State of Michigan

Department of Technology, Management and Budget
State Facilities Administration
Design and Construction Division

DCSPEC
Bidding and Contract Document
Minor Projects

File No.: 472/25040.JGH
Corrections – DOC/Richard A. Handlon Correctional Facility (MTU)
Food Service Kosher Kitchen Remodel

April 09,2026

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 at: SIGMA VSS

FILE NUMBER	DEPARTMENT/AGENCY	
472/26040.JGH	Corrections – DOC/Richard A. Handlon Correctional Facility	
CONTRACT TIME(S) 180 days	PROJECT NAME Food Service Kosher Kitchen Remodel	LOCATION 1728 Bluewater Highway - Ionia, MI 48846
BID OPENING DATE June 10th, 2026, at 2:00 pm ET	FOR AN EXAMINATION OF THE SITE CONTACT: **Attend Pre-bid Meeting**	

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 scope of this project is to create a kosher kitchen space out of the existing kitchen storage area. Two new walls will be installed in the corner of the existing kitchen storage room with a single door. The kosher kitchen will house all new equipment required for the kitchen's operation and all required mechanical, electrical and plumbing connections associated with the new equipment. Security electronics associated with this scope is limited to life safety and door access only. The remaining security electronics cameras, mirrors, etc. is not part of the scope of this project.

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: _____

BID SCHEDULE

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

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

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

_____ Dollars $_____

(use words) (in figures)

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 Item Bid Prices:

Alternate Item No.	Bid Quantity	Description	Unit Price	Item Bid Price

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.

Schedule of Unit Prices or Contingent Change Order Prices - The Bidder shall use this "Schedule" to quote unit prices identified in the bid documents or propose other contingent Change Order prices. The proposed Unit Prices or 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 Unit Prices or contingent Change Order prices set forth herein prior to their possible incorporation into the Contract Documents.

Item No.	Bid Quantity	Description	Unit Price	Item Bid Price

DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
State Facilities Administration
Design & Construction Division

Qualified Disabled Veteran (QDV) Business Representation

'Qualified Disabled Veteran,' means a business entity that is 51% or more owned by one or more veterans with a service-connected disability.

'Qualified Disabled,' means a business entity that is 51% or more owned by one or more with a service-connected disability.

The vendor represents that it IS _____, a qualified disabled veteran.

The contractor represents and warrants that the company meets the above (when checked) and has attached supporting documentation per the following:

Each bid requesting the Qualified Disabled Veterans (QDV) preference, in accordance with Public Act 22 of 2010, MCL 18.1241.3 shall include a DD214 Proof of Service and Discharge, a Veterans Administration rating decision letter, proof of disability (if the disability is not indicated on the DD214), and appropriate legal documents setting forth the 51% natural persons QDV ownership.

Fraudulent Certification as a Qualified Disabled Veteran may result in debarment under MCL 18.264.

Certification of a Michigan Based Business

(Information Required Prior to Contract Award for Application of State Reciprocity Provisions)

To qualify as a Michigan Based Business:

Vendor must have, during the 12 months immediately preceding this bid deadline:
or
If the business is newly established, for the period the business has been in existence, it has:

(Check all that apply):

- ☐ Filed a Michigan single business tax return showing a portion, or all the income tax base allocated or apportioned to the State of Michigan pursuant to the Michigan Single Business Tax Act, 1975 PA 228, MCL 208.1 – 208.145: or
- ☐ Filed a Michigan income tax return showing income generated in or attributed to the State of Michigan; or
- ☐ Withheld Michigan income tax from compensation paid to the bidder's owners and remitted the tax to the Department of Treasury; or

I certify that **I have personal knowledge** of such filing or withholding, that it was more than a nominal filing for the purpose of gaining the status of a Michigan business, and that it indicates a significant business presence in the state, considering the size of the business and the nature of its activities.

I authorize the Michigan Department of Treasury to verify that the business has or has not met the criteria for a Michigan business indicated above and to disclose the verifying information to the procuring agency.

Bidder shall also indicate one of the following:

- ☐ Bidder qualifies as a Michigan business (provide zip code: _____)
- ☐ Bidder does not qualify as a Michigan business (provide name of State: _____).
- ☐ Principal place of business is outside the State of Michigan, however service/commodity provided by a location within the State of Michigan (provide zip code: (_____).

Fraudulent Certification as a Michigan business is prohibited by MCL 18.1268 § 268. A BUSINESS THAT PURPOSELY OR WILLFULLY SUBMITS A FALSE CERTIFICATION THAT IT IS A MICHIGAN BUSINESS OR FALSELY INDICATES THE STATE IN WHICH IT HAS ITS PRINCIPAL PLACE OF BUSINESS IS GUILTY OF A FELONY, PUNISHABLE BY A FINE OF NOT LESS THAN $25,000 and subject to debarment under MCL 18.264.

NON-COLLUSION AFFIDAVIT

SUBMISSION REQUIRED WITH ALL BIDS

PROFESSIONAL -

WORK -

FILE No. _____

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: _____

SIGMA VENDOR NUMBER_____

Title: _____

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 ___

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).

(INSTRUCTIONS: Professional to select one of these two statements, then *delete* the not selected statement and instructions.)

☐ **THE SCOPE OF WORK TO BE COVERED UNDER THIS CONTRACT CONTAINS ASBESTOS ABATEMENT AND THIS ATTESTATION MUST BE COMPLETED.**

☐ **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: _____

BID BOND

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

Bid Security **is in the form of a Bid Bond _____ Bid Bond form has been duly executed _____; or**

A Bank Certified or Cashier's check ___ or Money Order ___ is attached to this page ____ (***If Bid Security is by Check or Money Order, the original check or money order must be delivered to the issuing office before Bid Due Time. ALL other SIGMA bid submittals are also still to be made).***

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: _____

County of registration _____

Telephone: _____ FAX: _____

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: _____

County of registration _____

Telephone: _____ FAX _____

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: _____

Telephone: _____ FAX _____

(State of Incorporation): _____

If The Bidder is A Joint Venture: JOINT VENTURE SIGNATURES MUST BE AS PROVIDED IN INSTRUCTIONS TO BIDDERS. EACH JOINT VENTURER SIGNING THE BID MUST 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 _____

POST-BID SUBMITTALS

The PSC will request this submittal after bid opening. Complete and submit these items within two business days after the request.

BIDDER'S EXPERIENCE MODIFICATION RATING (EMR) ___________
Attach letter of explanation if the Bidder does not have an EMR.

PROPOSED PROJECT SUPERINTENDENT ______________________________
Attach brief resume or list of similar successful projects.

LIST OF SIMILAR PROJECTS COMPLETED BY THE BIDDER
Please list at least three completed projects of similar size and complexity to the project being bid, with reference contact information
____

REFERENCE #___

Owner: ____

Project/Contract Name: ____

Location of Project/Contract: ____

Contract Price: ________________________ Project/Contract Started: ____________ Completed: ____________

Owner's Representative (Name and Telephone): ____

____

Scope of Project/Contract: ____

____

REFERENCE #___

Owner: ____

Project/Contract Name: ____

Location of Project/Contract: ____

Contract Price: ________________________ Project/Contract Started: ____________ Completed: ____________

Owner's Representative (Name and Telephone): ____

____

Scope of Project/Contract: ____

____

REFERENCE #___

Owner: ____

Project/Contract Name: ____

Location of Project/Contract: ____

Contract Price: ________________________ Project/Contract Started: ____________ Completed: ____________

Owner's Representative (Name and Telephone): ____

____

Scope of Project/Contract: ____

POST BID SUBMITTALS: LIST OF SUBCONTRACTORS

The Apparent Low Bidder shall nominate for each Division of Specification and/or trade category, the Subcontractor to be awarded Sub-agreements, including the apparent Low Bidder if work is to be self-performed. 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. Nominated subcontractors shall not be removed, replaced, or added to except by written request for good reason, subject to Owner acceptance. 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.

Division, Specification Section and/or Trade	Nominated Subcontractor(s)	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 List of Subcontractors are current, accurate and complete as of the date stated below.

Signed by:_____Name_____ Title _____

on this _____ day of _____, 20_____.

PERFORMANCE BOND

SURETY COMPANY REFERENCE No. _____

That "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 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 Performance Bond must be solely for the protection of the **Owner** and its successors, legal representatives or assigns.

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 General Conditions and this Performance Bond). However, this Performance Bond is executed pursuant to 1963 PA 213, as amended, MCL 129.201 et seq., and if any provision(s) of this Performance Bond is/are illegal, invalid, or unenforceable, all other provisions of this Performance 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 must 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) By:_____

WITNESS _____ Name & Title: _____

Telephone No. _____

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

WITNESS _____ Attorney-in-Fact: _____

Telephone No. _____

Email:. _____

PAYMENT BOND

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 Payment Bond are 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 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 Payment Bond). However, this Payment Bond is executed pursuant to 1963 PA 213, as amended, MCL 129.201 et seq., and if any provision(s) of this Payment Bond is/are illegal, invalid, or unenforceable, all other provisions of this 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 must 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) By:_____

WITNESS _____ Name & Title: _____

Telephone No. _____

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

WITNESS _____ Attorney-in-Fact: _____

Telephone No. _____

Email: _____

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DIVISION 00

BIDDING REQUIREMENTS AND CONTRACT CONDITIONS

SECTION 00010 PRE-BID INFORMATION

1. I**nvitation 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 SIGMA VSS,** for _____ *** _____ until 2:00 p.m., ET, on ___***_____, 20__. 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.

Work Description – The Work, Handlon Kosher Kitchen, DTMB File No. 472/25040.JGH includes, but is not necessarily limited to: The scope of this project is to create a kosher kitchen space out of the existing kitchen storage area. Two new walls will be installed in the corner of the existing kitchen storage room with a single door. The kosher kitchen will house all new equipment required for the kitchen's operation and all required mechanical, electrical and plumbing connections associated with the new equipment. Security electronics associated with this scope is limited to life safety and door access only. The remaining security electronics cameras, mirrors, etc. is not part of the scope of this project.

2. The site is located 1728 Bluewater Hwy, Ionia, MI 48846, as shown on the Drawings.

3. **Bidding Documents** – Sets of Bidding Documents may be obtained at SIGMA VSS.

4. **Bid Security** – Each Bid must enclose a duly executed Bid Security, in the amount of five percent (5%) of the Bidder's Base Bid, paid 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 a bid bond signed by both the Contractor and authorized surety company. *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 pre-bid conference will be held at 1728 Bluewater Hwy, Ionia, MI on May 25th, 2026 at 11:00am ET. A tour of the facility be held on the same day, starting immediately after the meeting. All prospective Bidders are required to attend the tour. 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.

   The purpose of the pre-bid conference and inspection is to answer questions and provide an inspection tour of the Project site at the scheduled time on the day of the meeting. A representative will be available to assist the Contractors.

   FOR CORRECTIONAL FACILITIES ONLY: All contractor/vendor representatives attending a Pre-Bid Walk Through Meeting must submit a Vender/Contractor LEIN Request five business days prior to the meeting date, (LEIN Request For CAJ-1037 attached to Bid posting). Send the LEIN Request form, filled out and signed, by email to SmithD76@michigan.gov & FrostS1@michigan.gov . The email "Subject" must include (Facility Name, Project Name, Date & Time of Pre-Bid Walk Through Meeting).

6. **SIGMA VENDOR NUMBER:** If you are bidding a State job for the first time, visit the State of Michigan SIGMA website, SIGMA VSS, 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 to not discriminate in employment by Contractors, Subcontractors and Suppliers required by Law are contained in Instructions to Bidders and 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 the Contract.
9. **Contact Person** – All requests or inquiries concerning the Bidding Documents, or the Work must be addressed to: Abonmarche Byce @ kzadmin@abonmarche.com. Questions will be accepted until June 6th, 2026, at 2:00pm ET.

10. **Award** – Subject to any agreed extension of the period for holding Bids, Bids must remain valid for acceptance by the Owner for 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 re-bid 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.

11. **Performance and Payment Bonds** – A performance bond and a payment bond are required for all contracts over $50,000.00 for the contract award amount.

END OF SECTION 00010

SECTION 00100 INSTRUCTIONS TO BIDDERS

1. **PREPARATION OF BID:** Execute Bid fully and properly. Bid Summary Form (DTMB -0401D) and Bid Form Attachments must be used and completely filled out for the Bid to be considered responsive and meeting the requirements of the contract solicitation. All Bid prices must be printed or typed in both words and figures.

2. **BID CHECKLIST:** Submit Bid Summary Form with original signatures plus Bid Form Attachments in accordance with the electronic bidding procedures on the SIGMA VSS website.

A complete Bid will consist of the following forms, which are included immediately following the Bid Summary Form:

Bids	**SUBMIT THESE Bid Forms and Bid Form Attachments**
All Bids	☐ **Signed** and completed Bid Summary Form (DTMB-0401D).
	☐ Bid Schedule.
	☐ Qualified Disabled Veteran (QDV) Business Representation.
	☐ Bid Security in the amount of 5% of Base Bid Price.

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

	☐ Signature Authorization or copy of the partnership agreement if signed by all partners.
	☐ Byrd Anti-Lobbying Certification (Only when Federal Provisions Addendum is included)
	☐ Asbestos Abatement Attestation
	☐ Non-Collusion Affidavit
	☐ State Project Registration (SPR) for the Contractor and subcontractors (if applicable pursuant to 2023 PA 10, as amended, MCL 408.1101 et seq.)
	☐ Other Forms
Over $50K	☐ Forms listed under All Bids.
	☐ Payment and Performance Bond (upon issuing the Notice of Award).

Over $100K ☐ Forms listed under All Bids.

☐ Certification of a Michigan Based Business.

☐ Payment and Performance Bond (upon issuing the Notice of Award).

Over $250K ☐ Forms listed under All Bids.

☐ Certification of a Michigan Based Business.

☐ Payment and Performance Bond (upon issuing the Notice of Award).

Apparent Low Bidders ONLY (upon request from the Professional)

☐ Experience Modification Rating (EMR), or a letter stating why the Bidder does not have one.

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

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

☐ A list of nominated sub-contractors, including proposed self-performed categories, for each Division/Trade/etc.

3. **BID SUBMISSION**: **Bids must be submitted electronically through the SIGMA VSS website at SIGMA VSS**.

4. **BID GUARANTEE:** Each proposal must be accompanied by either a bank certified or cashier's check on an open, solvent bank or a bid bond with an authorized surety company (the surety must be listed on the current U.S. Department of the Treasury Circular 570) in the amount of five percent of the base bid payable to the State of Michigan, as a guarantee of good faith. If the successful Bidder fails to furnish satisfactory bonds and insurance within fifteen Calendar Days after Notice of Award, such guarantee must be forfeited to the State as liquidated damages. *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 the Issuing Office.* The bid security, exclusive of bid bonds, of all unsuccessful Bidders will be returned when an award is made or upon substitution of a bid bond. The bid security of the successful Bidder will be returned when the performance bond and labor and material bond are approved.

5. **Left Blank Intentionally**.

6. **MICHIGAN BASED BUSINESS CERTIFICATION**: All Bidders submitting Bids in excess of $100,000.00 must complete the Certification of Michigan Based Business. This information will determine if a Bidder qualifies as a "Michigan" business for purposes of application of reciprocity where applicable.

7. **POST-BID SUBMITTAL: For all projects, the Professional may request a Post-Bid Submittal from the** Apparent Low Bidders. The Apparent Low Bidders must submit to the Professional, within **two** Business Days after receipt of the Professional's request,

   - Experience Modification Rating (EMR), or a letter stating why the Bidder does not have one.
   - Identification of the proposed project superintendent with a resume or list of similar projects managed by that individual.
   - A list of at least three (3) projects completed by the Bidder, within the last three (3) years of similar size and complexity, with contact information for references for each.

   Failure to provide the submittals may disqualify the Bid.

8. **SIGNATURES:** All Bids, notifications, claims, and statements must be signed as follows:

   (a) **Corporations:** Signature of official must be accompanied by a certified copy of the Resolution of the Board of Directors authorizing the individual signing to bind the corporation.
   (b) **Partnerships:** Signature of one partner must be accompanied by a signed copy of the legal document (e.g., Power of Attorney or partnering agreement) authorizing the individual signing to bind all partners. If Bid is signed by all partners, no authorization is required.
   (c) **Individual:** No authorization is needed. Each signature must be witnessed.

9. **BID PRICES:** The Bidder's Base Bid and Alternate Bid prices must include, and payment for completed Work will compensate 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. For each Cash Allowance item, the Bidder must include, within the Bid, all labor costs, construction equipment costs, insurance and Bond premiums and other general conditions costs and Fees (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 Allowance, the Bidder must include, within the Bid, insurance, premiums (not recoverable as labor burden) and Bond premiums required to complete Work that may be ordered under a Provisionary Allowance. 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. **INSPECTION OF BIDDING DOCUMENTS AND SITE CONDITIONS:** The Bidder must carefully review and inspect all documents referenced and made part of this ITB, site conditions, all applicable statutes, regulations, ordinances, and resolutions addressing or relating to the goods and services under this contract. Failure to do so or failure to acquire clarifications and answers to any discovered conflicts, ambiguities, errors, or omissions in the Bidding Documents will be at the Bidder's sole risk.

11. **SAFETY REQUIREMENTS AND LAWS:** The Bidder awarded the Contract must comply with all applicable federal, state, and local Laws including health and safety regulations, environmental protection, permits and licensing.

12. **INTERPRETATIONS AND ALTERATIONS TO THE BID AND BIDDING DOCUMENTS:** 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 the Bid Documents. Requests or inquiries received less than seven Calendar Days before the date of Bid opening will be answered only if (a) the response can be given through an Addendum made available at least seventy-two 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.

    Bidders must not rely upon any oral statements or conversations regarding interpretations, clarifications, corrections, additions, deletions or other revisions or information to the Bidding Documents. Any addition, limitation or provision made with or attached to the Bid may render it non-responsive and/or irregular and be a cause for rejection. The Owner reserves the right to issue a post-Bid Addendum after opening the Bids and set a new date for the receipt and opening of sealed Bids. The Bidder acknowledges that any quantities of Unit Price Work given in this ITB are approximate only and payments will be made only for actual quantities of Unit Price Work completed in accordance with the Contract Documents.

