Quality Division and to the DLARA, Asbestos Program, to comply with National Emission Standards for Hazardous Air Pollutants (NESHAP), and the Clean Air Act (CAA). All regulated ACM must be disposed of at an approved Type II (general refuse) landfill and must be in leak-tight wrapping or containers. ACM that is non friable and is not in poor condition or will not become regulated ACM at any time can be disposed of in a Type III (construction debris) landfill.

At the completion of each abatement activity, the Contractor must perform clearance testing in accordance with National Institute for Occupational Safety and Health (NIOSH) 582 "Sampling and Evaluating Airborne Asbestos Dust". All air samples shall indicate concentrations of less than 0.01 fibers/cc for clearance to be met. Clearance testing shall be performed by a third-party Asbestos Consultant. The Asbestos Consultant selected by the Contractor shall be experienced and knowledgeable about the methods for asbestos air sampling and be able to select representative numbers and locations of samples. It is mandatory that the Asbestos Consultant's on-site hygienist performing sampling and analysis have certification that he/she has passed a NIOSH 582 or equivalent course.

The NESHAP asbestos regulations, notification form, guidelines and fact sheets are available on EGLE's web site www.michigan.gov/egle under heading Air; then click on Compliance; then click on Asbestos NESHAP Program. For guidelines on submitting notifications pursuant to the Asbestos Contractors Licensing Act, contact the DLARA, Occupational Health Division, Asbestos Program at (517) 322-1320 or visit DLARA's web site www.michigan.gov/asbestos.

LEAD ABATEMENT PROJECT PROCEDURES

Should this Work require the renovation or demolition of a building or structure, the workers are assumed to be exposed to lead or materials containing lead above acceptable levels until proven otherwise through personal air sampling and analysis. The Contractor shall take all steps necessary to assure that his/her employees, are not exposed to lead at concentrations greater than the Permissible Exposure Limit as per the State of Michigan Department of Licensing and Regulatory Affairs Occupational Health Standards Part 603 “Lead Exposure in Construction”. In addition, the Contractor shall convey this same requirement to all subcontractors that may be under his/her control.

The employer shall comply with the Michigan Lead Abatement Act, as amended, and the Lead Hazard Control rules and must communicate information concerning lead hazards according to the requirements of Michigan Occupational Safety and Health Administration (MIOSHA) Part 603 and the Occupational Safety and Health Administration’s (OSHA's) Hazard Communication Standard for the construction industry, 29 CFR 1926.59, including but not limited to safety equipment (e.g. personal fit-tested and approved respirators and protective clothing), worker rotation (on a short-cycle and regular basis), working practices (e.g. sanding, cutting, grinding, abraded, burning and heat-gun stripping of lead based paint are not allowed), the requirements concerning warning signs and labels, material safety data sheets (MSDS), and employee information and training. Employers shall comply with the requirements of 29 CFR 1926.62(l) - Employee Information and Training.

If lead or materials containing lead will be disturbed as a part of the work to be performed, the Contractor must remove, transport, and dispose of these materials at no additional cost to the Owner and prior to any other work taking place within the immediate vicinity of said material. The Contractor must provide the Owner a minimum 10 working day notification prior to the start of any lead abatement activities with abatement in occupied buildings being completed even if they will be conducted during off hours (nights, weekends, and state holidays). Abatement is defined as an activity specifically designed to permanently remove lead paint, lead-contaminated dust or other lead containing materials, the installation of a permanent enclosure or encapsulation of lead paint or other lead containing materials, the replacement of lead-painted surfaces or fixtures, the removal or covering of lead-contaminated soil, and any preparation, cleanup, disposal, and post-abatement clearance testing associated with these activities. Renovation, remodeling, landscaping, or other activity, that is not designed to permanently eliminate lead paint hazards, but is instead designed to repair, restore, or remodel a structure, or housing unit even though the activity may incidentally result in a reduction or elimination of a lead paint hazard is not considered abatement.

If abatement of lead or materials containing lead is required, abatement must be completed by a qualified Lead Abatement Contractor. In addition, Specifications for the Lead Abatement should be based upon a Lead Inspection/Risk Assessment report. The Lead Inspection/Risk Assessment report and clearance testing upon completion should be performed by a Certified Inspector or Risk Assessor. Lead abatement including clearance testing shall be performed in accordance with the State of Michigan, Lead Abatement Act, Part 54A Lead Abatement and with all other federal, state, and local Laws and Regulations that may apply

For additional information about certifications, guidance, and regulations for lead hazard control activities, visit www.michigan.gov/lead.