13. **MODIFICATION OF BID:** The entire bid must be resubmitted on the SIGMA VSS website.

14. **BID WITHDRAWAL:** Except for timely filed claims of mathematical or clerical errors granted by the State, no Bid may be withdrawn within sixty Calendar Days after the Bid Opening time and date or before the Bid expiration date without forfeiting Bid security. The request to withdraw a Bid due to error must be submitted in writing along with the supporting documents within two Business Days after the date of Bid Opening. The claim must describe in detail the error(s), include a signed affidavit stating the facts of the alleged error(s) and request that the Bidder be released from its Bid. The review of the claim and its supporting documents by the State is only for the purpose of evaluating the Bidder's request and must not create duty or liability on the State to discover any other Bid error or mistake. The sole liability of any Bid error or mistake rests with Bidder.

15. **OBJECTION TO THE AWARD:** A Bidder may file a written protest with the Director-DCD to object to the Apparent Low Bidder. This objection must be filed within seven Calendar Days after the date of Bid opening and must describe in detail the basis for the protest and request a determination. The Director-DCD will either dismiss or uphold the protest and notify the protestor within ten Calendar Days after receipt of the written protest.

16. **BID IRREGULARITIES:** The following irregularities on any Bid Form or Bid Form Attachment must 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 must be used.
(c) between any sum, computed by the Bidder, and the correct sum, the sum computed by the Bidder must 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 must be used.
(e) between a stipulated Allowance and the amount entered, the Allowance must be used.
(f) any mobilization pay item exceeding the maximum specified must be ignored and the Bid must remain unchanged.
(g) if any Bidder fails or neglects to bid a Unit Price for an item of Unit Price Work but shows an "Bid Price" for that item, the missing unit price must be computed from the respective quantity and the Item 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 must 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, must be used.

17. CERTIFICATION: The bidder certifies to the best of its knowledge and belief that, within the past three (3) years, the bidder, an officer of the bidder, or an owner of a 25% or greater interest in the bidder:

(a) Has not been convicted of a criminal offense incident to the application for or performance of a contract or subcontract with the State of Michigan or any of its agencies, authorities, boards, commissions, or departments.
(b) Has not had a felony conviction in any state (including the State of Michigan).
(c) Has not been convicted of a criminal offense which negatively reflects on the bidder’s business integrity, including but not limited to, embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property, negligent misrepresentation, price-fixing, bid rigging, or a violation of state or federal anti-trust statutes.
(d) Has not had a loss or suspension of a license or the right to do business or practice a profession, the loss or suspension of which indicates dishonesty, a lack of integrity, or a failure or refusal to perform in accordance with the ethical standards of the business or profession in question.
(e) Has not been terminated for cause by the Owner.
(f) Has not failed to pay any federal, state, or local taxes.
(g) Has not failed to comply with all requirements for foreign corporations.
(h) Has not been 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.
(i) Has not been convicted of a criminal offense or other violation of other state or federal law, as determined by a court of competent jurisdiction or an administrative proceeding, that in the opinion of DTMB indicates that the bidder is unable to perform responsibly or which reflects a lack of integrity that could negatively impact or reflect upon the State of Michigan, including but not limited to, any of the following offenses under or violations of:
    1. The Natural Resources and Environmental Protection Act, 1994 PA 451, MCL 324.101 to 324.90106.
    2. A persistent and knowing violation of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
    3. A finding that the bidder failed to pay the wages and/or fringe benefits as required by applicable law.
    4. Repeated or flagrant violations of 1978 PA 390 MCL 408.471 to 408.490 (law relating to payment of wages and fringe benefits).
    5. A willful or persistent violation of the Michigan Occupational Health and Safety Act, 1974, PA 154, MCL 408.10001 to 408.1094, including: a criminal conviction, repeated willful violations that are final orders, repeated violations that are final orders, and failure to abate notices that are final orders.
    6. A violation of federal or state civil rights, equal rights, or non-discrimination laws, rules, or regulations.
    7. 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 278, as amended, MCL 423.321 et seq).
(j) Is not an Iran-Linked Business as defined in MCL 129.312.

A false statement, misrepresentation, or concealment of material facts on this certification may be grounds for rejection of this proposal or termination of the award and may be grounds for debarment.

18. REJECTION OF BID: The Bidder acknowledges the right of the Owner to reject any Bids and to waive any informality, defects or irregularity in any Bid received. In addition, the Bidder recognizes the right of the Owner to reject a Bid if:

(a) the Bid is in any way incomplete or irregular.
(b) the Bidder, Subcontractor or Supplier is not responsible as determined by the Owner.
(c) the Bidder’s performance as a Contractor was unsatisfactory under a prior Contract with the Owner for the construction, repair, modification, or demolition of a facility with the Owner, or under any other Contract, which was funded, directly or indirectly, by the Owner.
(d) there are reasonable grounds for believing that collusion or unlawful agreements exists between any Bidders, that a Bidder is interested in more than one Bid, or that the Bid is not genuine.
(e) the Bid exceeds the funds available.

19. MATERIALS AND EQUIPMENT SUBSTITUTION: Any Bidder wishing to use manufacturers or materials other than those specified must submit a written request to the Professional not later than seven days before due date for Bids. Request must be accompanied by product data to permit evaluation and comparison with specified products or materials. The Person submitting the request will be responsible for its prompt delivery. The Professional and the Owner will examine and evaluate the product data and if found acceptable, an Addendum will be issued and mailed or delivered to each Person who has received a set of Drawings and Specifications. All Addenda issued must be made a part of the Contract requirements. Contractor will be responsible for any extra work and expense incurred to satisfactorily and completely incorporating each substitute product into the Project.

20. MICHIGAN PRODUCTS AND RECYCLED PRODUCTS: All Contractors and Suppliers are encouraged to provide Michigan-made products and/or recycled products and/or green products and/or environmentally friendly products whenever possible where price, quality, and performance are equal to, or superior to, non-Michigan products and the requirements of the Contract Documents. 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.

21. PRE-AWARD PRODUCT SUBMITTALS: If requested, the Apparent Low Bidders must submit a summary of preliminary technical data on each product listed in ***. The Apparent Low Bidders will furnish this summary data to the Professional within forty-eight hours of the Bid Opening. These submittals will be used to evaluate the Bid before the award. Failure to provide the submittals may disqualify the Bid.

22. CONTRACT AND CONTRACT AWARD: The Owner intends to award a Contract to the responsive and responsible best value bidder, except as provided below relative to veteran's preference.

22.1 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, in the order in which they are listed 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.

22.2 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.

22.3 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 Bid Summary, Bid Attachments, Bidder-provided documents, and interview.

22.4 For the purpose of evaluating and determining the low responsive bid, 10% of the lowest responsive 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 QDV bid, less the 10% preference, is less than the lowest responsive bid, then the QDV bid will be declared the official low responsive bid. The original QDV bid amount will be the basis of the contract award.

Example:

Lowest Responsive Bid	$100,000
Lowest Responsive QDV Bid	$109,000
Preference (10% of the Lowest Responsive Bid)	$ 10,000
Lowest Responsive QDV Bid Less Preference	$ 99,000 ($109,000 - $10,000)
Official Low Responsive Bid	**$109,000**

22.5 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 past performance.
- The Bidder's insurance and bonding capacity.

- The Bidder's business integrity.

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).

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

23. CONTRACT TIME; LIQUIDATED DAMAGES: Work of all trades as specified in the Contract Documents must be completed in 180 calendar days from the date of Notice-to-Proceed or by Monday December 7th, 2026, based on Notice-to-Proceed except for minor replacement, correction, or adjustment items which do not interfere with the complete operation and utilization of all parts of the Contract Work. This Contract Time is of the essence and liquidated damages for each Calendar Day that expires after this Substantial Completion of the entire Work must be in the amount of $500. 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.

24. MOBILIZATION: If used in the Specifications/Bid schedule, all the up-front costs incurred by the Contractor must be covered by the mobilization. The costs to establish temporary site offices, to obtain required permits for commencing the Work and for bonds and insurance premiums are examples of costs to the Contractor that are covered by mobilization pay item. This cost must not exceed four percent (4%) of the Base Bid, unless otherwise expressly provided in the Bidding Documents.

25. SOIL EROSION AND SEDIMENTATION CONTROL: All Work under this Contract must meet the storm water management requirements of the Project and comply with the applicable Soil Erosion and Sedimentation Control (SESC) rules and regulations and specific provisions for same within the Contract Documents. SESC measures will be monitored and enforced by the State Facilities Administration, or another authorized enforcing agency if so delegated, through the review of the Contractor's implementation plans and site inspections. State Facilities Administration or the Professional will notify the Contractor in writing of any violation(s) of the applicable SESC statutes and/or the corrective action(s) undertaken by the Owner and may issue stop work orders. State Facilities Administration has the right to assess a fine to the Contractor for noncompliance with the provisions of the Contract Documents and/or SESC regulations applicable to this Work and fines must be in addition to any other remediation costs or liquidated damages applicable to the Project and may exceed the value of the Contract.

26. PREVAILING WAGE: The Bidding Documents include either the attached Appendix V 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).

To the extent 2023 PA 10, as amended, MCL 408.1101 et seq. is applicable, the bid response for a state project must include 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.

END OF SECTION 00100

SECTION 00120 SUPPLEMENTARY INSTRUCTIONS

The provisions of this Section 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.
****

END OF SECTION 00120

SECTION 00200 INFORMATION FOR BIDDERS

1. UNDERGROUND UTILITIES

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

2. PERMITS, APPROVALS, LICENSES AND FEES

2.1 If 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.

2.2 If any permits, approvals, and licenses itemized above have been obtained by the Owner and the fees have been paid, copies of those permits, approvals, licenses, and corresponding fee receipts, are attached to this Section 00200 Information for Bidders.

Except for any permits, approvals, licenses, and fees identified above, the Contractor shall be responsible for all permits, approvals, licenses, and fees applicable to Work.

3. SEQUENCING REQUIREMENTS

Refer to the technical Specifications, including, but not limited to the General Requirements, for information, data, and criteria on sequences of Work restraints, construction, and maintenance of service to existing facilities, which, if provided, must govern the selection of Work sequences. Each Bidder must 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 00200

SECTION 00700 GENERAL CONDITIONS

1. Interpretations: Any requests for clarifications or interpretations of the Contract Documents must be in writing to the Professional, who will issue written clarifications or interpretations as appropriate. If the Contractor believes that such clarification or interpretation justifies an adjustment to the Contract Price/Time, the Contractor must promptly notify the Professional in writing before proceeding with the Work Involved.

1.1 **Standards**: The Contract Documents describe the entire Work. The provisions of the Contract Documents must govern over any standard specifications, manual or code of any technical society, organization, or association but, if lower than the standards set by any Law applicable to the Work or the Project, the higher standards must govern. The Contractor's responsibilities extend to cover Subcontractors and Suppliers if liable as a result of their actions or obligations.

1.2 **Contract Time Computation**: The time to complete the Work must be made in Calendar Days and must include both the first and last day. The first day is established by the Notice-to-Proceed.

1.3 **Technical Specifications and Priority:** The following applies whenever priority is called for in Contract Documents: specifications must govern Drawings; figured dimensions must govern scaled dimensions; detail drawings must govern general drawings; Drawings must govern Submittals.

1.4 **Indemnification:** The Contractor is required to defend, indemnify and hold harmless the Owner and the Professional, their employees, agents, servants, and representatives from and against all claims, suits, demands, actions 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 arising from:

(a) any patent or copyright infringement by the Contractor.
(b) any damage to the premises or adjacent lands, areas, properties, facilities, rights-of-way, and easements, including loss of use to the business and property of others as a result of Contractor's operations.
(c) any bodily injury, sickness, disease or death, or injury to or destruction of property, including loss of use due to or related to the Work and caused in whole or in part by the Contractor or Subcontractor or Supplier's negligence, omissions, or failure to maintain the required insurance and coverage and,
(d) a failure by the Contractor to appropriately handle Hazardous Materials for the Work or the Contractor's operations in compliance with the Owner requirements and/or applicable Laws and regulations.

The indemnification obligations are not affected by the limitation on the amount and types of damages, compensation or benefits payable by or for the Contractor or Subcontractor or Supplier under worker's or workman's compensation acts, disability benefit acts or other employee benefit acts.

1.5 **Contract Documents Ownership:** The State is the owner of the Contract Documents. The Contractor, Subcontractor or Supplier must not reuse any of the documents on any other Project without prior consent of the State and Professional. The Professional will furnish on behalf of the Owner 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**.

2. GENERAL PROVISIONS

2.1 **Owner:** The Project Director and/or Owner Field Representative will represent the Owner. Neither the Project Director nor the Owner Field Representative has the authority to interpret the requirements of the Contract Documents or to authorize any changes in the Work or any adjustment in Contract Price/Time. The State will provide the necessary easements for permanent structure and permanent changes in existing lands, areas, properties, and facilities. However, the Contractor must obtain, at no increase in Contract Price/Time, permits for any other lands, areas, properties, facilities, rights-of-way, and easements required by the Contractor for temporary facilities, storage, disposal of soil or waste material or any other purpose. The Contractor must submit copies of the permits and written agreements to the Owner. The Contractor must engage a registered land surveyor to establish the necessary reference points and/or base lines for construction and must be responsible for protecting them including benchmarks and Project elevations.

2.2 **Professional:** Acting as the Owner's representative during the Contract Time period, the Professional will endeavor to guard the Owner from Defective work and to keep the Owner informed of the progress of the Work. Unless delegated by specific written notice from the Owner, the Professional and the Professional's representatives do not have the authority to authorize any changes in the Work or any adjustment in Contract Price/Time. The On-site Inspections by the Owner Field Representative and/or the Professional do not relieve the Contractor from its obligation to provide the Work in accordance with the Contract Documents or represent acceptance of Defective Work.

2.3 **Contractor:** The Contractor must 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 with a minimum disturbance to or interference to the business operations on site or adjacent properties. The Contractor must assign and maintain a competent full-time **superintendent** on the Work, as its representative, at all times while Work is being done on site and must not be replaced without the Owner's consent. The DTMB Superintendent Designation form must be completed by the Contractor and submitted before beginning any work. The Contractor shall enforce good order among its employees and shall not employ on the work any disorderly, intemperate, or unfit persons, or not skilled in the work assigned to them. The Contractor is solely responsible for his Means and Methods, safety precautions and programs related to safety, the Contractor's failure to execute the Work in accordance with the Contract Documents and any act of omissions by the Contractor, Subcontractor or Supplier. The Contractor must **compare Contract Documents for conflicts**, unworkable or unsafe specified Means and Methods and verify against manufacturer's recommendations for installations and handling and must notify the Professional in writing of the discovery of any such conflicts or errors. The Contractor is required to furnish certifications that lines and grades for all concrete work were checked before and after placing concrete, and that final grades are as required by the Contractor Documents. Wherever required, the Contractor must 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. The Contractor must 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. The Contractor must maintain at the site one copy of safety data sheets (SDS) and one copy of all **as built/Record Documents** in good order and annotated in a neat and legible manner 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.

The Contractor must maintain and furnish promptly to the Owner and the Professional upon their request **daily field reports and photos** recording the on-site labor force and equipment (Contractor and Subcontractors); materials/equipment received; visits by Suppliers; significant in-progress and completed trade Work within major areas; and other pertinent information. The Contractor is obligated to act to prevent threatened damage, death, injury, or loss without any special instruction in **emergencies** and must give the Owner prompt written notice of any changes in Work resulting from the action taken for review and approval.

2.4 **Subcontractors and Suppliers:** The Owner assumes no contractual obligations to anyone other than the Contractor. All trade construction Drawings must be field coordinated before fabrication and/or installation. The Owner reserves the right to reject or revoke, for its convenience, any approved Subcontractor/Supplier. For any projects with asbestos abatement, Contractor must comply with MCL 338.3375(4) and complete the Asbestos Abatement Attestation. Work performed by any Subcontractor or Supplier must be through an appropriate written agreement that:

(a) expressly binds the Subcontractor/Supplier to the requirements of the Contract Documents,
(b) requires such Subcontractor or Supplier to assume toward the Contractor all the obligations that the Contractor assumes toward the Owner and the Professional, and
(c) contains the waiver of rights and dispute resolution provisions.

2.5 **Prevailing Wages and Access to Payroll Records:**

2.5.1 **Prevailing Wages:**

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 V.

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 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 at the end of this section and/or Appendix V.

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 at the end of this section and/or Appendix V.

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

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

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.

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.

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.

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.

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.

2.5.2 **Access to Payroll Records:** The Contractor and its Subcontractors must 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 certified payroll, employment records and all data used in estimating the Contractor's prices for the Bid, Change Order, proposal or claim. The Owner or its representative must have access to those records, must have the right to interview the Contractor's employees and must be provided with appropriate facilities for the purpose of inspection, audit/review and copying for five years after final payment, termination, or date of final resolution of any dispute, litigation, audit exception or appeal. The certified payroll and other employment records of workers assigned to the site must contain the name and address of each worker, correct wage classification, rate of pay, daily and weekly number of hours worked, deduction made, and actual wages paid. The Contractor must maintain records that show: (a) the anticipated costs or actual costs incurred in providing such benefits, (b) that 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.

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

3. Bonds and Insurance:

3.1 Both the Performance Bond and Payment Bond must remain in effect from the date of Contract Award until final completion of the Work or the end of Correction Period, whichever comes later. The surety bonds required for a Construction Contract will not be accepted by SFA unless the surety bonding company is listed in the current United States Government, Department of Treasury's, Listing of approved sureties (bonding/insurance companies), Department Circular 570. Copies of the current Circular listing may be obtained through the internet web site https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570.htm.

Insurers must 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. Insurance must be provided by insurers authorized by the Department of Insurance and Financial Services (DIFS) to do business as an insurer in Michigan. The insurance company and must attach evidence of the authorization. These certificates must specify the Project File No., Project Title, and a description of the Project. The Contractor agrees that insurance coverage afforded under the policies as such coverage relate to the State under this Contract as determined by the Contractor will not be modified or canceled without at least thirty calendar days prior written notice to the State. The latest A.M. Best's Key Ratings Guide and the A.M. Best's Company Reports (which include the A.M. Best's Ratings) are found at: http://www.ambest.com. The Contractor must not perform any part of the Work unless the Contractor has all the required insurance in full force and effect.