APPENDIX III
PREVAILING WAGE RATE SCHEDULES
AND FEDERAL PROVISIONS ADDENDUM

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Ingham

Classification Name	Last Updated
3.1 Power Equip. Operator - Highway & Heavy	**11/01/2025**

Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	$71.46	$94.57	$117.67
Apprentice: Level 1 0 - 6 Months	$57.61	$73.79	$89.97
Apprentice: Level 2 7 -12 Months	$59.93	$77.28	$94.61
Apprentice: Level 3 13 - 18 Months	$62.23	$80.73	$99.21
Apprentice: Level 4 19 - 24 Months	$64.54	$84.19	$103.83
Apprentice: Level 5 25 - 30 Months	$66.85	$87.66	$108.45
Apprentice: Level 6 31 - 36 Months	$69.15	$91.10	$113.05

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Ingham

Classification Name	Last Updated
3.2 Power Equip. Operator - Highway & Heavy	**11/01/2025**

Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	$70.31	$92.84	$115.37
Apprentice: Level 1 0 - 6 Months	$56.81	$72.59	$88.37
Apprentice: Level 2 7 -12 Months	$59.06	$75.97	$92.87
Apprentice: Level 3 13 - 18 Months	$61.31	$79.35	$97.37
Apprentice: Level 4 19 - 24 Months	$63.56	$82.72	$101.87
Apprentice: Level 5 25 - 30 Months	$65.81	$86.09	$106.37
Apprentice: Level 6 31 - 36 Months	$68.06	$89.47	$110.87

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Ingham

Classification Name	Last Updated
3.3 Power Equip. Operator - Highway & Heavy	**11/01/2025**

Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	$63.58	$82.75	$101.91
Apprentice: Level 1 0 - 6 Months	$52.10	$65.53	$78.95
Apprentice: Level 2 7 -12 Months	$54.02	$68.41	$82.79
Apprentice: Level 3 13 - 18 Months	$55.92	$71.26	$86.59
Apprentice: Level 4 19 - 24 Months	$57.84	$74.14	$90.43
Apprentice: Level 5 25 - 30 Months	$59.75	$77.00	$94.25
Apprentice: Level 6 31 - 36 Months	$61.67	$79.89	$98.09

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Ingham

Classification Name	Last Updated
3.4 Power Equip. Operator - Highway & Heavy	**11/01/2025**

Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	$63.02	$81.91	$100.79
Apprentice: Level 1 0 - 6 Months	$51.70	$64.93	$78.15
Apprentice: Level 2 7 -12 Months	$53.59	$67.76	$81.93
Apprentice: Level 3 13 - 18 Months	$55.48	$70.60	$85.71
Apprentice: Level 4	$57.36	$73.42	$89.47
Apprentice: Level 5 25 - 30 Months	$59.25	$76.25	$93.25
Apprentice: Level 6 31 - 36 Months	$61.13	$79.07	$97.01

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Ingham

Classification Name	Last Updated
3.5 Power Equip. Operator - Highway & Heavy	**11/01/2025**

Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	$44.80	$60.98	$77.15
Apprentice: Level 1 0 - 6 Months	$35.09	$46.42	$57.73
Apprentice: Level 2 7 -12 Months	$36.71	$48.84	$60.97
Apprentice: Level 3 13 - 18 Months	$38.33	$51.27	$64.21
Apprentice: Level 4 19 - 24 Months	$39.95	$53.71	$67.45
Apprentice: Level 5 25 - 30 Months	$41.57	$56.13	$70.69
Apprentice: Level 6 31 - 36 Months	$43.18	$58.55	$73.91

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Ingham

Classification Name	Last Updated
4.1 Power Equip. Operator - Commercial	**10/31/2025**

Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	$71.22	$94.21	$117.19
Apprentice: Level 1 0 - 6 Months	$57.43	$73.52	$89.61
Apprentice: Level 2 7 - 12 Months	$59.73	$76.97	$94.21
Apprentice: Level 3 13 - 18 Months	$62.03	$80.42	$98.81
Apprentice: Level 4 19 - 24 Months	$64.32	$83.86	$103.39
Apprentice: Level 5 25 - 30 Months	$66.62	$87.31	$107.99
Apprentice: Level 6 31 - 36 Months	$68.92	$90.76	$112.59

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Ingham

Classification Name	Last Updated
4.2 Power Equip. Operator - Commercial	**10/31/2025**

Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	$70.93	$93.77	$116.61
Apprentice: Level 1 0 - 6 Months	$57.22	$73.21	$89.19
Apprentice: Level 2 7 - 12 Months	$59.51	$76.65	$93.77
Apprentice: Level 3 13 - 18 Months	$61.80	$71.52	$89.80
Apprentice: Level 4 19 - 24 Months	$64.07	$83.48	$102.89
Apprentice: Level 5 25 - 30 Months	$66.36	$86.92	$107.47
Apprentice: Level 6 31 - 36 Months	$68.64	$90.33	$112.03