3.2 The Contractor is required to provide proof of the minimum levels of insurance coverage as indicated below. The purpose of this coverage must be to protect the State from claims which may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether such services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain pursuant to this Contract. The Contractor also agrees to provide evidence that all applicable insurance policies contain a waiver of subrogation by the insurance company.

All insurance coverages provided relative to this Contract is PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The Insurance must be written for not less than any minimum coverage herein specified or required by law, whichever is greater. All deductible amounts for any of the required policies are subject to approval by the State.

The State reserves the right to reject insurance written by an insurer the State deems unacceptable.

BEFORE THE CONTRACT IS SIGNED BY BOTH PARTIES, THE CONTRACTOR MUST FURNISH TO THE DIRECTOR-DCD CERTIFICATE(S) OF INSURANCE VERIFYING INSURANCE COVERAGE. THE CERTIFICATE MUST BE ON THE STANDARD "ACCORD" FORM. THE CONTRACT NUMBER MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING. All such Certificate(s) are to be prepared by the Insurance Provider and not by the Contractor. All such Certificate(s) must contain a provision indicating that coverages afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without THIRTY days prior written notice, except for 10 days for non-payment of premium, having been given to the Director-DCD Such NOTICE must include the CONTRACT NUMBER affected and be mailed to the Project Director.

The Contractor is required to provide the type and amount of insurance below:

(a) Commercial General Liability Insurance with a limit of not less than $1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it must apply separately to this project.

The Contractor must list the State, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as ADDITIONAL INSUREDS on the Commercial General Liability policy.

(b) Vehicle Liability Insurance for bodily injury and property damage as required by law on any auto including owned, hired, and non-owed vehicles used in the Contractor's business.

The Contractor must list the State, its departments, divisions, agencies, offices, commissions, officers, employers, and agents as ADDITIONAL INSUREDS on the vehicle liability policy.

(c) Worker's disability compensation, disability benefit or other similar employee benefit act with minimum statutory limits.

NOTE:
(i) If coverage is provided by a State fund or if Contractor has qualified as a self-insurer, separate certification must be furnished that coverage is in the state fund or that Contractor has approval to be a self-insurer.
(ii) Any citing of a policy of insurance must include a listing of the States where that policy's coverage is applicable; and
(iii) This provision must not be applicable where prohibited or limited by Michigan law.

(d) Employer's Liability Insurance with the following minimum limits:

$1,000,000 each accident
$1,000,000 each employee by disease
$1,000,000 aggregate disease

3.3 **Liability Insurance:** Liability insurance must be endorsed to list as additional insureds the Professional's consultants and agents. Worker's Compensation, Employer's Liability Insurance and all other liability insurance policies must be endorsed to include a waiver of rights to recover from the Owner, Professional and the other additional insureds. The Contractor's liability insurance must remain in effect through the Correction Period and through any special correction periods. For any employee of the Contractor who is resident of and hired in Michigan, the Contractor must have insurance for benefits payable under Michigan's

Worker's Compensation Law. For any other employee protected by Worker's Compensation Laws of any other state, the Contractor must have insurance or participate in a mandatory state fund, where applicable, to cover the benefits payable to any such employee. These requirements must not be construed to limit the liability of the Contractor or its insurers. The Owner does not represent that the specified coverage or limits of insurance are sufficient to protect the Contractor's interests or liabilities.

3.4 **Builder's Risk Insurance:** 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**.

3.5 The Owner and Contractor intend that the required policies of property insurance must protect all the parties insured and provide primary coverage for all losses and damages caused by the perils covered. Accordingly, to the extent that the insurance company pays claims, the Owner and the Contractor and its Subcontractors/Suppliers waive all rights against each other for any such losses and damages and waive all such rights against the Professional and all other persons named as insureds or additional insureds.

4. Prosecutions; Substantial Completion:

4.1 The Contractor must not start the Work at the site before the first day established by the Notice to Proceed and/or before all insurance is in effect. A pre-construction conference will be held with the Contractor to review its Progress Schedule, qualifications of its key personnel, its proposed access to the site, traffic and parking, procedures for submittal, change orders, etc., and to exchange emergency contact information. The Contractor must use its accepted Progress Schedule when making proposals or claims for adjustment in Contract Time/Price.

4.2 Except in an Emergency, all Work at the site must take place during normal working hours; 6:00 AM to 6:00 PM, during Business Days and in accordance with the special working conditions for the Agency. If the Contract Documents allow work outside the normal hours, the Contractor must provide a written notice to the Owner twenty-four hours before performing such Work and must reimburse the Owner any related increase in the costs incurred by the Owner such as overtime charges of the Professional and payments for custodial and security personnel.

4.3 If, upon inspection and completion of all pre-requisite testing of the Work, the Contractor considers that a portion of the work or all the Work is substantially completed, it must provide a list of items to be corrected or completed to the Owner and the Professional for joint inspection. Within ten Calendar Days of this joint inspection, the Professional will deliver to the Owner and Contractor a list of incomplete/Defective work or a Certificate of Substantial Completion with a Punch List. The certificate must:

(a) fix a reasonable date of Substantial Completion,
(b) fix a date for completion of the Punch List, and
(c) recommend the division of responsibilities between the Owner and Contractor for utilities, security, safety, insurance, maintenance, etc.

Upon issuing the Certificate of Substantial Completion, the Owner will pay for the completed Work subject to (a) withholding of two hundred percent of the value of any uncompleted Work, as determined by the Professional, and (b) any other deductions as the Professional may recommend or may withhold to cover Defective work, liquidated damages and the fair value of any other items entitling the Owner to a withholding. 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. The Contractor must provide all related operating and maintenance (O&M) documentation to the Owner before training if training is required and not later than Substantial Completion otherwise. The Contractor must give the Owner the final O&M documentation (with revisions made after Substantial Completion) before the request for final payment.

4.4 The Owner may decide to use, at its sole option, any functioning portion of the Work and will inform the Contractor in writing of the decision. The portion of Work to be used must be jointly inspected to determine the extent of completion if it has not undergone

the inspection for Substantial Completion. The Professional must prepare a list of items to be corrected/completed and the Owner will allow the Contractor reasonable access to correct/complete the listed items and finish other work.

5. Warranty; Tests, Inspections and Approvals; Corrections of Work:

5.1 **Warranty:** The Contractor must furnish the State with a written guarantee to remedy any defects due to faulty materials or labor which appear in the Work within one year from the date of final acceptance by the State. This 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. Manufacturer warranties for materials and equipment received by the Contractor must be assigned and promptly delivered to the Owner at Substantial Completion. The warranties period starts from the date of the substantial completion and must be in full force and effect for the entire duration of the Correction Period.

Roof Warranty: For roofing systems, the following warranties are required as minimum:

(a) A two-year contractor's warranty against any defects due to faulty materials or labor.
(b) A fifteen-year manufacturer's total system warranty; and
(c) A twenty-year membrane/shingles/tiles warranty.

5.2 **Tests, Inspections and Approvals:** The Owner will perform or retain a professional/agency to perform inspections, tests or approvals for those materials required to meet quality control standards specified in the Contract Documents except for those inspections, tests or approvals specifically designated to the Contractor in the Contract Documents. However, the Contractor must assume full responsibility for any testing, inspection, or approval.

(a) required to meet code requirements, as promulgated by code inspecting authorities.
(b) required by Law.
(c) indicated or required by the Contract Documents as designated to the Contractor.
(d) required for the Professional's acceptance of a Supplier, materials or equipment or mix designs submitted for prior approval by the Contractor; or
(e) Defective work, including an appropriate portion of the Delay and costs occasioned by discovery of Defective work. The Contractor must (a) pay all related costs; (b) schedule related activities; and (c) secure and furnish to the Professional the required certificates of inspection, testing or approval. The Contractor must provide proper and safe access to the site for inspection, testing or approval. The Contractor must provide the Professional a timely notice whenever any Work is ready for inspection, testing or approval. If the Contractor covers any Work without proper approval by the Professional as required by the Contract Documents, the Contractor must, at its own expense, uncover, expose, or otherwise make available, when requested by the Professional or Owner, for testing, inspection, or approval of the covered Work.

5.3 **Correction of Work:** If any testing, inspection, or approval reveals Defective Work and the Work is rejected by the Professional, the Contractor, at its sole expense, must promptly, as directed, correct, or remove the Defective Work from the site and replace it with non-Defective Work within the Correction Period. The Contractor must bear responsibility for its proportionate share of the Delay and costs resulting from the correction and/or removal and replacement of Defective Work. If the Contractor, within reasonable and agreed upon 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, directly or through others, after seven Calendar Days from the date of the written notice to the Contractor, may correct and remedy the Defective Work. To the extent necessary to correct and remedy such Defective Work, the Owner must 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 must allow the Owner and the Professional easy access to the site to correct such Defective Work. The Owner must 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. Such costs may include, but not limited to, 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. If the discovery of the Defective Work takes place after final payment and the Contractor fails to correct and pay the Owner any of these costs, the Owner must demand due performance under the Performance Bond. Until the period of limitation provided by Michigan Law, the Contractor must promptly, and upon receipt of written notice from the Owner, correct Defective Work. In the event of an Emergency or unacceptable risk of loss or damage or if appropriate under the circumstances, the Owner, directly or through others under contract with the Owner, may correct or remove and replace the 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 the Michigan Law.

5.4 **Special Correction Period Requirements:** Whenever the Owner undertakes any portion of the Work because the Contractor's act or omission Delays completion of the Work or it is eligible for Partial Use, the warranties for all materials and equipment incorporated into that portion of the Work must remain in full force and effect between the start of such Partial Use and the date when the Correction Period starts. The Correction Period for any Defective Work that is corrected or rejected and replaced within the last three months of the Correction Period must be extended by an additional six months, starting on the date such Work was made non-Defective.

5.5 **Special Maintenance Requirements:** If the Contract Documents specify that the entire Work, or a portion of the Work, upon reaching Substantial Completion, must not be placed in use by the Owner, the Contractor must maintain the Work, or specified part of the Work, in good order and proper working condition and must 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. If no separate price for such special maintenance period was requested and made part of the Contract Documents, the Owner will amend the Contract Documents to appropriately increase the Contract Price.

6. Changes:

6.1 **Changes in the Work:** The Owner may, at any time, without notice to sureties, make any changes bilaterally or unilaterally, by a written Change Order, in the Work within the general scope of the Contract, including but not limited to changes in the Specifications, materials, or Contract Time. In a bilateral change order, the Owner may direct the Professional to prepare a Bulletin describing the change being considered. Upon receiving the Bulletin, the Contractor establishes the cost and returns it to the Professional for review within 15 calendar days. The Contractor's proposal must be irrevocable for 60 Calendar Days after it is submitted to the Professional. If the Professional recommends acceptance of the Bulletin and the Owner agrees with the changes, the Owner issues a written bilateral Contract Change Order to amend the Contract Documents. However, the Owner may issue a unilateral Change Order if the Owner and Contractor are unable to agree on the adjustment in Contract Price or Time. If the Contractor disagrees with such unilateral Contract Change Order, the Contractor must complete the Work and may deliver notice of a claim in accordance with the claim submittal process. 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.

6.2 Differing Site Condition: The Owner does not warrant that any technical data, including the Project reference points, provided by the Owner is necessarily sufficient and complete for the purpose 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. If different or unknown site conditions are discovered, the Contractor must notify the Owner in writing before the conditions are disturbed or before proceeding with the affected Work. Upon review, if the Owner decides to agree with the differing site conditions, with the Professional's advice, the Owner may issue a written Contract Change Order to amend the Contract Price or Time through the Bulletin authorization process. If the Owner decides to disagree with the Contractor and the Contractor disagrees with the Owner's decision, the Contractor must complete the Work and may deliver notice of a claim in accordance with the claim submittal process. No proposal or claim by the Contractor due to differing site conditions will 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 the initial notice shall be delivered to the Professional and Owner within 15 days of the notice, unless otherwise agreed in writing, by the Owner prior to expiration of such time.

6.3 Responsibilities for Underground Utilities: The Contractor must comply with the 2013 PA 174, as amended, MCL 460.721 et seq., and all other Laws concerning Underground Utilities. Before performing site Work, all Underground Utilities, lines, and cables (public and private) must be located and marked. The Contractor must notify MISS DIG to locate and mark utilities on properties that are not State properties. In addition, the Contractor must be responsible for immediately notifying the Owner of any contact with or damage to Underground Utilities, and for the safety, protection of and repairing any damage done to any Work, surface, and subsurface facilities. If the Contractor encounters Underground Utilities that inaccurately located by the Contract Documents or not previously located/marked, which could not be reasonably have been seen, the Owner may issue a written Contract Change Order to amend the Contract Price or Time through the Bulletin authorization process.

6.4 Hazardous Material Conditions: If the Contractor encounters material reasonably believed to be Hazardous Material, which was not described in the Drawings and/or Specifications and was not generated or brought to the site by the Contractor, 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 in accordance with all federal, state, and local laws. Upon receipt of the notice, the Owner will investigate the conditions and (a) may stop the Work and terminate the affected Work or the Contract for convenience; (b) may contract others to have the Hazardous Material removed or rendered harmless or (c) issue a written Contract Change

Order to amend the Contract Price/Time through the Bulletin authorization process. If the Hazardous Material is brought to site by the Contractor or as a result in whole or in part from any of its violation of any Law covering the use, handling, storage, disposal of, processing, transport and transfer or from any other act or omission within its control, the Contractor is responsible for the Delay and costs to clean up the site, remove and render harmless the Hazardous Material to the satisfaction of the Owner, State and all Political Subdivisions with jurisdiction.

6.5 Incidents with Archaeological Features: The Contractor must immediately notify the Owner in writing of any Archeological Feature deposits encountered at the site and must protect the deposits in a satisfactory manner. If the Contractor encounters such features, which result in an anticipated change to the Contract Price/Time, the Owner may issue a written Contract Change Order through the Bulletin authorization process.

6.6 Unit Price Work: Quantities as listed have been carefully estimated but are not guaranteed. The Owner reserves the right to increase or decrease the quantities of the Work to be performed at the Unit Price by amounts up to 20 percent of the listed estimated quantities. For Unit Price Work, the Contractor must promptly inform the Professional in writing if actual quantities differ from the estimated quantities for any item. For quantities over 120% or below 80% of the estimated quantity, the Owner may negotiate a Unit Price with the Contractor, or direct a unilateral change, or bid that Work under separate contract. Any adjusted Unit Price agreed upon by the Owner will only apply to the actual quantities above 120% or below 80% of the estimated quantity. No adjustment due to quantity variations must be allowed (a) unless the Contractor met the notice requirements, or (b) 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.). If a dispute arises between the Owner and the Contractor on the adjusted Unit Price, the Contractor must carry on the Work with due diligence during the disputes/disagreements.

6.7 Cash Allowances; Provisionary Allowances: The Contractor must obtain the Professional's and Project Director's written acceptance before providing materials, equipment, or other items covered by Cash Allowance. Work authorized under any Provisionary Allowance may consist of (a) changes required by actual conditions, as determined by the **Professional**, and (b) any other Work authorized and completed under the pertinent provisions of the Contract Documents.

6.8 Changes in Contract Price:

6.8.1 The Contractor's proposals or claims for Work Involved must detail all affected items of Work, whether increased, revised, added, or deleted, and must be fully documented and itemized as to (a) individual adds and deducts in Work quantities and labor man-hours; (b) corresponding itemized cost of Work Involved; (c) materials and equipment cost including transportation, storage, and suppliers' field services; and (d) Fee.

6.8.1.1 No proposal or claim by the Contractor on account of any asserted change not issued as a Bulletin by the PSC or Owner, 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 the proposal or claim. A full and detailed breakdown of cost and time requested, with supporting documentation, if not provided with the initial notice shall be delivered to the Professional and Owner within 15 days of the notice, unless otherwise agreed in writing, by the Owner prior to expiration of such time.

6.8.2 For Contractor's proposals or claims for adjustments in Contract Price arising from Delays, the Contractor's estimates must be as comprehensive and detailed as may be appropriate to support the proposal or claim. Examples of related information include labor manpower levels, production data and Progress Schedule revision.

6.8.3 If the Contract Documents use lump sum or Unit Prices for the Work Involved, those prices must be used in estimating the price change. Otherwise, the Owner may direct the Contractor to proceed (a) on a negotiated lump sum; or (b) on an actual cost basis with or without a guaranteed maximum; or (c) 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 the Work Involved and a fee. Items making-up the Cost of the Work Involved must 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.

6.8.4 In estimating any additional cost by the Contractor or its Subcontractor, the rates for the craft labor man-hour used in estimating changes in Contract Price must not exceed the rates in Means Cost Data (Means) or other cost guide acceptable to the Owner. If the rates exceed the acceptable cost guides, the Contractor must provide proper justifications acceptable to the Professional and the Owner. The payroll costs may be used to quote a Bulletin. However, the payroll costs must include wages, labor burdens and a factor for field supplies and purchase costs (less market values if not consumed) of tools not owned by the workers. Labor burdens must 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) must not exceed 4% of the wages without burdens, unless detailed data, which supports higher costs, is provided. Rates for owned, rented, or leased construction equipment must be in accordance

with the contract price rates. Otherwise, the appropriate hourly, daily, weekly, or monthly rates listed in Means must be used. However, if the total rental or lease cost of an item to the Project exceeds the reasonable purchase price of the rented or leased item, the Owner reserves the right to pay only the purchase price of the item and take title to the item. Operating cost must not exceed the hourly operating rate in Means and for multiple shifts, rates must not exceed the shift work adjustments recommended in the cost guide.

6.8.5 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 the furnishing and/or performance of the additional Work Involved or are required due to an extension in Contract Times or Delays. Such costs may include payroll costs of personnel, temporary facilities at the site, liability insurance and bond premiums, Subcontractors, royalty payments and fees for permits and licenses and taxes on the Work Involved.

6.8.6 A contractor or subcontractor who performs the Work may charge a fee of up to 15% of the cost of Work involved for overhead and profit. Contractor may charge a mark-up fee of up to 5% of its Subcontractor's cost excluding fees if the Work is performed by the Subcontractor. If Work is to be performed by lower tier subcontractor(s), intermediate subcontractors and the Contractor must share a fee of up to 5% of the lowest tier subcontractor's cost excluding fees. The total mark-up fees for the Work must not exceed 20% of the lowest tier subcontractor's cost excluding fees. If the adjustment to the Contract Price incorporates a contractor reservation of rights to claim additional adjustments, the fees must be reduced by one-third. Contractor's administrative costs and home office overhead must be non-reimbursable expenses covered by the Fee for the Work.

6.9 Changes in Contract Time:

6.9.1 If a justified extension beyond the Contract Time is not reasonably anticipatable under the circumstances, the Owner may approve an extension to the Contract Time through the Bulletin authorization process at no additional cost to the Owner. Examples of events that may justify an extension in the Contract Time include acts of God; acts of the public enemy; fires; floods; and strikes.

6.9.2 If, at any time during the life of this Contract, the Contractor finds that for reasons beyond its control, it will be impossible to complete the Work on or before the Contract completion date, a written request for a change to the Contract extending the time of completion must be submitted. Such a request must set forth in precise detail the reasons believed to justify an extension and must be in such format as the State may require.

6.9.3 When submitting a quotation for a Contract change authorization for extra work or change in plans, the Contractor must include as part of the quotation, a statement requesting any extra time necessary to complete the related Work. Lack of such a statement will serve as notification that the extra time will not be required to complete the Contract work and will waive the right to a later claim. The Owner will not pay additional compensation to the Contractor for performing Contract Work during any extension period granted.

6.9.4 If the Progress Schedule and the funding allow for an early completion date, the Contractor may submit to the Owner for approval, a request to shorten the Contract Time. If approved by the Owner, the new Contract Time applies to the Project and liquidated damages, if any, will be assessed for any delays after the new completion date.

6.10 Price Reduction for Defective Cost or Pricing Data: Whenever the Contractor signs a proposal for a change in the Contract or claim settlement, the Contractor will be deemed to have certified on behalf of itself, Subcontractors and Suppliers, to its best knowledge and belief that the proposal and its contents (a) were made in good faith and are consistent with the facts and the provisions of the Contract; and (b) are current, complete, and accurate. If the Contract Price/Time is increased by any Change Order, claim or dispute settlement because the Contractor, Subcontractor or Supplier, at any tier, represented or furnished cost or pricing data of any kind that were false, contained math errors or were incomplete, the Contract Price must be correspondingly reduced by Change Order. If there is a good cause to doubt the Contractor's compliance with the Defective cost and pricing data requirements, the Owner must be entitled to make an appropriate withholding from any payment otherwise owed to the Contractor.

7. Payments:

7.1 **Schedule of Values:** The Schedule of Values must be approved by the Professional and accepted by the Owner and must divide the Work into pay items for significant Sections and areas, facilities, or structures, with subtotals for first tier Subcontractors. As required or as noted in Division 1, the accepted Schedule of Values must be supported by a more detailed breakdown allocating the pay items to the Progress Schedule Activities. It must tabulate labor costs, Subcontract costs and material and equipment costs. Labor costs must include appropriate sums for construction equipment costs, general conditions costs, administrative costs, and profit, unless separate pay items are itemized for those costs. The Schedule of Values must include two percent of the Contract Price for each of the following close-out pay items: (a) fire safety inspection, certificate of occupancy and other code approvals, as

specified in the Contract Documents, (b) manufacturer warranties, finalized operating and maintenance documentation, Owner training documentation, and test and balance reports, and (c) finalized as built/Record Documents.

7.2 **Requests for Payment:** Not more than once every thirty Calendar Days, the Contractor may 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. A draft copy of the payment request must be submitted to the Owner Field Representative for review and comments. For projects under $50,000, the Contractor may not submit more than two requests in addition to the final payment request. Each Request for Payment must 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 must 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. The Owner will pay the Contractor within thirty Calendar Days after the Owner receives and approves a certified Request for Payment from the Professional. The Contractor will provide a certification in writing that the payment request submittal is true and accurate. 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 must 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. 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.

7.2.1 **Electronic Funds Transfer:** 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.

7.3 **Review of Request for Payment; Intent of Review:** Within ten Calendar Days after receipt of a Request for Payment, the Professional must certify to the Owner the amount the Professional determines to be due or must return the Request for Payment to the Contractor indicating the reasons for withholding certification. 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. In the case of final payment, the Professional's certification of final payment and recommendation that the Work is acceptable must be a further representation that conditions governing final payment to the Contractor have been met.

7.4 **Refusal to Make or to Recommend Payment:** The Owner may withhold from any payment an amount based on the (a) Professional's refusal to recommend payment or (b) Owner's estimate of the fair value of items included in the payment request. The Owner will give the Contractor reasonably prompt written notice supporting such action. The Professional may refuse to recommend 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) the Contractor failed to comply with any material requirements of the Contract, including, but not limited to the failure to submit Progress Schedule Submittals or as built/Record Documents when due,
(g) stored materials for which payment has been made or is sought has been determined by the Professional or the Owner Field Representative to be damaged or missing, or
(h) the Professional reasonably believes or knows of the occurrence of an event justifying termination for cause.

7.5 **Request for Final Inspection:** The Contractor must complete the Substantial Completion Punch List within the Contract Time and date. The Contractor must assemble all required documentation before requesting final inspection in writing. The Contractor may request final inspection of the entire Work, or the part of the Work for which final payment is specified in the Contract Documents. Upon this written notice, and if deemed appropriate by the professional, the Professional will make a final completion inspection with the Owner and Contractor and notify the Contractor of all incomplete or Defective Work revealed by the Final Inspection. The Contractor must immediately correct and complete the Work.

7.6 **Close-out Documents:** The Contractor must prepare and submit the following documentation before requesting final inspection or final payment: final operating and maintenance documentation (with revisions made after Substantial Completion), warranties, inspection certificates, as built/Record Documents, release of payment claim forms, and all other required documents.

7.7 **Request for Final Payment:** The Contractor may request final payment after correcting or completing the Work to the satisfaction of the Professional and delivering close-out documentation (7.6). The Contractor's request for final payment must also enclose:

(a) evidence of completed operations insurance and an affidavit certifying that the insurance coverage will not be canceled, materially changed, or renewal refused,
(b) an affidavit certifying that the surety agrees that final payment does not relieve the surety of any of its obligations under the Performance Bond and Payment Bond,
(c) a completed DTMB-0460 Form close out checklist,
(d) a list of all pending insurance claims arising out of or resulting from the Work being handled by the Contractor and/or its insurer
(e) Contractor's 'Guarantee and Statement' (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.

7.8 **Final Payment and Acceptance:** If the Professional is satisfied that the entire Work, or the part of the Work for which final payment is specified in the Contract Documents, is complete and the Contractor's other obligations under the Contract Documents has been fulfilled, the Professional will furnish to the Owner and Contractor the Professional's certification of final payment and acceptance within thirty Calendar Days after receipt of the final payment request. If the Professional is not satisfied, the Professional will return the request to the Contractor indicating in writing the reasons for not certifying final payment. If the final payment request is returned, the Contractor must correct the deficiencies and re-request final payment. If the Owner concurs with the Professional's certification of final payment the Owner will, within thirty Calendar Days after receipt of the Professional's certification of final payment, 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 with written reasons for refusing final payment and acceptance.

7.9 **Contractor's Continuing Obligation:** 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.

7.10 **Waiver of Claims:** The making of final payment does 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. The 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.

8. Other Work: During the Contract Time, the Owner may self-perform or Contract for other work at the site. By doing so, the Owner or its representative will coordinate the operations of the Contractor and the other work. Whenever the other work interfaces with the Contractor's Work on site, the Contractor must coordinate its activities with the interfacing work, inspect the other work and promptly report to the Professional in writing if the other work is unavailable or unsuitable. 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. The Contractor must provide proper and safe access to the site for handling, unloading and storage of their materials and equipment and for the execution of the other work. The Contractor must

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. If the Contractor becomes party to a dispute or claim due to damages caused to its Work/property or other work/their property, the Contractor must promptly attempt, without involving the Owner or the Professional or their agents, to settle with the other party by agreement or otherwise resolve the claim. If the Owner determines that the other work resulted in a delay to the Work to be performed by the Contractor and such delay justifies a Change Order, the Owner will authorize the necessary adjustment in Contract Price and/or Time.

9. Stop Work Orders and Suspension of Work: The Owner may order the Contractor in writing to defer, stop, suspend, or interrupt all or part of the Work, in the event any of the following situations:

(a) any Work is Defective,
(b) any Work, when completed, will not conform to the Contract Documents,
(c) any materials or equipment are unsuitable,
(d) any workers are insufficiently skilled,
(e) failure of the Contractor to implement appropriate measures for the SESC, or
(f) as the Owner may determine appropriate for its convenience. The Contractor is responsible for the Delays and any additional costs if at fault. Any justified increase in Contract Price/Time due to suspension of Work must be submitted within twenty-one Calendar Days of knowing the extent of Delays and before submitting the final payment.

10. Termination:

10.1 **Termination for Breach**: The Owner may elect to terminate all or any part of the Work if:

(a) 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).
(b) 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.
(c) 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.
(d) in response to the Owner's demand, the Contractor fails to provide adequate, written assurance that the Contractor has the financial resources necessary to complete the Work within the Contract Time.
(e) 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.
(f) at any time, the Contractor, Subcontractor or Supplier is in violation of unfair labor practices prohibited by Section 8 of Chapter 327 of the National Labor Relations Act, 29 U.S.C. 158; or
(g) the Contractor violates or breaches any material provision of the Contract Documents, which provides contractually for cause termination or rescission of the Contract or of the Contractor’s right to complete the Work.

Within seven Calendar Days after the Contractor receives a notice requiring assurance of due performance for any of the above occurring non-conformances, the Contractor must meet with the Owner and present the Contractor’s plan to correct the problems. If the Owner determines that the Contractor’s plan provides adequate assurance of correction, that determination does 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. The Owner, after giving the Contractor and surety seven Calendar Days’ written notice of intent to default, may declare the Contractor in default and terminate the services of the Contractor for cause. Unless otherwise agreed between the Owner and Contractor, at the expiration of the Seven-Calendar Day (intent to default) period, the Contractor must immediately stop all Work and proceed in accordance with the Owner’s instructions. Following the expiration of the Seven-Calendar Day (intent to default) notice, the Contractor will be sent a default letter – notice of termination for cause. The Owner will issue a Contract Change Order to revise the name of the contract party to the name of the surety company. The surety company must 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 agreements with qualified contractors (excluding the Contractor and any of the Contractor's affiliates), or both.

The Owner may issue a fifteen-Calendar Day notice of intent to default the surety company if they fail to execute in a timely manner the completion of the Contract Work. Without an adequate plan of correction, the Owner may issue a notice of termination for cause letter to the surety. If a termination of the contract with the surety occurs, the Owner reserves the right to complete the Work.

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 must remain in full force and effect after a termination for cause of the Contractor or default of the surety, or both. 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 in no way operates as a waiver of any of the Owner's rights under the Contract Documents or 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.

10.2 **Termination on Non-Bonded Project**: For non-bonded projects, the Owner will follow the termination protocol in Paragraph 10.1 without involving a surety.

10.3 **Termination for Convenience of the Owner**: Upon fifteen 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 Contract in whole or in part, as the Owner may deem appropriate for its convenience. Upon receipt of any such termination notice, the Contractor must 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. In such termination, the Contractor must be paid in accordance with the terms of this Contract for only services rendered before the effective date of termination. Upon termination for convenience, the Contractor must be released from any obligation to provide further services and the Owner must have full power and authority to take possession of the Work, assume any agreements with Subcontractors and Suppliers that the Owner selects, and prosecute the Work to completion by Contract or as the Owner may deem expedient.

10.4 **Termination for Lack of Funding:** If expected or actual funding is withdrawn, reduced, or limited in any way before the completion date set forth in this Contract or in any amendment, the State may, upon written notice to the Contractor, terminate this Contract in whole or in part in accordance with Paragraph 10.3.

11. Disputes: All claims, counterclaims, disputes, and other matters in question between the Owner and Contractor arising out of or relating to the Contract Documents must be submitted in writing to the Professional and otherwise processed and resolved as provided in this Article. *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 twenty-one Calendar Days after the occurrence of the event giving rise to such Claim or within twenty-one Calendar 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 fifteen Calendar Days of the notice, unless otherwise agreed in writing, by the Owner prior to expiration of such time*. The Contractor must carry on the Work with due diligence during all disputes or disagreements. Work must not be delayed or postponed pending resolution of any disputes or disagreements. The Contractor must exercise reasonable precautions, efforts, and measures to avoid situations that would cause delay.

11.1 **Notice of Claim**: Except for Owner claims for liquidated damages, no claim is valid unless it is based upon written notice delivered by the claimant to the other party and the Professional/PSC within twenty-one Calendar Days of the event giving rise to the claim. The notice must state the nature of the dispute, the amount involved, if any, and the remedy sought. The claim submittal with all supporting data must be delivered within fifteen Calendar Days after the initial notice unless the Professional allows an extension by written approval. A claim by the Contractor must be submitted to the Professional and Project Director for a recommendation or decision from the Professional. A claim by the Owner must be submitted to the Contractor and the Professional for a written recommendation or decision by the Professional. The Owner reserves the right to audit any Contractor claim (or claim package) that the Contractor values at more than $50,000.00. Pending final resolution of any claim under this Article, the Contractor must proceed diligently with the Work and comply with any decision of the Owner and/or Professional. For all Contractor claims seeking an increase in Contract Price or Contract Time, the Contractor must 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.

11.2 **Recommendations or Decisions from the Professional:** For claims under $100,000.00, if requested in writing by the Contractor, the Professional will render a recommendation or decision within thirty Calendar Days after the request and the Owner will issue, if necessary, a determination within thirty Calendar Days after the Professional's recommendation or decision. For claims exceeding $100,000.00, the Professional will issue its recommendation or decision and the Owner, if necessary, will issue its determination, within sixty Calendar Days.

If the Professional denies a Contractor claim or agrees with an Owner claim, that decision must 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 thirty Calendar Days. To the extent that any recommendation from the Professional is partly or wholly adverse to a claim from the Owner, that determination must be final and binding on both the Owner and Contractor unless either party files a request for a presentation with the Director-DCD within thirty Calendar Days. If the Professional recommends payment of any

Contractor claim which increases the Contract Price, that recommendation is subject to the Owner's written approval. In the event any such determination from the Owner is partly or wholly adverse to the preceding recommendation from the Professional, that determination must be final and binding on the Contractor unless the Contractor files suit in the Michigan Court of Claims within thirty Calendar Days after receipt of such determination. The claim is waived if not made in accordance with these requirements.

If either the Contractor or Owner is not satisfied with any decision of the Professional on a claim, that party must, within thirty Calendar Days of receiving that decision, file a written appeal with complete supporting documentation with the Director-DCD. The Director-DCD has discretion concerning the allowability of evidence submitted and is not bound to any rules of evidence. If the right to a presentation is waived or if a presentation is conducted and the dispute remains unresolved, the Director-DCD, at the Director-DCD's sole option, must specify in which forum the dispute must be conducted by issuing a written determination to the Contractor that the dispute if the Contractor so elects, be submitted in writing to the Michigan Court of Claims. The Director-DCD's determination on the dispute is final and binding on the Contractor unless the Contractor files a lawful action in the Michigan Court of Claims within thirty Calendar Days after receiving the Director-DCD's determination. After settlement or final adjudication of any claim, if 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. The Director-DCD may designate someone to fulfill the Director-DCD's duties under these terms and conditions.

END OF SECTION 00700

SECTION 00750 SPECIAL WORKING CONDITIONS

1. The Work is for the Department of Corrections and their special working conditions are included in Appendix II. Contractor must comply with all security regulations. Access to and egress from the buildings and State Agency grounds must be via routes specifically designated by the State Agency. Whenever the Contractor has caused an operating security or fire system to go out of service or left unsecured openings in existing facilities or security fences, the Contractor must furnish a security guard or fire watch acceptable to the Owner to maintain security of the facility outside of normal working hours and will be held responsible for any losses from the facility.

2. The Contractor must maintain, at all times, dust control measures to the satisfaction of the Owner.

END OF SECTION 00750

SECTION 00800 SUPPLEMENTARY CONDITIONS

1. n/a

END OF SECTION 00800

SECTION 00900 ADDENDA

1. Each Bid submittal must include acknowledgement of receipt and review of all Addenda issued during the Bidding period.

END OF SECTION 00900

DIVISION 01

GENERAL REQUIREMENTS

SECTION 01010 SUMMARY OF WORK

1. **General**

1.1 General information covering the "Scope of Work" is specified on the Invitation to Bid. Additional information is as follows:

(a). Not applicable.

1.2 The Agency will provide the following Work:

(a) State Salvage: The State reserves the right to salvage certain items and equipment and those salvaged items will be identified to the Bidder at the time of their inspection of the proposed Work. The State will remove salvaged items before commencement of the Work.

(b) Moving Furnishings and Equipment: The Contractor must give timely notice to the State Agency representative identified in the pre-construction meeting of all furnishings, window covering and movable equipment that will interfere with the Work or which the Contractor cannot protect with coverings of paper, plastic, drop cloths or clean tarpaulin. The Contractor must furnish, install, maintain, and remove all coverings used to protect furnishings, window coverings and movable equipment.

END OF SECTION 01010

SECTION 01020 ALLOWANCES

1. **Allowances**

1.1 **Cash Allowances:**

(a) No Cash Allowance Required. The base bid shall include bonds and insurance on the value of the allowance.
(b) Monies in the allowance will be used only if directed in writing by the Project Director and Professional.
(c) Payments under a Cash Allowance must be on actual cost and exclude cost for supervision, handling, unloading, storage, installation, testing, fee, premiums for bond and insurance, etc.
(c) Unused allowances will be deducted from the contract amount through contract change order.