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Ingham

Classification Name	Last Updated
4.3 Power Equip. Operator - Commercial	**11/01/2025**

Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	$70.11	$92.55	$114.97
Apprentice: Level 1 0 - 6 Months	$56.66	$72.37	$88.07
Apprentice: Level 2 7 - 12 Months	$58.90	$75.73	$92.55
Apprentice: Level 3 13 - 18 Months	$61.14	$79.09	$97.03
Apprentice: Level 4 19 - 24 Months	$63.38	$82.45	$101.51
Apprentice: Level 5 25 -30 Months	$65.63	$85.82	$106.01
Apprentice: Level 6 31 - 36 Months	$67.87	$89.18	$110.49

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Ingham

Classification Name	Last Updated
4.4 Power Equip. Operator - Commercial	**11/01/2025**

Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	$69.25	$91.25	$113.25
Apprentice: Level 1 0 - 6 Months	$56.05	$71.45	$86.85
Apprentice: Level 2 7 - 12 Months	$58.25	$74.75	$91.25
Apprentice: Level 3 13 -18 Months	$60.45	$78.06	$95.65
Apprentice: Level 4 19 - 24 Months	$62.65	$81.35	$100.05
Apprentice: Level 5 25 - 30 Months	$64.85	$84.66	$104.45
Apprentice: Level 6 31 -36 Months	$67.05	$87.96	$108.85

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Ingham

Classification Name			Last Updated
4.5 Power Equip. Operator - Commercial			**11/01/2025**
Wage Rates	**Straight Time**	**Time and a Half**	**Double Time**
Journeyman	$68.28	$89.80	$111.31
Apprentice: Level 1 0 - 6 Months	$55.37	$70.44	$85.49
Apprentice: Level 2 7 -12 Months	$57.53	$73.68	$89.81
Apprentice: Level 3 13 - 18 Months	$61.83	$80.12	$98.41
Apprentice: Level 5 25 - 30 Months	$63.98	$83.35	$102.71
Apprentice: Level 6 31 - 36 Months	$66.13	$86.58	$107.01

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Ingham

Classification Name	Last Updated
4.6 Power Equip. Operator - Commercial	**11/01/2025**

Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	$66.57	$87.24	$107.89
Apprentice: Level 1 0 - 6 Months	$54.17	$68.64	$83.09
Apprentice: Level 2 7 -12 Months	$56.24	$71.74	$87.23
Apprentice: Level 3 13 - 18 Months	$58.30	$74.82	$91.35
Apprentice: Level 4 19 -24 Months	$60.37	$77.93	$95.49
Apprentice: Level 5 25 - 30 Months	$62.44	$81.04	$99.63
Apprentice: Level 6 31 - 36 Months	$64.50	$84.13	$103.75

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Ingham

Classification Name	Last Updated
4.7 Power Equip. Operator - Commercial	**11/01/2025**

Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	$59.26	$67.72	$84.72
Apprentice: Level	$54.15	$68.61	$83.05
Apprentice: Level 1 0 - 6 Months	$49.05	$60.95	$72.85
Apprentice: Level 2 7 -12 Months	$50.76	$63.52	$76.27
Apprentice: Level 3 13 - 18 Months	$52.46	$66.07	$79.67
Apprentice: Level 5 25 - 30 Months	$55.85	$71.16	$86.45
Apprentice: Level 6 31 - 36 Months	$57.55	$73.71	$89.85

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Ingham

Classification Name	Last Updated
4.8 Power Equip. Operator - Commercial	**11/01/2025**

Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	$58.23	$74.72	$91.21
Apprentice: Level 1 0 - 6 Months	$48.34	$59.88	$71.43
Apprentice: Level 2 7 -12 Months	$49.99	$62.37	$74.73
Apprentice: Level 3 13 - 18 Months	$51.63	$64.82	$78.01
Apprentice: Level 4 19 - 24 Months	$53.29	$67.31	$81.33
Apprentice: Level 5 25 - 30 Months	$54.93	$69.78	$84.61
Apprentice: Level 6 25 - 30 Months	$56.59	$72.27	$87.93

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Ingham

Classification Name	Last Updated
5.1 Truck Driver Class	**01/05/2026**

Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	$54.10	$70.52	$86.94

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Ingham

Classification Name	Last Updated
Articulated Hauler	**10/28/2025**

Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	$63.02	$81.91	$100.79
Apprentice: Apprentice Level 1	$51.70	$64.93	$78.15
Apprentice: Apprentice Level 2	$53.59	$67.76	$81.93
Apprentice: Apprentice Level 3	$55.48	$70.60	$85.71
Apprentice: Apprentice Level 4	$57.36	$73.42	$89.47
Apprentice: Apprentice Level 5	$59.25	$76.25	$93.25
Apprentice: Apprentice Level 6	$61.13	$79.07	$97.01

Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Ingham

Classification Name	Last Updated
Asbestos abatement worker or environmental remediation worker	**11/01/2025**

Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	$56.20	$73.24	$90.28
Apprentice: Trainee 600 hours +1 year	$43.12	$55.01	$66.90

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Ingham

Classification Name			Last Updated
Boilermaker			**10/29/2025**
Wage Rates	**Straight Time**	**Time and a Half**	**Double Time**
Journeyman	$79.64	$119.12	$158.58
Apprentice: 1st Period	$58.07	$86.78	$115.44
Apprentice: 2nd Period	$59.89	$89.50	$119.08
Apprentice: 3rd Period	$61.81	$92.24	$122.74
Apprentice: 4th Period	$63.50	$94.91	$126.30
Apprentice: 5th Period	$65.26	$97.54	$129.82
Apprentice: 6th Period	$68.89	$103.00	$137.08
Apprentice: 7th Period	$72.46	$108.36	$144.22
Apprentice: 8th Period	$76.07	$113.77	$151.44

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Ingham

Classification Name	Last Updated
Boom Truck	**10/28/2025**

Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	$70.31	$92.84	$115.37
Apprentice: Apprentice Level 1	$56.81	$72.59	$88.37
Apprentice: Apprentice Level 2	$59.06	$75.97	$92.87
Apprentice: Apprentice Level 3	$61.31	$79.35	$97.37
Apprentice: Apprentice Level 4	$63.56	$82.72	$101.87

Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Ingham

Classification Name	Last Updated
Bricklayer	**10/29/2025**

Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	$62.02	$78.47	$94.91
Apprentice: Apprentice Level 1	$42.58	$52.77	$62.95
Apprentice: Apprentice Level 2	$44.48	$55.62	$66.75
Apprentice: Apprentice Level 3	$46.38	$58.47	$70.55
Apprentice: Apprentice Level 4	$48.29	$61.33	$74.37
Apprentice: Apprentice Level 5	$50.19	$50.19	$50.19
Apprentice: Apprentice Level 6	$52.09	$67.03	$81.97
Apprentice: Apprentice Level 7 & 8	$53.99	$69.88	$85.77

Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Ingham

Classification Name			Last Updated
Carpenters			**02/26/2026**
Wage Rates	**Straight Time**	**Time and a Half**	**Double Time**
Journeyman	$56.30	$74.41	$92.51
Apprentice: Apprentice 1st Year	$46.56	$59.24	$71.91
Apprentice: Apprentice 2nd Year	$48.37	$61.95	$75.53
Apprentice: apprentice 3rd Year	$51.99	$67.38	$82.77
Apprentice: Apprentice 4th Year	$55.61	$72.81	$90.01

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

If the job is delayed due to inclement weather, a make-up day on Friday may
be scheduled by the Employer for completion of the forty (40) hour week. Make-up work scheduled for
Friday shall not be less than eight (8) hours.

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Ingham

Classification Name			Last Updated
Carpet layers (linoleum)			**11/03/2025**
Wage Rates	**Straight Time**	**Time and a Half**	**Double Time**
Journeyman	$53.72	$70.77	$87.81
Apprentice: Level 1	$43.49	$55.42	$67.35
Apprentice: Level 2	$45.20	$57.99	$70.77
Apprentice: Level 3	$48.61	$63.10	$77.59
Apprentice: Level 4	$52.02	$68.22	$84.41

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Ingham

Classification Name			Last Updated
Cement Mason			**10/29/2025**
Wage Rates	**Straight Time**	**Time and a Half**	**Double Time**
Journeyman	$55.92	$71.23	$86.54
Apprentice: Apprentice Level 1	$41.58	$52.92	$64.26
Apprentice: Apprentice Level 2	$43.32	$55.53	$67.74
Apprentice: Apprentice Level 3	$45.05	$58.13	$71.20
Apprentice: Apprentice Level 4	$46.79	$60.74	$74.68
Apprentice: Apprentice Level 5 & 6	$48.52	$63.33	$78.14

Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Ingham

Classification Name	Last Updated
Drywall Taper	**10/31/2025**

Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	$51.67	$68.44	$85.21
Apprentice: Apprentice Level 1	$39.93	$50.83	$61.73
Apprentice: Apprentice Level 2	$43.29	$55.87	$68.45
Apprentice: Apprentice Level 3	$48.32	$63.42	$78.51

Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Ingham

Classification Name			Last Updated
Drywall Taper			**11/01/2025**
Wage Rates	**Straight Time**	**Time and a Half**	**Double Time**
Journeyman	$51.64	$67.18	$82.72
Apprentice: Level 1	$39.21	$48.54	$57.86
Apprentice: Level 2	$45.42	$57.85	$70.28
Apprentice: Level 3	$48.53	$62.52	$76.50