1.2 **Provisional/Contingency Allowances:**

(a) Bidders must include in their Base Proposal Sum a contingency allowance of 10%. The base bid shall include bonds and insurance on the value of the allowance.
(b) Monies will be used in the contingency allowance only if directed in writing by the Project Director and Professional.
(c) Payments under a Provisionary Allowance will 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 the contract documents.
(c) Unused allowances will be deducted from the contract amount through contract change order.

END OF SECTION 01020

SECTION 01025 MEASUREMENT AND PAYMENT

1. **Schedule of Values**: Unless noted otherwise, before mobilization and start of construction, the Contractor must submit a Schedule of Values to the Professional for review and approval, of the various tasks that must be performed to complete all the Work. The schedule must show each task and the corresponding value of the task, including separate monies allocated for General Condition items and Project close-out. The aggregate total value for all tasks must be equal to the total Contract sum.

END OF SECTION 01025

SECTION 01030 ALTERNATES

1. **Use of Alternates**: 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, in the order in which they are listed 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.

2. **Execution:** (a) Coordinate pertinent related Work and modify surrounding work as required to complete the Project for each alternate.
(b) Description of Alternates: None.

END OF SECTION 01030

SECTION 01040 COORDINATION

1. **Project Coordination:**

(a) Before beginning Work the Contractor must coordinate with the State Agency representative to implement the schedule for the Project. Once the Project is started, it must be carried to completion without delay.(b)Any building utility service interruptions or outages including security required by the Contractor in performing the Work must be prearranged with the staff of the State Agency and must occur only during those scheduled times.(c) The Contractor is not responsible for removing room furnishings unless is required by the Contract Documents.

2. **Cutting and Patching:**

(a) The Contractor must do all cutting, fitting, or patching of the Work that may be required to make its several parts fit together properly or make new Work join with the existing structure. The Contractor must take proper precautions so as not to endanger any existing Work. The Contractor must not cut or alter existing structural members or foundations unless specifically required by the Contract Documents.
(b) Holes or openings cut in exterior walls and roofs for installation of materials or equipment must be waterproofed by appropriate, approved materials and methods.
(c) All adjacent finished surfaces that are damaged by the new Work must be patched with materials matching existing surfaces. Joints between patched and existing material must be straight, smooth, and flush. Workers skilled in its installation must apply all patching material.

END OF SECTION 01040

SECTION 01050 FIELD ENGINEERING

1. When applicable, the Contractor must employ a surveyor who must establish and maintain all lines and levels required for laying out and constructing the Work. The Contractor agrees to assume all responsibility due to inaccuracy of any Work of the surveyor, and including incorrect benchmarks, their loss or disturbance. Upon completion of the Project, the Contractor must submit two copies of site layout Drawings prepared for the Project and certified by the surveyor.

END OF SECTION 01050

SECTION 01060 REGULATORY REQUIREMENTS

1. **Laws:** The Contractor and its Subcontractors/Suppliers must comply with all Federal, State, and local Laws applicable to the Work and site.

2. **Codes:** All Works must be provided in accordance with the State Construction Code Act, 1972 PA 230, as amended, MCL 125.1501 et seq., International Building and Residential Codes and all applicable Michigan construction codes and fire safety including but not limited to: Michigan Building Code, Michigan Residential Code, Michigan Uniform Energy Code, Michigan Electrical Code, Michigan Rehabilitation Code for Existing Buildings, Michigan Mechanical Code, Michigan Elevator Code and Michigan Plumbing Code. If the Contractor observes that any Contract Document conflicts with any Laws or the State Construction Code or any permits in any respect, the Contractor must promptly notify the Professional in writing. If the Contractor provides any Work knowing or having to reason to know of such conflict, the Contractor must be responsible for that performance.

3. **Permits:** All required construction permits must be secured and their fees including inspection costs must be paid by the Contractor. The time incurred by the Contractor in obtaining construction permits must constitute time required to complete the Work and does not justify any increases to the Contract Time or Price, except when revisions to the Drawings and/or Specifications required by the permitting authority cause the Delays. The Contractor must pay all charges of Public Utilities for connections to the Work, unless otherwise provided by Cash Allowances specific to those connections. The following permit fees will be paid by the Owner: None.

4. **Taxes:** The Contractor must pay all sales and use taxes and any other similar taxes, including Tariffs covering the Work. If the Contractor is not required to pay or bear the burden or obtains a refund of any taxes deemed to have been included in the Bid and Contract Price, the Contract Price must be reduced by a like amount and that amount, whether as a refund or otherwise, must ensure solely to the benefit of the State of Michigan.

5. **Safety and Protection:** The Contractor and its Subcontractors/Suppliers must comply with all applicable Federal, State, and local Laws governing the safety and protection of persons or property, including, but not limited to the Michigan Occupational Safety

and Health Act (MIOSHA), 1974 PA 154, as amended, MCL 408.1001 et seg., and all rules promulgated under the Act. The Contractor is responsible for all damages, injury or loss to the Work, materials, equipment, fines, penalties as a result of any violation of such Laws, except when it's due to the fault of the Drawings or Specifications or to the Act, error, or omission of the Owner or Professional. The Contractor is solely responsible for initiating, maintaining, and supervising all safety precautions and programs and such responsibility must continue until such time as the Professional is satisfied that the Work, or Work inspected, is completed and ready for final payment. In doing the Work and/or in the event of using explosives, the Contractor must take all necessary precautions for the safety of, and must 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 must 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.

6. Fire Hazard Conditions:

(a). The fire hazard classification of finish materials where used in the specification must be in accordance with the current Michigan Building Code.

(b) Classification must be determined by tunnel test in accordance with National Fire Protection Association (NFPA-255), American Society for Testing Materials (ASTM E-84) or Underwriters' Laboratories, Inc. (UL-723).

7. **Flame/Smoke Resistance Standards**: The Contractor must provide carpeting complying with "Class B" requirements as set forth in Michigan Department of State Police State Fire Safety Board "Health Care Facilities Fire Safety Rules' R29.1243, Rule 243, when tested in accordance with the following procedures:

(a) Tunnel Test: Test for surface burning characteristics, with ratings for flame spread, fuel contribution, and/or smoke density; ASTM E 84, UL 723, or NFPA No. 255.
(b) Pill Test: Test for flammability; ASTM D 2859, or DOC FF-1-70.
(c) Floor Radiant Panel Test: Test for burning under varying radiant energy levels; ASTM E 648, with minimum average radiant flux ratings not less than 0.45 watts/sq. cm.
(d) Smoke Density Test: Test in radiant heat chamber, with and without flame, for density of smoke generated; ASTM E 662, or NFPA No. 258, also known as NBS Smoke Density Chamber Test.***

8. Michigan Right-To-Know Law: The Contractor and its Subcontractors/Suppliers must comply with MIOSHA, Michigan Right-to-Know Law (Public Act 80 of 1986) and the rules promulgated under it. 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. The Act 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 Business Days after receipt and to request SDS copies from their employers. The Contractor, employer or Subcontractor must post and update these notices at the site.

9. Environmental Requirements: The Contractor and its Subcontractors/Suppliers must comply with all applicable Federal, State and local environmental Laws, standards, orders or requirements including but not limited to the National Environmental Policy Act of 1969, as amended, Michigan Natural Resources and Environmental Protection Act, P.A. 451 of 1994, as amended, the Clean Air Act, as amended, the Clean Water Act, as amended, the Safe Drinking Water Act, as amended, Pollution Prevention Act, as amended, Resource Conservation and Recovery Act, as amended, National Historic Preservation Act, as amended and Energy Policy and Conservation Act and Energy Standards for Buildings Except Low-Rise Residential Buildings, ANSI/ASHRAE/IESNA Standard 90.1.

10. Nondiscrimination: For all State Contracts for goods or services in amount of $5,000 or more, or for Contracts entered into with parties employing three or more employees; in connection with the performance of Work under this Contract, the Contractor and its Subcontractors and Suppliers must comply with the following requirements:

10.1 Not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight or marital status, partisan considerations, any mental or physical disability, or genetic information and take affirmative action to ensure that applicants are employed, and the employees are not subject to such discrimination. Such action must include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10.2 To state in all solicitations or advertisements for employees that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, or marital status, partisan considerations, any mental or physical disability, or genetic information.

10.3 To send, or have its collective bargaining representative send, each labor union or representative of workers with which there is a collective bargaining agreement or other contract or understanding, a notice advising the labor unions or workers' representative of the commitments under this provision.

10.4 To comply with the Elliot-Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2201 et seq.; the Michigan Persons with Disability 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 (MCRC) which may be in effect on or before the date of Bid opening.

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

10.6 If, after a hearing held under its rules, the MCRC finds that the Contractor has not complied with the Elliott-Larson requirements of the Contract Documents, MCRC may, as part of its order, certify its findings to the Administrative Board of the State of Michigan, which may order the cancellation of the Contract and/or declare the Contractor ineligible for future contracts with the State until the Contractor complies with the MCRC's order.

11. Michigan Residency for Employees: Fifty percent of the persons employed on the Work by the Contractor must 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 waived to the extent that Michigan residents are not available or to the extent necessary to comply with the federal funds used for the Project. This requirement does not apply to employers who are signatories to collective bargaining agreements that allow for the portability of employees on an interstate basis.

END OF SECTION 01060

SECTION 01090 REFERENCES

1. References will be made in an abbreviated alpha numeric form to specific standard specifications, reference publications and building codes of federal or state agencies, manufacturers, associations, or trade organizations. Such references will be identified by the alphabetic abbreviation which identifies the government agency, the association or organization followed by the rule, section or detail number that are to form a part of these specifications, the same as if fully set forth herein, and must be of latest issued date in effect three months before the Bid opening date shown on the Proposal and Contract. The abbreviations used are referred to as follows:

Abbreviation	Agency, Association or Organization
ACI	American Concrete Institute
AISC	American Institute of Steel Construction, Inc.
AMCA	Air Moving and Conditioning Association
ANSI	American National Standards Institute, Inc.
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASSE	American Society of Sanitary Engineering
ASTM	American Society of Testing and Materials
AWS	American Welding Society
AWWA	American Water Works Association
BOCA	Building Officials and Code
CDA	Copper Development Assn., Inc.
CLFMI	Chain Link Fence Manufacturer's Institute
CISPI	Cast Iron Soil Pipe Institute
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standard
F/M	Factory Mutual Research Corporation
FS	Federal Specifications
HEW	United States Department of Health Education and Welfare
MDOT	Michigan Department of Transportation
NFPA	National Fire Protection Association
NSF	National Sanitation Foundation Testing Laboratory, Inc
NSWMA	National Solid Waste Management Association
PCA	Portland Cement Association
PDI	Plumbing and Drainage Institute
SMACNA	Sheet Metal & Air Conditioning Contractors

UL	Underwriters Laboratories, Inc.
USBM	United States Bureau of Mines
USDC	United States Department of Commerce

END OF SECTION 01090

SECTION 01100 PROJECT PROCEDURES

1. **Signage and Safety:** The Contractor must post appropriate construction signs to advise the occupants and visitors of occupied facilities of the limits of construction work areas, hardhat areas, excavations, construction parking and staging areas, etc. Advertising signage by contractors, subcontractors, or suppliers is not allowed. The Contractor must maintain safe and adequate pedestrian and vehicular access to fire hydrants, commercial and industrial establishments, churches, schools, parking lots, hospitals, fire, and police stations and like establishments. The Contractor must obtain written approval from the Owner ten Calendar Days before connecting to existing facilities or interrupting the services on site.

2. **Required Project Sign:** For projects costing in excess of $500,000, the Contractor must provide and install a project sign conforming to the requirements shown in Appendix IV. The Project Director will designate the wording for the sign.

3. **Barrier and Enclosures**:

   (a) The Contractor must furnish, install, and maintain as long as necessary and remove when no longer required adequate barriers, warning signs or lights at all dangerous points throughout the Work for protection of property, workers, and the public. The Contractor must hold the State of Michigan harmless from damage or claims arising out of any injury or damage that may be sustained by any person or persons as a result of the Work under the Contract.

   (b) **Temporary Fence**: The Contractor must entirely enclose the Contract area by means of woven wire or snow fence having minimum height of four feet. Gates must be provided at all points of access. Gates must be closed and secured in place at all times when Work under the Contract is not in progress. The fence must be removed, and grounds restored to original condition upon completion of the Work.

   (c). **Street Barricades**: The Contractor must erect and maintain all street barricades, signal lights and lane change markers during the periods that a traffic lane is closed for their operations. There must be full compliance with rules and ordinances respecting such street barricading and devices must be removed when hazard is no longer present.

4. **Construction Aids:**

   (a) The Contractor must furnish, install, and maintain as long as necessary and remove when no longer required, safe and adequate scaffolding, ladders, staging, platforms, chutes, railings, hoisting equipment, etc., as required for proper execution of the Work. All construction aids must conform to Federal, State, and local codes or Laws for protection of workers and the public.

   (b) **Debris Chute**: The Contractor must use a chute to lower debris resulting from their Work. The chute must be the enclosed type with its discharge directly into the truck or approved container.

   (c) **Pumping and Drainage**: The Contractor must provide all pumping necessary to keep excavations and trenches free from water the entire period of Work on the Contract. The Contractor must construct and maintain any necessary surface drainage systems on the Work site so as to prevent water entering existing structures or to flow onto public or private property adjacent to the Agency's land, except for existing drainage courses or into existing drainage systems. The Contractor must prevent erosion of soils and blockage of any existing drainage system.

END OF SECTION 01100

SECTION 01200 PROJECT MEETINGS

1. **Pre-Construction Conferences**: The Project Director will schedule a pre-construction conference to be attended by the Professional, State Agency staff, and the Contractors. A project procedure as outlined in Form DTMB-0460, will be established for the Work during the pre-construction meeting. When no organizational meeting is called, the Contractor, before beginning any Work, must meet with the staff of the Agency and arrange a Work schedule for the Project. Once the Project has been started, the Contractor must carry it to completion without delay.

2. **Progress Meetings**: The Professional will schedule progress meetings to be held on the job site whenever needed to supply information necessary to prevent job interruptions, to observe the Work or to inspect completed Work. The Contractor must be represented at each progress meeting by persons with full authority to act for the Contractor in regard to all portions of the Work.

END OF SECTION 01200

SECTION 01300 SUBMITTALS

1. **Shop Drawings, Samples and Technical Submittals**: .

1.1 Contractor's Review: Before each submission, the Contractor must:
(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.

1.2 Notice of Variation: The Contractor must give the Professional specific written notice of any variation from the requirements of the Contract Documents.

1.3 Contractor's Approval: The Contractor shall not submit unapproved submittals. Each submittal shall be stamped/certified to indicate that the submittal satisfies the requirements of the Contract Documents before submission to the Professional.

1.4 Responsibility and Authority: Neither the Owner's authority to review any of the Submittals by the Contractor, nor the Owner's decision to raise or not to raise any objections about the Submittals, creates or imposes any duty or responsibility on the Owner to exercise any such authority or decision for the benefit of the Contractor/Subcontractor/Supplier, any surety to any of them or any other third party. The Contractor is not relieved of responsibility for errors or omissions in shop drawings, product data, samples, or similar submittals just because the Professional approved them for general design intent.

1.5 Final As-Built/Record Documents and Submittals: The approved Submittals are a part of the final As-Built/Record Documents required for processing final payment to the Contractor.

1.6 Submissions: Contractor must submit to the Professional:

(a) An organized and indexed .pdf electronic file(s) of the drawing(s) …] and one bond copy of all Shop Drawings.
(b) A 3-inch wide by 2-inch-high clear space for State approval stamp must be provided on the Title Sheet of the shop drawings.
(c) all required samples; and
(d) all other technical submittals (test, results, test and 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

1.7 Professional's Review and Return: Professional's Review and Return: Submittals will be returned to the Contractor within fifteen Calendar Days. The Contractor is responsible for any time Delay and any cost incurred by the Professional, Contractor or Subcontractors/Suppliers as a result of resubmissions and re-reviews of a particular Submittal. The Contractor shall revise, and correct submittals returned for revision and resubmittal until approval by the Professional is achieved. 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.

2. Progress Schedule:
2.1 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. 2.14), Update Submittals (par. 2.15) and Revision Submittals (par. 2.16). 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.
2.2 RELATED SECTIONS
A. Section 00700 General Conditions; and Section 00800 Supplementary Conditions.
2.3 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.

2.4 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.

2.5 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 provisionary 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.

2.6 "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.

2.7 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.

2.8 PROGRESS SCHEDULE SUBMITTALS

A. Each Progress Schedule Submittal will consist of an electronic copy the **Contractor's file**, a narrative and a PDF file of the project schedule report and plots, each file appropriately titled for the schedule version and date of publishing.

B. The CPM scheduling software will be Primavera Project Planner®, SureTrak® or Microsoft Project®.

C. In addition to the monthly update schedule submittal, **Contractor** shall provide prior to each Progress Meeting, a 2-week look ahead schedule extracted from the current overall schedule and providing sufficient additional activity detail to appropriately define the expected activity during the upcoming 2-week period.

2.9 PRINTOUTS

A. Schedule Reports will include Activity (ID) code and description, duration, calendar, Early Dates, Late Dates and Total Float, all of which will 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.

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.

2.10 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.

2.12 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.

C. 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.

D. 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.

E. 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 schemes.

2.13 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 Appendix I - Glossary supersede any conflicting Float values calculated within any early completion Progress Schedule.

2.14 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. 0 narrative will identify shifts, weekend Work, Activity calendars, Delays since award and all pending and anticipated "or equal" and substitution proposals.

B. 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.

D. 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.

2.15 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.

2.16 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.

2.17 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 confirmed by as-built progress.

3. **Shop Drawings:** The Contractor shall deliver shop drawings of products, materials, assemblies, or equipment to the Professional.

Item of Work	Section Number

Unit Masonry	042000
Joint Sealant	079200
Hollow Metal Doors	081113
Door Hardware	087100
Linear Metal Pan Ceilings	095421
Resinous Flooring	096723
Interior Painting	099123
Fire Protection Specialties	104400
Food Service Equipment	114000
Custom Fabricated Food Service Equipment	114001
Fire Suppression Sprinkler Systems	211300
General duty Valves for Plumbing Piping	220523
Plumbing Piping Insulation	220719
Plumbing Piping	221005
Plumbing Fixtures	224000
Air Inlets and Outlets	233700
Panelboards	262416
Wiring Devices	262726
Interior Lighting	265100

4. **Samples**: The Contractor must deliver all samples of material or equipment to the job site for examination by the State Agency and the Professional. Samples will be examined by the Professional for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents.

The Contractor must furnish all Work in accordance with approved samples. The following general classifications of material and equipment require submission of samples. Samples of other items may be requested by the Professional at any time.

Item of Work	Type of Sample	Section Number
Unit Masonry	Sample Units	04200
Stone	Sample Units	04400
RFA Board Insulation	Sample Units	07220
Fiberglass Shingles	Color Samples	07312
Gutters and Downspouts	Sample Units	07631
Ceramic Tile	Sample Panel	09310
Ceramic Mosaics	Sample Panel	09320
Quarry Tiles	Sample Units	09330
Terrazzo Bonded	Color Plates	09411
Plastic Matric Terrazzo	Color Plates	09440
Epoxy Terrazzo	Color Plates	09441
Acoustical Ceilings	Sample Units	09510
Resilient Flooring	Sample Units	09650
Carpeting	Sample Units	09680
Special Flooring	Sample Panels	09700
Seamless Quartz Flooring	Sample Panels	09721
Coating System	Color Samples	09872
Painting	Color Samples	09900

END OF SECTION 01300

SECTION 01400 QUALITY CONTROL

1. **Testing Laboratory Services**: All tests required by the Owner must fulfill ASTM, ANSI, Commercial and other Standards for testing. The Contractor must submit a minimum of three copies of each test report to the Professional for evaluation and subsequent distribution. The following general classifications of Work require submission of test reports and/or certificates of inspection. Additional submissions may be requested by the Professional at any time.

2. **Tests:**

   (a) Paid by Owner: None
   (b) Paid by Contractor: None.

END OF SECTION 01400

SECTION 01500 CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

1. The Contractor must furnish and install all temporary facilities and controls required by the Work, must remove them from State property upon completion of the Work, and the grounds and existing facilities must be restored to their original condition.

2. If water or electricity is available in the area where Work will be performed, the Contractor will not be charged for reasonable use of these services for construction operation. The Contractor must pay costs for installation and removal of any temporary connections including necessary safety devices and controls. Use of services must not disrupt or interfere with operations of the State Agency.

3. **Temporary Sanitary Facilities**:

   (a) **Portable Toilets**: The Contractor must provide and maintain a sufficient number of portable temporary toilets in locations approved by the State Agency. They must comply with all Federal, State, and local code requirements. The Contractor must maintain the temporary toilets in a sanitary condition at all times and must remove them when the Work under this Contract is complete. The Contractor's employees are not allowed to use any existing State toilet facility.

   (b) **State Toilets**: If available, the State Agency will designate a permanent toilet facility on the premises for use by personnel employed in the Work. The Contractor must repair any damage to the toilet facility caused by their employees and maintain it in a clean and sanitary condition.

4. **Field Office**:

(a) **On Site Trailer:** At the beginning of the Work, the Contractor may provide a field office and storage building at the site in a location acceptable to the Owner. The building may be a trailer. The Contractor may provide such other temporary buildings as he may require for the use of workers and safe storage for tools and materials. Job signs with the Contractor's name, logos, specialty, … etc., are not allowed.

END OF SECTION 01500

SECTION 01600 MATERIAL AND EQUIPMENT

1. The Contractor must furnish and be responsible for all materials, equipment, facilities, tools, supplies and utilities necessary for completing the Work. All materials and equipment must be provided as described in the Contract Documents and of good quality, free of defect and new and must be applied, installed, connected, erected, used, cleaned and conditioned following the manufacturer's and Suppliers' instructions.

2. **Delivery, Storage, and Handling**: All materials and equipment delivered to and used in the Work must be suitably stored and protected from the elements. The areas used for storage must only be those approved by the State Agency. The Owner assumes no responsibility for stored material. The ownership and title to materials will not be vested in the Owner before materials are incorporated in the Work unless payment is made by the Owner for stored materials and equipment. After delivery, before and after installation, the Contractor must protect materials and equipment against theft, injury, or damage from all causes. For all materials and equipment, the Contractor must provide complete information on installation, operation, and preventive maintenance.

   (a) The Contractor must cover and protect bulk materials while in storage which are subject to deterioration because of dampness, the weather or contamination. The Contractor must keep materials in their original sealed containers, unopened, with labels plainly indicating manufacturer's name, brand, type, and grade of material and must immediately remove from the Work site containers which are broken, opened, watermarked and/or contain caked, lumpy, or otherwise damaged materials.

   (b) The Contractor must keep equipment stored outdoors from contact with the ground, away from areas subject to flooding and covered with weatherproof plastic sheeting or tarpaulins.

(b) The Contractor must certify that any materials stored off-site are:

a) Stored on property owned or leased by the Contractor or owned by the agency.
b) Insured against loss by fire, theft, flood, or other hazards.
c) Properly stored and protected against loss or damage.
d) In compliance with the plans and specifications.
e) Specifically allotted, identified, and reserved for the project.
f) Itemized for tracking and payment.
g) Subject to these conditions until the items are delivered to the project site.

END OF SECTION 01600

SECTION 01650 FACILITY START-UP

1. **Tests**: The complete installation consisting of the several parts of equipment and systems installed according to the requirements of the Contract Documents must be ready in all respects for use by the State Agency and must be subjected to a test at full operating conditions and pressures for normal conditions of use.

2. **Adjustments**: Contractor must adjust and replace the Work which is necessary to fulfill the requirements of the Contract Documents and to comply with the directions and recommendations of the manufacturer of the several parts of equipment, and to comply with all provisions of architectural and/or engineering drawings/specifications and all codes and regulations which may apply to the entire installation.

3. **Demonstration**: Contractor must provide an on-site demonstration and training of all systems operations to the Owner when it is substantially completed.

END OF SECTION 01650

SECTION 01700 CONTRACT CLOSE-OUT

1. **Substantial Completion**: The Contractor must notify the Professional, the Project Director and the Agency when the Work will be substantially complete. If the Professional, Owner, and Agency agree that the project is Substantially Complete, the Professional and Project Director will inspect the Work. The Professional, upon determining that the Work, or a portion of the Work inspected, is substantially complete, will prepare a Punch List and will attach it to the respective Certificate of Substantial Completion. The Contractor must be represented on the job site at the time this inspection is made and thereafter must complete all Work by the date set for final acceptance by the Owner.

2. **Cleaning**:

(a) **Regular Cleaning**: The Contractor must remove all scrap or removed material, debris, or rubbish from the Project work site at the end of each working day and more frequently whenever the Owner Field Representative deems such material to be a hazard. The Contractor cannot discard materials on the grounds of the State Agency without the express permission of the Project Director. No salvage or surplus material may be sold on the premises of the State Agency. No burning of debris or rubbish is allowed. Any recyclable materials must be recycled, and the Contractor will be required to provide recycling plan.

(b) **Final Cleaning**: Before final acceptance by the State, the Contractor must clean all Work and existing surfaces, building elements and contents that were soiled by their operations and make repairs for any damage or blemish that was caused by the Work.

END OF SECTION 01700

SECTION 01800 MAINTENANCE

1. The Contractor is responsible for maintaining the following parts of Work in good order and proper working conditions and must take all necessary actions for their protection until they are placed for use by the Owner:

END OF SECTION 01800

APPENDIX I

GLOSSARY

GLOSSARY

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 re-bidding the Work without re-advertising, is referred to as a **post-Bid** Addendum.

Agency- Any unit, section, division, department, or other instrumentality of the State that benefits from the Work.

Alternate– Refers to work specified in the Bidding Documents for which the Bidder must bid a Bid Price.

Apparent Low Bidders: Those Bidders whose Base Bid, when added to those specific Alternates the Owner intends to accept, yields the three lowest sums of Bid and Alternates. Additional Bidders may be considered Apparent Low Bidders if their 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, 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 it 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.

Authorized Technical Data– Information and data contained in a report of exploration and tests of subsurface conditions. Also, any physical data (dimension, location, conditions, etc.) contained in those Drawings of physical conditions of existing surface and subsurface facilities.

Best Value- The bids will be evaluated for best value based on price and qualitative components that may include but are not limited to technical design, technical approach, quality of proposed personnel, and management plans, per PA 430 of 2012.

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 *re-bid*.

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 execution of the Contract.

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.

Bidding Requirements–The Advertisement, Instructions to Bidders, 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.

Board– The Administrative Board of the State of Michigan.

Bond– 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 request used by the **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 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.

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

Contract Documents– Written and graphic documents that form the legal agreement between the **Owner** and the **Contractor**, consisting of this document, completed Bid and Contract forms, terms and conditions of the contract, specifications, drawings, addenda, Notice of Award, Notice-to-Proceed and contract change orders.

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 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– Business enterprise with which the **Owner** has entered into the Contract.

Correction Period– A period during which the **Contractor** must, 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**.

Defective– As determined by the Professional, 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 an 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**.

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- 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 must neither serve nor be used as Shop Drawings.

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

State Facilities Administration (SFA)-Entity in the **Department** responsible for design, construction, and operations and maintenance of facilities.

Fee for the Work Involved (Fee)– An established, 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.
Hazardous Material– Asbestos containing materials (ACMs), Polychlorinated biphenyls (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.

Invitation To Bid (ITB) - The solicitation document presenting the terms and conditions that will become part of the Contract when the Bid is accepted.

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 issued by the Project Director directing the Contractor to commence the construction activities and establishing the start date 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 Project Director that the quantity and quality of all Work complies with the requirements of the Contract Documents.

Owner– The State of Michigan, with whom the **Contractor** has entered into the Contract and for whom the Work is to be provided.

Owner Field Representative– A State employee or consultant, acting collaboratively with the Project Director, providing on-site, periodic observation and documentation of the Work for compliance with the Contract Documents.

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 mean Substantial Completion of the portion of the Work placed in use by the **Owner**.

Person–Individuals, partnerships, corporations, receivers, trustees, joint ventures or any other legal entity 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.

Post–Bid Submittal– A Qualification Submittal required of the Bidder selected under Section 00100 - 22 before Contract Award, and which is used by the Owner in the evaluation of the Bid of the selected Bidder.

Professional Services Contractor *(PSC or* ***Professional****)*– The individual or business entity who has the authority to practice the design disciplines required by the Contract Documents. An Agency with appropriate licensing may replace the PSC in their role if a consultant is not used.

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

Project Director- *D*esignated State employee(s) (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.**

Project 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 Specifications– 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.

Provisionary Allowance– An amount included within the Contract Price to reimburse the **Contractor** for the cost to furnish and perform Work that is uncertain because, for example, it is indeterminate in scope and may not be shown or detailed in the Contract Documents.

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 for its intended purpose.

Qualified Disabled Veteran (QDV)- *QDV as defined by* Public Act 22 of 2010, MCL 18.1241.3 and supported by a DD214 Proof of Service and Discharge, a Veterans Administration rating decision letter, proof of disability (if the disability is not indicated on the DD214), and appropriate legal documents setting forth the 51% natural persons QDV ownership.

Record Documents– Drawings, Specifications, Addenda, Change Orders, Change Authorizations, Bulletins, inspection, test and approval reports, 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, electronic data, and other evidence relating to the bidding, award and furnishing and performance of the Work.

Recycled Material– Recycled paper products, structural materials made from recycled plastics, re-refined lubricating oils, reclaimed solvents, recycled asphalt and concrete, recycled glass products, re-treaded 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 DTMB-0440) to be used by the **Contractor** in requesting payment for Work completed, which must enclose all supporting information required by the Contract Documents.

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 must 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 DTMB-SFA.

State– The State of Michigan in its governmental capacity, including its departments, divisions, agencies, boards, offices, 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.

Subcontractor– A Person having an agreement with the Contractor to provide 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 as determined by the PSC, 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.

Supplier– A manufacturer or fabricator, or a distributor, material man or vendor representing a manufacturer or fabricator, who has an agreement with the Contractor to furnish materials and/or equipment.

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– The work involving specified quantities (i.e., related Work quantities) which, when performed, is measured by the **Professional** and paid using the measured quantities and unit prices contained in the Contract Documents. Performance of Unit Price Work for undefined quantities is contingent upon conditions encountered at the site, as determined, and authorized by the **Professional**.

Unit Price Work, Specific– 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.

APPENDIX II

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.

DEPARTMENT OF CORRECTIONS

The Work comprising this Project will be performed at a State of Michigan MDOC property and the Contractor/Professional must comply with the following special working rules.

1. Contractor/Professional must submit a LEIN request consisting of name, driver's license number, social security number, birth date, and additional information when requested, on all persons to be employed on the Project site. Such form (Vendor/Contractor LEIN Request, CAJ-1037) must be submitted directly to the Department of Corrections Designee for approval before any person's appearance at the site for Work assignments. These employees will be required to attend Contractor/Professional orientation prior to any on site activity.

2. Contractor/Professional will be allowed to work within or on Correctional Facility confines for an eight (8) hour shift as designated by the facility. Four (4) ten (10) hour shifts will be considered. No Work is allowed to be performed on Saturdays, Sundays, or State holidays without written permission from the State Agency. The State Agency may set other time schedules as discussed during the pre-construction meeting. Consideration will be given to using alternate shifts to minimize the length of time an area is out of service.

3. Anyone entering or exiting a secure portion of the facility will be required to complete a security screening and inspection. There may be times during the project where the Contractor is delayed into/out of the site or removed from the site temporarily due to security and staffing issues. The Contractor shall include the possibility of this when bidding the project. No additional compensation will be allowed for minimal delays beyond the standard screening process into and out of the facility or occasional temporary removal from the site during a workday over the course of the project. Additionally, no compensation will be provided if any of the delays are due to lack of notice and/or coordination provided by the Contractor.

4. All employees of the Contractor/Professional may be subject to individual body search each time they enter the Correctional Facility. Packages or containers of any kind may be opened and/or scanned for inspection. Lunch boxes are not permitted inside the security perimeter. All employees of the Contractor/Professional will be required to have legal picture identification card.

5. All trucks and other mobile equipment may be subject to inspection both on arrival and upon departure from the Correctional Facility. Absolutely no fraternization between inmates and Contractor/Professional's employees will be tolerated. Any attempts at same by prisoners are to be reported immediately to the escorting officer or MDOC employee.

6. No requests for visits with inmates will be granted to Contractor/Professional's employees except where such visiting originated prior to award of the Contract.

7. Contractor/Professional must follow rules pertaining to foot and vehicle traffic as established by the Correctional Facility and covered during the mandatory orientation. Contractor/Professional must observe all off-limit restricted areas beyond which no unauthorized personnel may trespass. The Contractor/Professional and their workers may not leave the assigned Work areas.

8. Heavy equipment, power tools and machinery must be removed from the inside of the security perimeter through the assigned gate at times specified by each facility. Such heavy equipment including but not limited to power shovels, compressors, welding machines, air hammers, welding equipment, etc., must be immobilized in an acceptable manner and may not remain inside unless specifically approved by the Warden. Cutting torches and cutting tools in general must be securely locked as directed by the Agency and checked out as needed. No tools, small pipe, copper, or wire will remain on the site overnight unless acceptably secured as approved by the facility. Any gas powered equipment entering the secured perimeter must be equipped with locking gas caps at all times.

9. MDOC physical plant standards require Contractors/Professionals to provide a properly sized emergency generator(s) to be onsite with all associated equipment to ensure a quick install in an event where power may be disrupted to any part of the facility. With special approval from MDOC Physical Plant Construction Manager or Administrator, use of the MDOC regional emergency generator may be utilized when applicable and available. See contract documents for any specific generator requirements.

10. In the event of underground excavation work of any kind, ground penetrating radar must be used to document underground utilities, wires, cables, fiber optic, tunnels, structures etc. prior to any work being performed. When the ground must be disturbed within 6' an underground obstacle as mentioned above, hydro-excavation must take place.

a. Any damage to an underground utility, wire, cable, fiber optic, or underground structure of any kind must be reported immediately to facility staff and the entire project team and a plan of action must be made to repair the damage immediately. Any wire, cable, or fiberoptic line that has been damaged by the Contractor/Professional, must be replaced in whole. A splice is not an acceptable means for repair.

11. There will be no exchange, loaning or borrowing of tools, equipment, or manpower between Correctional Facility personnel and the Contractor/Professional.

12. Specific Facility and MDOC requirements regarding tools & equipment will be covered during the Contractor/Professional orientation process prior to any on site activity. Topics covered include but are not limited to:

    a. All tools and equipment within a work area which is not enclosed and secure must be disabled, secured, or removed from the facility if the entire construction crew leaves the work area/facility.

    b. Clean up of the site shall be continuously maintained and at the end of each work shift all debris shall be removed from the site or placed into a dumpster as approved by the facility. All building and grounds shall be cleaned using a magnet or metal detector to ensure no debris remains. Demolition work above occupied building requires spotter below area being disturbed to collect potential falling debris.

    c. Dumpsters for debris collection/recycle/removal are not allowed to be left inside the security perimeter unless approved by the Warden. In such cases the dumpster location and security will be specified by the Warden and may be required to be secured within a temporary fenced area or provided with a lockable cover. Removal of dumpsters is subject to coordination with the facility.

    d. Tools, tool boxes, and equipment of contractors and/or workers performing services inside an institution shall be manifested, inventoried and inspected prior to entry into and exit from the institution. Staff designated to escort workers within the facility shall ensure tools are controlled with proper security and safety procedures and work activities are confined to authorized areas.

    e. A list of Dangerous and Critical Tools will be provided to the Contractor as well as all policies and procedures dictating the security, control, and use of these of tools. Tool Control will be thoroughly covered during Contractor/Professional orientation prior to any on site activity.

    f. Explosively Driven Tools and Ammunition will not be allowed.

    g. Smoking, and the use and possession of tobacco products, is strictly prohibited.

    h. It is a felony to bring any of the following items into a correctional facility or onto facility property where prisoners may have access to them without prior written permission of the Warden:
        1. Any weapon, including a pocketknife, or other implement which may be used to injure another person, or which may be used in aiding a prisoner to escape.
        2. Any alcoholic beverage or poison.
        3. Any prescription drug or controlled substance without written certification of need from a licensed physician.
        4. Personal cellular telephones and pagers are not permitted on facility grounds except in a locked motor vehicle in designated parking areas.
        5. Audio or visual recording devices, including cameras.