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Ingham

Classification Name	Last Updated
Electrician	**10/31/2025**

Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	$85.79	$115.70	$145.60
Apprentice: Apprentice Level 1	$49.08	$60.64	$72.18
Apprentice: Apprentice Level 2	$55.89	$70.85	$85.80
Apprentice: Apprentice Level 3	$61.86	$79.81	$97.74
Apprentice: Apprentice Level 4	$67.85	$88.79	$109.72
Apprentice: Apprentice Level 5	$73.83	$97.77	$121.68
Apprentice: Apprentice Level 6	$79.81	$106.74	$133.64

Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Additional Jurisdiction Detail: Townships of Onondaga, Leslie, Stockbridge and Bunker Hill ONLY.

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Ingham

Classification Name			Last Updated
Electricians			**10/31/2025**
Wage Rates	**Straight Time**	**Time and a Half**	**Double Time**
Journeyman	$76.37	$100.11	$123.85
Apprentice: Apprentice Level 1	$32.70	$43.72	$54.07
Apprentice: Apprentice Level 2	$35.07	$46.93	$58.80
Apprentice: Apprentice Level 3	$39.74	$52.80	$65.86
Apprentice: Apprentice Level 4	$53.90	$69.34	$84.76
Apprentice: Apprentice Level 5	$56.28	$72.90	$89.51
Apprentice: Apprentice Level 6	$58.64	$76.45	$94.25

Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Additional Jurisdiction Detail: All Locations not specified in Ingham County

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Ingham

Classification Name			Last Updated
Elevator Constructor			**10/29/2025**
Wage Rates	**Straight Time**	**Time and a Half**	**Double Time**
Journeyman	$110.76	$143.49	$176.21
Apprentice: 4th Year	$95.57	$121.75	$147.93

Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Ingham

Classification Name			Last Updated
Elevator Constructors			**11/01/2025**
Wage Rates	**Straight Time**	**Time and a Half**	**Double Time**
Journeyman	$110.76	$143.49	$176.21

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Ingham

Classification Name			Last Updated
Glaziers			**10/31/2025**
Wage Rates	**Straight Time**	**Time and a Half**	**Double Time**
Journeyman	$56.55	$76.37	$96.20
Apprentice: Level 1	$40.70	$52.61	$64.50
Apprentice: Level 2	$44.66	$58.55	$72.42
Apprentice: Level 3	$48.63	$64.50	$80.36
Apprentice: Level 4	$52.59	$70.44	$88.28

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Ingham

Classification Name	Last Updated
Ground Person	**11/01/2025**

Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	$50.85	$72.32	$93.78

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Ingham

Classification Name	Last Updated
Heating and frost Insulators	**11/03/2025**

Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	$63.85	$83.85	$103.85
Apprentice: 1st period	$44.28	$56.28	$68.28
Apprentice: 2nd period	$49.17	$63.17	$77.17
Apprentice: 3rd period	$54.06	$70.06	$86.06
Apprentice: 4th period	$58.96	$76.96	$94.96

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Friday for cancelled work in a 4 10 schedule

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Ingham

Classification Name	Last Updated
Ironworker	**10/31/2025**

Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	$75.42	$93.70	$111.97
Apprentice: Apprentice Level 1	$57.42	$70.40	$83.37
Apprentice: Apprentice Level 2	$59.59	$73.12	$86.64
Apprentice: Apprentice Level 3	$61.54	$75.43	$89.32
Apprentice: Apprentice Level 4	$64.59	$79.40	$94.20
Apprentice: Apprentice Level 5	$67.64	$83.36	$99.07
Apprentice: Apprentice Level 6	$75.42	$93.70	$111.97

Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Ingham

Classification Name	Last Updated
Laborer, Common - Commercial	**11/04/2025**

Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	$46.28	$62.55	$78.81
Apprentice: Apprentice Level 1	$38.15	$45.45	$56.02
Apprentice: Apprentice Level 2	$39.77	$47.57	$58.84
Apprentice: Apprentice Level 3	$41.40	$49.68	$61.66
Apprentice: Apprentice Level 4	$44.65	$53.91	$67.29

Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Ingham

Classification Name	Last Updated
Laborer, Common - Highway & Heavy	**11/05/2025**

Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	$48.27	$62.46	$76.64
Apprentice: Level 1	$41.09	$51.73	$62.37
Apprentice: Level 2	$42.51	$53.86	$65.21
Apprentice: Level 3	$43.92	$55.98	$68.03
Apprentice: Level 4	$46.76	$60.24	$73.71

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Ingham

Classification Name	Last Updated
Laborer, Landscaping	**11/03/2025**

Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	$36.87	$49.23	$61.58
Apprentice: Apprentice Level 1	$30.69	$39.96	$49.22
Apprentice: Apprentice Level 2	$31.93	$41.82	$51.70
Apprentice: Apprentice Level 3	$33.16	$43.66	$54.16
Apprentice: Apprentice Level 4	$35.63	$47.37	$59.10

Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Ingham

Classification Name	Last Updated
Laborer, Skilled - Highway & Heavy	**11/05/2025**

Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	$49.27	$63.96	$78.64
Apprentice: Apprentice Level 1	$41.84	$52.86	$63.87
Apprentice: Apprentice Level 2	$43.31	$55.06	$66.81
Apprentice: Apprentice Level 3	$44.68	$57.16	$69.64
Apprentice: Apprentice Level 4	$47.71	$61.66	$75.61

Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Ingham

Classification Name			Last Updated
Landscaping equipment			**10/28/2025**
Wage Rates	**Straight Time**	**Time and a Half**	**Double Time**
Journeyman	$39.09	$52.56	$66.02

Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Ingham

Classification Name			Last Updated
Lineman			**10/30/2025**
Wage Rates	**Straight Time**	**Time and a Half**	**Double Time**
Journeyman	$76.81	$111.26	$145.70
Apprentice: Level 1 0-1000 hours	$49.26	$69.94	$90.60
Apprentice: Level 2 1001-2000 Hours	$52.71	$75.11	$97.50
Apprentice: Level 3 2001-3000 Hours	$56.15	$80.28	$104.38
Apprentice: Level 4 3001-4000 hours	$59.60	$85.44	$111.28
Apprentice: Level 5 4001-5000 Hours	$63.04	$90.60	$118.16
Apprentice: Level 6 5001-6000 Hours	$66.48	$95.77	$125.04
Apprentice: Level 7	$69.93	$100.94	$131.94

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Ingham

Classification Name	Last Updated
Low Voltage Technician	**02/23/2026**

Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	$58.68	$77.15	$95.62
Apprentice: Level 1	$36.50	$46.66	$56.82
Apprentice: Level 2	$38.96	$50.05	$61.12
Apprentice: Level 3	$41.41	$53.41	$65.43
Apprentice: Level 4	$43.88	$56.81	$69.74
Apprentice: Level 5	$46.37	$60.22	$74.08
Apprentice: Level 6	$48.82	$63.60	$78.38

Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Additional Jurisdiction Detail: All Locations not specified in Ingham County

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Ingham

Classification Name	Last Updated
Low Voltage Technician	**10/30/2025**

Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	$57.92	$78.07	$98.22
Apprentice: Apprentice Level 1	$37.77	$47.85	$57.92
Apprentice: Apprentice Level 2	$41.80	$53.89	$65.98
Apprentice: Apprentice Level 3	$45.83	$59.94	$74.04
Apprentice: Apprentice Level 4	$49.86	$66.00	$82.10
Apprentice: Apprentice Level 5	$53.91	$72.07	$90.20
Apprentice: Apprentice Level 6	$55.92	$75.08	$94.22

Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Additional Jurisdiction Detail: Townships of Onondaga, Leslie, Stockbridge and Bunker Hill ONLY.

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Ingham

Classification Name			Last Updated
Millwright			**11/05/2025**
Wage Rates	**Straight Time**	**Time and a Half**	**Double Time**
Journeyman	$82.65	$126.09	$165.30
Apprentice: Level 1	$60.79	$91.21	$121.58
Apprentice: Level 2	$68.09	$102.15	$136.18
Apprentice: Level 3	$75.36	$113.05	$150.72
Apprentice: Level 4	$79.01	$118.54	$158.02

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Ingham

Classification Name			Last Updated
Off-Road Truck			**10/29/2025**
Wage Rates	**Straight Time**	**Time and a Half**	**Double Time**
Journeyman	$63.02	$81.91	$100.79
Apprentice: Apprentice Level 1	$51.70	$64.93	$78.15
Apprentice: Apprentice Level 2	$53.59	$67.76	$81.93
Apprentice: Apprentice Level 3	$55.48	$70.60	$85.71
Apprentice: Apprentice Level 4	$57.36	$73.42	$89.47
Apprentice: Apprentice Level 5	$59.25	$76.25	$93.25
Apprentice: Apprentice Level 6	$61.13	$79.07	$97.01

Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Ingham

Classification Name			Last Updated
Painter			**10/31/2025**
Wage Rates	**Straight Time**	**Time and a Half**	**Double Time**
Journeyman	$50.90	$67.19	$83.48
Apprentice: Apprentice Level 1	$37.87	$47.65	$57.42
Apprentice: Apprentice Level 2	$41.13	$52.54	$63.94
Apprentice: Apprentice Level 3	$44.38	$57.41	$70.44
Apprentice: Apprentice Level 4	$47.64	$62.30	$76.96

Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Ingham

Classification Name			Last Updated
Painter			**10/31/2025**
Wage Rates	**Straight Time**	**Time and a Half**	**Double Time**
Journeyman	$46.79	$61.17	$75.54
Apprentice: Apprentice Level 1	$35.29	$43.92	$52.54
Apprentice: Apprentice Level 2	$38.17	$48.24	$58.30
Apprentice: Apprentice Level 3	$41.04	$52.54	$64.04
Apprentice: Apprentice Level 4	$43.92	$56.86	$69.80

Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Ingham

Classification Name			Last Updated
Piledriver			**02/26/2026**
Wage Rates	**Straight Time**	**Time and a Half**	**Double Time**
Journeyman	$57.42	$75.53	$93.63
Apprentice: Apprentice 1st Year	$46.56	$59.24	$71.91
Apprentice: Apprentice 2nd Year	$48.37	$61.95	$75.53
Apprentice: Apprentice 3rd Year	$51.99	$67.38	$82.77
Apprentice: Apprentice 4th Year	$55.61	$72.81	$90.01

Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Ingham

Classification Name			Last Updated
Pipefitters—Steamfitters			**11/03/2025**
Wage Rates	**Straight Time**	**Time and a Half**	**Double Time**
Journeyman	$71.77	$107.66	$143.54
Apprentice: Level 1 0 - 6 Months	$46.31	$69.47	$92.62
Apprentice: Level 10 55 - 60 Months	$67.14	$100.71	$134.28
Apprentice: Level 2 7 -12 Months	$48.62	$72.93	$97.24
Apprentice: Level 3 13 - 18 Months	$50.94	$76.41	$101.88
Apprentice: Level 4 19 - 24 Months	$53.25	$79.88	$106.50
Apprentice: Level 5 25 - 30 Months	$55.57	$83.36	$111.14
Apprentice: Level 6 31 - 36 Months	$57.88	$86.82	$115.76
Apprentice: Level 7 37 - 42 Months	$60.20	$90.30	$120.40
Apprentice: Level 8 43 - 48 Months	$62.51	$93.77	$125.02
Apprentice: Level 9 49 - 54 Months	$64.83	$97.25	$129.66

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Ingham

Classification Name			Last Updated
Plasterer			**10/29/2025**
Wage Rates	**Straight Time**	**Time and a Half**	**Double Time**
Journeyman	$58.97	$74.78	$90.58
Apprentice: Apprentice Level 1	$44.44	$56.09	$67.74
Apprentice: Apprentice Level 2	$46.24	$58.79	$71.34
Apprentice: Apprentice Level 3	$48.03	$61.48	$74.92
Apprentice: Apprentice Level 4	$49.83	$64.18	$78.52
Apprentice: Apprentice Level 5 & 6	$51.63	$66.88	$82.12

Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Ingham

Classification Name			Last Updated
Plumbers			**10/31/2025**
Wage Rates	**Straight Time**	**Time and a Half**	**Double Time**
Journeyman	$71.77	$107.66	$143.54
Apprentice: Level 1 6 Months	$46.31	$69.46	$92.62
Apprentice: Level 10 5 years - 5.5 Years	$67.14	$100.71	$134.28
Apprentice: Level 3 1 Year - 1.5 Years	$50.94	$76.41	$101.88
Apprentice: Level 4 1.5 Years - 2 years	$53.25	$79.88	$106.50
Apprentice: Level 5 2 Years- 2.5 Years	$55.57	$83.36	$111.14
Apprentice: Level 6 2.5 Years - 3 Years	$57.88	$86.82	$115.76
Apprentice: Level 6 Months - 1 Year	$48.62	$72.93	$97.24
Apprentice: Level 7 3 Years - 3.5 Years	$60.20	$90.30	$120.40
Apprentice: Level 8 3.5 Years - 4 Years	$62.51	$93.77	$125.02
Apprentice: Level 9 4.5 Years - 5 Years	$64.83	$97.25	$129.66

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Ingham

Classification Name	Last Updated
Roofer/Waterproofer	**10/31/2025**

Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	$54.39	$71.47	$88.54
Apprentice: 3rd Class Apprentice	$42.80	$54.45	$66.10
Apprentice: Apprentice Level 1	$38.80	$48.54	$58.27
Apprentice: Apprentice Level 2	$40.91	$51.65	$62.38
Apprentice: Apprentice Level 3	$42.96	$54.61	$66.26
Apprentice: Apprentice Level 4	$44.93	$57.62	$70.31
Apprentice: Apprentice Level 6	$49.18	$63.89	$78.59