13. The assigned gate through which materials, equipment and vehicles must be transported will be opened and/or scanned upon request between the hours as determined by agreement with facility operations.

14. Sanitary facilities will be assigned by the Correctional Facility authorities for the use of the employees of all Contractors. The MDOC or facility may require placement of portable facilities as outlined in the specifications. If used and authorized, portable sanitary facilities shall be locked at all times as when not in use.

15. MDOC staff may be assigned as escorts to the working areas. They may inspect and search areas under construction at any time, including the Contractor/Professional's staff and equipment.

16. Areas for employee parking, tool boxes, etc., must be assigned only by Correctional Facility authorities on the site. Remove all firearms, weapons, alcoholic beverages, drugs, medicines, or explosives from vehicles before entering Facility property. Lock vehicles when not attended.

17. Accidents - The Correctional Facility infirmary is not available to Contractor/Professional's employees.

18. The Warden of this Correctional Facility retains the right to revise these "Special Working Conditions" as required to meet facility needs.

19. Unless noted otherwise in the project documents, roofing work is not to occur between November 15th and April 1st each year, unless written authorization is provided to the Contractor.

20. The MDOC will not be responsible for receiving, storing, and handling materials or equipment for a construction contractor.

APPENDIX III

SPECIAL PROJECT PROCEDURES

SOIL EROSION AND SEDIMENTATION CONTROL PROJECT PROCEDURES FOR CONTRACTORS ON DTMB OWNED AND MANAGED PROPERTIES

1. Comply with Part 91, Soil Erosion and Sedimentation Control of the Natural Resources and Environmental Protection Act 1994 PA 451, as amended.
2. Contact the DTMB, SFA, Design and Construction Division to discuss the implementation of soil erosion and sedimentation control (SESC) on the Project with DTMB SESC Officer. Phone **(517) 388-3045** or Email DTMB-SESC@michigan.gov.
3. Following the award of a contract, the Contractor will be required to prepare and issue for approval an SESC Implementation Plan, which indicates the Contractor's intended implementation of SESC on the project including a schedule and sequence. The Environmental Health and Safety Section, upon approval of the implementation plan, will issue to the Contractor an "Authorization to Proceed with Earth Change" document, which is to be posted at the job site. This document is issued in lieu of a permit from the county. Earthwork shall not begin prior to the issuance of this Authorization. Upon receipt of the Authorization document, the Contractor may begin earth change activities.
4. See below the "Checklist for Contractor's SESC Implementation Plan" for details of the required information necessary for the Contractor to create the SESC Implementation Plan. The intent of this plan is to ensure that the Contractor has reviewed and understands the SESC provisions within the plans and specifications.
5. CHECKLIST FOR CONTRACTOR'S SOIL EROSION AND SEDIMENTATION CONTROL IMPLEMENTATION PLAN (For projects that include earth changes or disturb existing vegetation):

DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
STATE FACILITIES ADMINISTRATION, DESIGN AND CONSTRUCTION DIVISION
SOIL EROSION AND SEDIMENTATION CONTROL PROGRAM
P.O. Box 30026, Lansing, Michigan 48909

PROJECT TITLE:
PROJECT LOCATION:
PROJECT FILE NUMBER:
INDEX NUMBER:

Prior to the start of earthwork, the Contractor must submit a Soil Erosion and Sedimentation Control (SESC) Implementation Plan to the Michigan Department of Technology, Management and Budget, Soil Erosion and Sedimentation Control Program. The intent of this plan is to ensure that the Contractor has reviewed and understands the SESC provisions within the plans and specifications. The following checklist will provide Contractors with assistance in creating the SESC Implementation Plan.

The SESC Implementation Plan must include:

1. ☐ A written plan or letter demonstrating:
   - ☐ The Contractor's means and methods for the implementation of SESC provisions included within the plans and specifications and compliance with the provisions of Part 91 of PA 451 of 1994, as amended.
   - ☐ The Contractor's plan for dust control.
   - ☐ The Contractor's plan for inspection and maintenance of temporary SESCs.

2. ☐ A map, location plan, drawing, or amended copy of the Project SESC or grading plan showing:
   - ☐ The locations of any stockpiles of soil associated with the Project
   - ☐ The temporary SESC controls associated with stockpiles of soil
   - ☐ The Contractor's suggested or proposed additions or relocations of any temporary or permanent SESCs. associated with the Project plans and specifications (subject to approval by Engineer and DTMB)
   - ☐ Location of site entrances, exits and vehicle routes
   - ☐ Location of site superintendent's/project manager's site trailer or office (for SESC Inspector check-in)

3. ☐ A schedule for the installation and removal of temporary controls and the installation of permanent soil erosion and sedimentation controls in relation to the overall construction schedule.

Submit the above items to the above address.
Upon approval of the Contractor's plan, an "Authorization to Proceed with Earth Change" will be issued by DTMB, Design and Construction Division.

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 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, 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 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 Community Health 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 encountering 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 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, Safety Data Sheets (SDS), 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 IV

PROJECT SIGN FOR PROJECTS COSTING IN EXCESS OF $500,000 "RESERVED"

APPENDIX V

PREVAILING WAGE RATE SCHEDULES AND FEDERAL PROVISIONS ADDENDUM

Federal Provisions Addendum

This addendum applies to purchases that will be paid for in whole or in part with funds obtained from the federal government. The provisions below are required and the language is not negotiable. If any provision below conflicts with the State's terms and conditions, including any attachments, schedules, or exhibits to the State's Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

1. Equal Employment Opportunity

If this Contract is a "**federally assisted construction contract**" as defined in 41 CFR Part 60-1.3, and except as otherwise may be provided under 41 CFR Part 60, then during performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. Davis-Bacon Act (Prevailing Wage)

If this Contract is a **prime construction contracts** in excess of $2,000, the Contractor (and its Subcontractors) 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”), and during performance of this Contract the Contractor agrees as follows:

(1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
(2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
(3) Additionally, contractors are required to pay wages not less than once a week.

3. Copeland "Anti-Kickback" Act

If this Contract is a contract for construction or repair work in excess of $2,000 where the Davis-Bacon Act applies, the Contractor must comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled, and during performance of this Contract the Contractor agrees as follows:

(1) Contractor. The Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
(2) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA or the applicable federal awarding agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. § 5.12.

4. Contract Work Hours and Safety Standards Act

If the Contract is **in excess of $100,000** and **involves the employment of mechanics or laborers**, the Contractor must comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable, and during performance of this Contract the Contractor agrees as follows:

(1) Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. Rights to Inventions Made Under a Contract or Agreement

If the Contract is funded by a federal "funding agreement" as defined under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. Clean Air Act and the Federal Water Pollution Control Act

If this Contract is **in excess of $150,000,** the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act (33 USC 1251-1387), and during performance of this Contract the Contractor agrees as follows:

Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.

3. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.

3. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

7. Debarment and Suspension

A "contract award" (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (51 FR 6370; February 21, 1986) and 12689 (54 FR 34131; August 18, 1989), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the State. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of **$100,000 or more** shall file the required certification in Exhibit 1 – Byrd Anti-Lobbying Certification below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

9. Procurement of Recovered Materials

Under 2 CFR 200.322, Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;

2. Meeting contract performance requirements; or

3. At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

10. Additional FEMA Contract Provisions.

The following provisions apply to purchases that will be paid for in whole or in part with funds obtained from the Federal Emergency Management Agency (FEMA):

(1) Access to Records. The following access to records requirements apply to this contract:

a. The Contractor agrees to provide the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

d. In compliance with the Disaster Recovery Act of 2018, the State and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) Changes.

See the provisions regarding modifications or change notice in the Contract

Terms.

(3) DHS Seal, Logo, And Flags

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(4) Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(5) No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the State, Contractor, or any other party pertaining to any matter resulting from the Contract."

(6) Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Exhibit 1 - Byrd Anti-Lobbying Certification

Contractor must complete this certification if the purchase will be paid for in whole or in part with funds obtained from the federal government and the purchase is greater than $100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor’s Authorized Official

_____

Name and Title of Contractor’s Authorized Official

_____

Date

§ 200.322 Domestic Preferences for Procurements

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

FEDERAL FUNDED CONTRACT REGISTRATION REQUIREMENTS

Each primary contracted contractor with the DTMB must register with the Federal System for Award Management (SAM) must register prior to contract execution. The SAM website is https://sam.gov/content/home. The direct hyperlink for SAM.gov registration is https://sam.gov/content/entity-registration

The Federal government will use a Unique Entity Identifier (UEI) created in SAM.gov as the official subrecipient identifier. All primary contracted contractors with the DTMB will be required to maintain an active registration on SAM.gov. To receive payment, all primary contracted vendors need to have a Unique Entity Identifier (UEI) number and have the UEI entered in their SIGMA account. Information on the UEI and sign up can be obtained at: https://www.gsa.gov/about-us/organization/federal-acquisition-service/fas-initiatives/integrated-award-environment/iae-systems-information-kit/unique-entity-id-is-here

Contractor is to fill in and provide the following documentation for use in SLFRF reporting prior to Contract Execution for use in the reporting requirements:

Contractor's UEI _____

Contractor's Full Legal Name _____

Primary Point-of-Contact Email Address _____

Business Address _____

City Business is located _____

State Business is located _____

US Zip Code + 4 digits _____

SECTION 000110
TABLE OF CONTENTS

SECTION 024100
DEMOLITION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Selective demolition of building elements for alteration purposes.

1.02 DEFINITIONS

A. Demolish: Dismantle, raze, destroy, or wreck any building or structure or any part thereof.

B. Remove: Detach or dismantle items from existing construction and dispose of them off site, unless items are indicated to be salvaged or reinstalled.

C. Remove and Salvage: Detach or dismantle items from existing construction in a manner to prevent damage. Clean, package, label and deliver salvaged items to Owner in ready-for-reuse condition.

D. Remove and Reinstall: Detach or dismantle items from existing construction in a manner to prevent damage. Clean and prepare for reuse and reinstall where indicated.

E. Existing to Remain: Designation for existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.

PART 2 PRODUCTS -- NOT USED

PART 3 EXECUTION

3.01 DEMOLITION

A. Remove portions of the existing building as shown on the drawings.

B. Remove concrete slabs on grade for new underground plumbing.

C. Remove other items indicated, for salvage and relocation.

3.02 GENERAL PROCEDURES AND PROJECT CONDITIONS

A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
   1. Obtain required permits.
   2. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
   3. Provide, erect, and maintain temporary barriers and security devices.
   4. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
   5. Conduct operations to minimize obstruction of public and private entrances and exits. Do not obstruct required exits at any time. Protect persons using entrances and exits from removal operations.

B. Do not begin removal until receipt of notification to proceed from Owner.

C. Protect existing structures and other elements to remain in place and not removed.
   1. Provide bracing and shoring.
   2. Prevent movement or settlement of adjacent structures.
   3. Stop work immediately if adjacent structures appear to be in danger.

D. Minimize production of dust due to demolition operations. Do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.

E. Hazardous Materials:

1. If hazardous materials are discovered during removal operations, stop work and notify Architect and Owner; hazardous materials include regulated asbestos containing materials, lead, PCBs, and mercury.

3.03 EXISTING UTILITIES

A. Protect existing utilities to remain from damage.

B. Do not disrupt public utilities without permit from authority having jurisdiction.

C. Do not close, shut off, or disrupt existing life safety systems that are in use without at least 7 days prior written notification to Owner.

D. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least 3 days prior written notification to Owner.

E. Locate and mark utilities to remain; mark using highly visible tags or flags, with identification of utility type; protect from damage due to subsequent construction, using substantial barricades if necessary.

F. Remove exposed piping, valves, meters, equipment, supports, and foundations of disconnected and abandoned utilities.

3.04 SELECTIVE DEMOLITION FOR ALTERATIONS

A. Existing construction and utilities indicated on drawings are based on casual field observation and existing record documents only.
   1. Verify construction and utility arrangements are as indicated.
   2. Report discrepancies to Architect before disturbing existing installation.
   3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.

B. Separate areas in which demolition is being conducted from areas that remain occupied.
   1. Provide, erect, and maintain temporary dustproof partitions.

C. Remove existing work as indicated and required to accomplish new work.
   1. Remove items indicated on drawings.

D. Services including, but not limited to, HVAC, Plumbing, Fire Protection, and Electrical: Remove existing systems and equipment as indicated.
   1. Maintain existing active systems to remain in operation, and maintain access to equipment and operational components.
   2. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
   3. Verify that abandoned services serve only abandoned facilities before removal.
   4. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings. Remove back to source of supply where possible, otherwise cap stub and tag with identification.

E. Protect existing work to remain.
   1. Prevent movement of structure. Provide shoring and bracing as required.
   2. Perform cutting to accomplish removal work neatly and as specified for cutting new work.
   3. Repair adjacent construction and finishes damaged during removal work.
   4. Patch to match new work.

3.05 DEBRIS AND WASTE REMOVAL

A. Remove debris, junk, and trash from site.

B. Leave site in clean condition, ready for subsequent work.

C. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION

SECTION 042000
UNIT MASONRY

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Concrete block.

B. Mortar and grout.

C. Reinforcement and anchorage.

D. Lintels.

1.02 SUBMITTALS

A. Product Data: Provide data for masonry units, fabricated wire reinforcement, mortar, and masonry accessories.

PART 2 PRODUCTS

2.01 CONCRETE MASONRY UNITS

A. Concrete Block: Comply with referenced standards and as follows:
   1. Size: Standard units with nominal face dimensions of 16 by 8 inches and nominal depths as indicated on drawings for specific locations.
   2. Nonloadbearing Units: ASTM C129.
      a. Hollow block, as indicated.
      b. Normal weight.

2.02 MORTAR AND GROUT MATERIALS

A. Masonry Cement: ASTM C91/C91M, Type N.

B. Portland Cement: ASTM C150/C150M, Type I.

C. Hydrated Lime: ASTM C207, Type S.

D. Mortar Aggregate: ASTM C144.

E. Grout Aggregate: ASTM C404.

F. Water: Clean and potable.

2.03 REINFORCEMENT AND ANCHORAGE

A. Reinforcing Steel: ASTM A615/A615M, Grade 40 (40,000 psi), deformed billet bars; galvanized.

B. Single Wythe Joint Reinforcement: ASTM A951/A951M.
   1. Type: Truss or ladder.
   2. Material: ASTM A1064/A1064M steel wire, mill galvanized to ASTM A641/A641M Class 3.
   3. Size: 0.1483 inch side rods with 0.1483 inch cross rods; width as required to provide not less than 5/8 inch of mortar coverage on each exposure.

2.04 LINTELS

A. Masonry: [CMU with (2) #4 rebar].

2.05 MORTAR AND GROUT MIXING

A. Mortar for Unit Masonry: ASTM C270, using the Proportion Specification.
   1. Interior, non-loadbearing masonry: Type O.

B. Grout: ASTM C476; consistency required to fill completely volumes indicated for grouting; fine grout for spaces with smallest horizontal dimension of 2 inches or less; coarse grout for spaces with smallest horizontal dimension greater than 2 inches.

C. Mixing: Use mechanical batch mixer and comply with referenced standards.

PART 3 EXECUTION

3.01 COURSING

A. Establish lines, levels, and coursing indicated. Protect from displacement.

B. Maintain masonry courses to uniform dimension. Form vertical and horizontal joints of uniform thickness.

C. Concrete Masonry Units:
   1. Bond: Running, align with existing.
   2. Coursing: One unit and one mortar joint to equal 8 inches.
   3. Mortar Joints: Concave.

3.02 PLACING AND BONDING

A. Lay hollow masonry units with face shell bedding on head and bed joints.

B. Remove excess mortar and mortar smears as work progresses.

C. Interlock intersections and external corners.

D. Perform job site cutting of masonry units with proper tools to provide straight, clean, unchipped edges. Prevent broken masonry unit corners or edges.

E. Isolate top joint of masonry partitions from horizontal structural framing members and slabs or decks with compressible joint filler.

3.03 REINFORCEMENT AND ANCHORAGE - GENERAL AND SINGLE WYTHE MASONRY

A. Unless otherwise indicated on drawings or specified under specific wall type, install horizontal joint reinforcement 16 inches on center.

B. Place masonry joint reinforcement in first and second horizontal joints above and below openings. Extend minimum 16 inches each side of opening.

C. Place continuous joint reinforcement in first and second joint below top of walls.

3.04 LINTELS

A. Install reinforced unit masonry lintels over openings where steel or precast concrete lintels are not scheduled.
   1. Openings to 42 inches: Place two, No. 4 reinforcing bars 1 inch from bottom web.
   2. Place and consolidate grout fill without displacing reinforcing.
   3. Allow masonry lintels to attain specified strength before removing temporary supports.

B. Maintain minimum 4 inch bearing on each side of opening.

3.05 GROUTED COMPONENTS

A. Reinforce bond beams with 2, No. 4 bars, 1 inch from bottom web.

B. Lap splices minimum 24 bar diameters.

C. Support and secure reinforcing bars from displacement. Maintain position within 1/2 inch of dimensioned position.

D. Place and consolidate grout fill without displacing reinforcing.

3.06 BUILT-IN WORK

A. As work progresses, install built-in metal door frames and other items to be built into the work and furnished under other sections.

B. Install built-in items plumb, level, and true to line.

C. Bed anchors of metal door frames in adjacent mortar joints. Fill frame voids solid with grout.
   1. Fill adjacent masonry cores with grout minimum 12 inches from framed openings.

3.07 TOLERANCES

A. Maximum Variation From Unit to Adjacent Unit: 1/16 inch.

B. Maximum Variation from Plane of Wall: 1/4 inch in 10 ft and 1/2 inch in 20 ft or more.

C. Maximum Variation from Plumb: 1/4 inch per story non-cumulative; 1/2 inch in two stories or more.

D. Maximum Variation from Level Coursing: 1/8 inch in 3 ft and 1/4 inch in 10 ft; 1/2 inch in 30 ft.

E. Maximum Variation of Mortar Joint Thickness: Head joint, minus 1/4 inch, plus 3/8 inch.

3.08 CLEANING

A. Remove excess mortar and mortar droppings.

B. Replace defective mortar. Match adjacent work.

C. Clean soiled surfaces with cleaning solution.

END OF SECTION

SECTION 079200
JOINT SEALANTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Nonsag gunnable joint sealants.

B. Joint backings and accessories.

1.02 SUBMITTALS

A. Product Data: Submit manufacturer's technical datasheets for each product to be used; include the following:
   1. Physical characteristics, including movement capability, VOC content, hardness, cure time, and color availability.
   2. List of backing materials approved for use with the specific product.
   3. Backing material recommended by sealant manufacturer.
   4. Substrates that product is known to satisfactorily adhere to and with which it is compatible.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Nonsag Sealants:
   1. Master Builders Solutions: www.master-builders-solutions.com/en-us/#sle.
   2. Pecora Corporation: www.pecora.com/#sle.
   3. Sika Corporation: usa.sika.com/#sle.

2.02 JOINT SEALANT APPLICATIONS

A. Scope:
   1. Interior Joints:
      a. Masonry to masonry joints.
      b. Masonry to hollow metal door frames.
      c. Masonry to stainless steel plumbing fixtures, countertops, and shelving.

B. Interior Joints: Use nonsag polyurethane sealant, unless otherwise indicated.
   1. Wall, Ceiling, and Floor Joints Where Tamper-Resistance is Required: Non-sag tamper-resistant silyl-terminated polyurethane sealant.

C. Interior Wet Areas: kitchens and food processing areas; fixtures in wet areas include plumbing fixtures, countertops, and other similar items.
   1. Mildew resistant silicone sealant; FDA compliant.

D. Areas Where Tamper-Resistance is Required: As indicated on drawings.

2.03 JOINT SEALANTS - GENERAL

2.04 NONSAG JOINT SEALANTS

A. Mildew-Resistant Silicone Sealant: ASTM C920, Grade NS, Uses M and A; single component, mildew resistant; not expected to withstand continuous water immersion or traffic.
   1. Color: Clear.
   2. ASTM C 920, Type S, Grade NS, Class 25, Use NT.
   3. NSF ANSI 51 for all food contact types .
   4. FDA compli

B. Tamper-Resistant Polyurethane Sealant: ASTM C920, Grade NS, Uses M, G, and A; single or multicomponent; not expected to withstand continuous water immersion or traffic.
   1. Movement Capability: Plus and minus 12-1/2 percent, minimum.
   2. Hardness Range: 50 to 60, Shore A, when tested in accordance with ASTM C661.

3. Color: To be selected by Architect from manufacturer's standard range.

2.05 ACCESSORIES

A. Sealant Backing Rod, Closed-Cell Type:
   1. Cylindrical flexible sealant backings complying with ASTM C1330 Type C.

B. Backing Tape: Self-adhesive polyethylene tape with surface that sealant will not adhere to and recommended by tape and sealant manufacturers for specific application.

C. Primers: Type recommended by sealant manufacturer to suit application; nonstaining.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that joints are ready to receive work.

B. Verify that backing materials are compatible with sealants.

3.02 PREPARATION

A. Remove loose materials and foreign matter that could impair adhesion of sealant.

B. Clean joints, and prime as necessary, in accordance with manufacturer's instructions.

C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.

D. Mask elements and surfaces adjacent to joints from damage and disfigurement due to sealant work; be aware that sealant drips and smears may not be completely removable.

3.03 INSTALLATION

A. Install this work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.

B. Provide joint sealant installations complying with ASTM C1193.

C. Install bond breaker backing tape where backer rod cannot be used.

D. Install sealant free of air pockets, foreign embedded matter, ridges, and sags, and without getting sealant on adjacent surfaces.

E. Do not install sealant when ambient temperature is outside manufacturer's recommended temperature range, or will be outside that range during the entire curing period, unless manufacturer's approval is obtained and instructions are followed.

F. Nonsag Sealants: Tool surface concave, unless otherwise indicated; remove masking tape immediately after tooling sealant surface.

END OF SECTION

SECTION 081113
HOLLOW METAL DOORS AND FRAMES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Detention security hollow metal doors and frames.

1.02 RELATED REQUIREMENTS

A. Section 087100 - Door Hardware.

B. Section 088000 - Glazing: Glass for doors and borrowed lites.

1.03 SUBMITTALS

A. Product Data: Materials and details of design and construction, hardware locations, reinforcement type and locations, anchorage and fastening methods, and finishes.

B. Shop Drawings: Details of each opening, showing elevations, glazing, frame profiles, and any indicated finish requirements.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Detention Security Hollow Metal Doors and Frames:
   1. AMBICO Limited: www.ambico.com/#sle.
   2. Fleming Door Products, an Assa Abloy Group company: www.assaabloydss.com/#sle.
   3. Republic Doors, an Allegion brand: www.republicdoor.com/#sle.
   4. Security Metal Products Corporation, an Assa Abloy Group company: www.assaabloydss.com/#sle.

2.02 PERFORMANCE REQUIREMENTS

A. Requirements for Hollow Metal Doors and Frames:
   1. Steel Sheet: Comply with one or more of the following requirements; galvannealed steel complying with ASTM A653/A653M, cold-rolled steel complying with ASTM A1008/A1008M, or hot-rolled pickled and oiled (HRPO) steel complying with ASTM A1011/A1011M, commercial steel (CS) Type B, for each.
   2. Accessibility: Comply with ICC A117.1 and ADA Standards.
   3. Glazed Lights: Non-removable stops on non-secure side; sizes and configurations as indicated on drawings. Style: Manufacturer's standard.
   4. Hardware Preparations, Selections and Locations: Comply with NAAMM HMMA 830 and NAAMM HMMA 831 or BHMA A156.115 and ANSI/SDI A250.8 (SDI-100) in accordance with specified requirements.

B. Combined Requirements: If a particular door and frame unit is indicated to comply with more than one type of requirement, comply with the specified requirements for each type; for instance, an exterior door that is also indicated as being sound-rated must comply with the requirements specified for exterior doors and for sound-rated doors; where two requirements conflict, comply with the most stringent.

2.03 HOLLOW METAL DOORS

A. Detention Security Doors; Interior:
   1. Based on SDI Standards: ANSI/SDI A250.8 (SDI-100).
      a. Level 4 - Maximum-duty.
      b. Physical Performance Level A, 1,000,000 cycles; in accordance with ANSI/SDI A250.4.
      c. Model 2 - Seamless.
      d. Door Face Metal Thickness: 14 gauge, 0.067 inch, minimum.

e. Zinc Coating: A60/ZF180 galvannealed coating; ASTM A653/A653M.

2. Door Core Material: 20 gauge stiffeners spot welded at 6-inch on center with thermafiber insulation.
3. Door Thickness: 1-3/4 inch.
4. Door Face Sheets: Flush with glazing.
5. Door Finish: Factory primed and field finished.
6. Hinge Rail and Reinforcement: Non-beveled edge, reinforced with continuous steel channel, 12 gauge, 0.093 inch minimum metal thickness, welded at 5 inch on center maximum, and compatible with 4-1/2 inch full mortise template and continuous geared hinges.

2.04 HOLLOW METAL FRAMES

A. Comply with standards and/or custom guidelines as indicated for corresponding door in accordance with applicable door frame requirements.

B. Detention Security-Resistant Door Frames: With same security resistance as door; full profile/continuously welded construction, ground smooth, fully prepared and reinforced for hardware installation.
   1. Frame Metal Thickness: 12 gauge, 0.093 inch, minimum.
   2. Frame Finish: Factory primed and field finished.
   3. Anchors: Masonry type, 3 per side.

2.05 FINISHES

A. Primer: Rust-inhibiting, complying with ANSI/SDI A250.10, door manufacturer's standard.

B. Bituminous Coating: Cold-applied asphalt mastic, compounded for 15 mil, 0.015 inch dry film thickness (DFT) per coat; provide inert-type noncorrosive compound free of asbestos fibers, sulfur components, and other deleterious impurities.

2.06 ACCESSORIES

A. Door Window Frames: Door window frames with glazing securely fastened within door opening.
   1. Frame Material: 18 gauge, 0.0478 inch, galvanized steel.
   2. Metal Finish: Beige polyester powder coating.
   3. Glazing: 1/4 inch thick, wired glass, in compliance with requirements of authorities having jurisdiction.

B. Glazing: As specified in Section 088000.

C. Grout for Frames: Mortar grout complying with ASTM C476 with maximum slump of 4 inches as measured in accordance with ASTM C143/C143M for hand troweling in place; plaster grout and thinner pumpable grout are prohibited.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify existing conditions before starting work.

B. Verify that opening sizes and tolerances are acceptable.

C. Verify that finished walls are in plane to ensure proper door alignment.

3.02 INSTALLATION

A. Install doors and frames in accordance with manufacturer's instructions and related requirements of specified door and frame standards or custom guidelines indicated.

B. Coordinate frame anchor placement with wall construction.

C. Grout frames in masonry construction, using hand trowel methods; brace frames so that pressure of grout before setting will not deform frames.

D. Install door hardware as specified in Section 087100.

E. Touch up damaged factory finishes.

3.03 TOLERANCES

A. Clearances Between Door and Frame: Comply with related requirements of specified frame standards or custom guidelines indicated in accordance with SDI 117 or NAAMM HMMA 861.

B. Maximum Diagonal Distortion: 1/16 inch measured with straight edge, corner to corner.

END OF SECTION

SECTION 087100
DOOR HARDWARE

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Hardware for hollow metal doors.

1.02 RELATED REQUIREMENTS

A. Section 081113 - Hollow Metal Doors and Frames.

1.03 ADMINISTRATIVE REQUIREMENTS

A. Coordinate the manufacture, fabrication, and installation of products that door hardware is installed on.

B. Furnish templates for door and frame preparation to manufacturers and fabricators of products requiring internal reinforcement for door hardware.

1.04 SUBMITTALS

A. Product Data: Manufacturer's catalog literature for each type of hardware, marked to clearly show products to be furnished for this project, and includes construction details, material descriptions, finishes, and dimensions and profiles of individual components.

B. Shop Drawings - Door Hardware Schedule: Submit detailed listing that includes each item of hardware to be installed on each door. Use door numbering scheme as included in Contract Documents.
   1. Provide complete description for each door listed.

1.05 WARRANTY

A. Manufacturer's Warranty: Provide warranty against defects in material and workmanship for period indicated. Complete forms in Owner's name and register with manufacturer.
   1. Closers: Five years, minimum.
   2. Locksets and Cylinders: Three years, minimum.

PART 2 PRODUCTS

2.01 DESIGN AND PERFORMANCE CRITERIA

A. Provide specified door hardware as required to make doors fully functional, compliant with applicable codes, and secure to extent indicated.

B. Provide individual items of single type, of same model, and by same manufacturer.

C. Provide door hardware products that comply with the following requirements:
   1. Applicable provisions of federal, state, and local codes.
   2. Accessibility: ADA Standards and ICC A117.1.

D. Fasteners:
   1. Provide fasteners of proper type, size, quantity, and finish that comply with commercially recognized standards for proposed applications.
      a. Aluminum fasteners are not permitted.
      b. Provide tamper resistant fasteners with heads finished to match door surface hardware unless otherwise indicated.

2.02 HINGES

A. Manufacturers:
   1. McKinney; an Assa Abloy Group company: www.assaabloydss.com/#sle.
   2. Hager Companies: www.hagerco.com/#sle.
   3. Ives, an Allegion brand: www.allegion.com/us/#sle.

B. Hinges: Comply with BHMA A156.1, Grade 1.
   1. Provide hinges on every swinging door.
   2. Provide five-knuckle ball bearing full mortise butt hinges unless otherwise indicated.
   3. Provide non-removable pins.
   4. Provide following quantity of butt hinges for each door:
      a. Doors From 60 inches High up to 90 inches High: Three hinges.

2.03 MORTISE LOCKS

A. Manufacturers: Match existing.

B. Mortise Locks: Comply with BHMA A156.13, Grade 1, Security, 1000 Series.
   1. Function: Single cylinder deadbolt with inside active lever.
      a. Basis of Design Product: Schlage; L9464 with XL11-886 option.
   2. Lever Set and Trim: Match existing.
   3. Latchbolt Throw: 3/4 inch, minimum.
   4. Deadbolt Throw: 1 inch, minimum.
   5. Backset: 2-3/4 inch unless otherwise indicated.
   6. Strikes: Provide manufacturer's standard strike for each latchset or lockset with strike box and curved lip extending to protect frame in compliance with indicated requirements.
      a. Function: Monitoring strike, coordinate and tie into Owner's security system.
      b. Basis-of-Design Product: Secuirty Door Controls (SDC); MS-19.
      c. Finish: To match lock or latch.

2.04 CLOSERS

A. Manufacturers; Concealed - Overhead:
   1. dormakaba; Architectural Hardware ITS96 Series and ; Architectural Hardware RTS88 Series: www.dormakaba.com/#sle.

B. Closers: Comply with BHMA A156.4, Grade 1.
   1. Type: Concealed, overhead mounted.

2.05 ARMOR PLATES

A. Manufacturers:
   1. Hiawatha, Inc, an Activar Construction Products Group company: www.activarcpg.com/hiawatha/#sle.
   2. Ives, an Allegion brand: www.allegion.com/us/#sle.
   3. Rockwood: www.rockwoodmfg.com.
   4. Trimco: www.trimcohardware.com/#sle.

B. Armor Plates: Provide on bottom half of push side of doors that require protection from objects moving through openings that may damage door surface.
   1. Size: 30 inch high by 1-1/2 inch less door width (LDW) on pull side and 2 inch LDW on push side of door.

2.06 FINISHES

A. Finishes: Provide door hardware of same finish, unless otherwise indicated; match existing.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that doors and frames are ready to receive this work; labeled, fire-rated doors and frames are properly installed, and dimensions are as indicated on shop drawings.

3.02 INSTALLATION

A. Install hardware in accordance with manufacturer's instructions and applicable codes.

B. Use templates provided by hardware item manufacturer.

C. Door Hardware Mounting Heights: Distance from finished floor to center line of hardware item. As indicated in following list; unless noted otherwise in Door Hardware Schedule or on drawings.
   1. For Steel Doors and Frames: Install in compliance with DHI (LOCS) recommendations.

3.03 ADJUSTING

A. Adjust hardware for smooth operation.

B. Adjust gasketing for complete, continuous seal; replace if unable to make complete seal.

END OF SECTION

SECTION 088000
GLAZING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Glazing units.

B. Glazing compounds.

1.02 RELATED REQUIREMENTS

A. Section 081113 - Hollow Metal Doors and Frames: Glazed lites in doors.

1.03 SUBMITTALS

A. Product Data on Glazing Unit Glazing Types: Provide structural, physical and environmental characteristics, size limitations, special handling and installation requirements.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Wired Glass Manufacturers:
   1. GGI - General Glass International; _____: www.generalglass.com/#sle.

2.02 GLASS MATERIALS

A. Float Glass: Provide float glass based glazing unless otherwise indicated.
   1. Safety Wired Glass Type: ASTM C1036, Type II - Wired Flat Glass, Quality - Q5, complying with ANSI Z97.1 - Class B, or 16 CFR 1201 - Category I impact test requirements, and with color and performance characteristics as indicated.

2.03 GLAZING UNITS

A. Wired Glass: Flat glass with embedded wire mesh.
   1. Applications: Locations as indicated on drawings.
   2. Form: Form 1 - Wired glass, polished both sides; ASTM C1036.
   3. Mesh: M1 - Diamond; ASTM C1036.
   4. Pattern and Finish: P1 - Linear, F1 - Patterned one side; ASTM C1036.
   5. Tint: Clear, Class 1.
   6. Glass Type: Annealed.
   7. Thickness: 3/8 inch, nominal.
   8. Glazing Method: Dry glazing method, tape and tape.

2.04 ACCESSORIES

A. Setting Blocks: Silicone, with 80 to 90 Shore A durometer hardness; ASTM C864 Option II. Length of 0.1 inch for each square foot of glazing or minimum 4 inch by width of glazing rabbet space minus 1/16 inch by height to suit glazing method and pane weight and area.

B. Glazing Tape, Back Bedding Mastic Type: Preformed, butyl-based, 100 percent solids compound with integral resilient spacer rod applicable to application indicated; 5 to 30 cured Shore A durometer hardness; coiled on release paper; black color.

PART 3 EXECUTION

3.01 VERIFICATION OF CONDITIONS

A. Verify that openings for glazing are correctly sized and within tolerances, including those for size, squareness, and offsets at corners.

B. Verify that surfaces of glazing channels or recesses are clean, free of obstructions that may impede moisture movement, weeps are clear, and support framing is ready to receive glazing system.

3.02 PREPARATION

A. Clean contact surfaces with appropriate solvent and wipe dry within maximum of 24 hours before glazing. Remove coatings that are not tightly bonded to substrates.

B. Seal porous glazing channels or recesses with substrate compatible primer or sealer.

C. Prime surfaces scheduled to receive sealant where required for proper sealant adhesion.

3.03 INSTALLATION, GENERAL

A. Install glazing in compliance with written instructions of glass, gaskets, and other glazing material manufacturers, unless more stringent requirements are indicated, including those in glazing referenced standards.

B. Do not exceed edge pressures around perimeter of glass lites as stipulated by glass manufacturer.

3.04 INSTALLATION - DRY GLAZING METHOD (TAPE AND TAPE)

A. Application - Interior Glazed: Set glazing infills from the interior of the building.

B. Cut glazing tape to length and set against permanent stops, projecting 1/16 inch above sight line.

C. Place setting blocks at 1/4 points with edge block no more than 6 inch from corners.

D. Rest glazing on setting blocks and push against tape for full contact at perimeter of pane or unit.

E. Place glazing tape on free perimeter of glazing in same manner described above.

F. Install removable stop without displacement of tape