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Saturday is the makeup day and shall be paid at the straight time rate until over forty hours apply

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Ingham

Classification Name			Last Updated
Sheet Metal Worker			**04/16/2026**
Wage Rates	**Straight Time**	**Time and a Half**	**Double Time**
Journeyman	$68.37	$91.40	$114.42
Apprentice: Level 1	$35.72	$47.23	$58.74
Apprentice: Level 2	$43.27	$57.09	$70.90
Apprentice: Level 3	$54.55	$70.66	$86.78
Apprentice: Level 4	$59.16	$77.58	$96.00

Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Ingham

Classification Name			Last Updated
Sheet Metal Workers			**10/31/2025**
Wage Rates	**Straight Time**	**Time and a Half**	**Double Time**
Journeyman	$67.48	$86.53	$105.58
Apprentice: Level 1	$36.88	$48.31	$59.74
Apprentice: Level 2	$38.98	$51.37	$63.75
Apprentice: Level 3	$45.95	$59.29	$72.62
Apprentice: Level 4	$50.14	$65.38	$80.62

Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Ingham

Classification Name			Last Updated
Sprinkler Fitters			**11/03/2025**
Wage Rates	**Straight Time**	**Time and a Half**	**Double Time**
Journeyman	$60.34	$78.45	$96.56
Apprentice: Class 1	$24.57	$32.72	$40.87
Apprentice: Class 10	$52.07	$68.37	$84.67
Apprentice: Class 2	$26.38	$35.43	$44.49
Apprentice: Class 3	$39.14	$49.10	$59.06
Apprentice: Class 4	$40.95	$51.82	$62.68
Apprentice: Class 5	$43.01	$54.78	$66.55
Apprentice: Class 6	$44.82	$57.49	$70.17
Apprentice: Class 7	$46.63	$60.21	$73.79
Apprentice: Class 8	$48.45	$62.94	$77.43
Apprentice: Class 9	$50.26	$65.65	$81.05

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Ingham

Classification Name			Last Updated
Terrazzo Workers			**04/17/2026**
Wage Rates	**Straight Time**	**Time and a Half**	**Double Time**
Journeyman	$56.86	$72.84	$88.81
Apprentice: Level 1	$43.04	$53.11	$63.17
Apprentice: Level 2	$44.96	$55.99	$67.01
Apprentice: Level 3	$46.55	$58.37	$70.19
Apprentice: Level 4	$48.47	$61.25	$74.03
Apprentice: Level 5	$51.98	$66.52	$81.05
Apprentice: Level 6 and 7	$53.90	$69.40	$84.89

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Ingham

Classification Name			Last Updated
Tile Finishers			**04/17/2026**
Wage Rates	**Straight Time**	**Time and a Half**	**Double Time**
Journeyman	$49.30	$62.80	$76.30
Apprentice: Level 1	$40.55	$50.68	$60.80
Apprentice: Level 2	$42.17	$53.11	$64.04
Apprentice: Level 3	$43.79	$55.53	$67.28
Apprentice: Level 4	$45.14	$57.56	$69.98
Apprentice: Level 5	$46.76	$59.99	$73.22

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Ingham

Classification Name			Last Updated
Tile Setters			**04/17/2026**
Wage Rates	**Straight Time**	**Time and a Half**	**Double Time**
Journeyman	$56.36	$72.09	$87.81
Apprentice: Level 1	$42.72	$52.63	$62.53
Apprentice: Level 2	$44.61	$55.46	$66.31
Apprentice: Level 3	$46.18	$57.82	$69.45
Apprentice: Level 4	$48.07	$60.65	$73.23
Apprentice: Level 5	$51.53	$65.84	$80.15
Apprentice: Level 6	$53.42	$68.68	$83.93

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Ingham

Classification Name			Last Updated
Tunnel Miner			**11/03/2025**
Wage Rates	**Straight Time**	**Time and a Half**	**Double Time**
Journeyman	$52.82	$70.02	$87.22
Apprentice: Level 1	$44.22	$57.12	$70.02
Apprentice: Level 2	$45.94	$59.70	$73.46
Apprentice: Level 3	$47.66	$62.28	$76.90
Apprentice: Level 4	$51.10	$61.35	$75.66

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Ingham

Classification Name			Last Updated
Underground and Open Cut Laborer			**01/06/2026**
Wage Rates	**Straight Time**	**Time and a Half**	**Double Time**
Journeyman	$48.76	$63.91	$79.05
Apprentice: Level 1	$41.19	$52.55	$63.91
Apprentice: Level 2	$42.70	$54.82	$66.93
Apprentice: Level 3	$44.22	$57.10	$69.97
Apprentice: Level 4	$47.25	$61.64	$76.03

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes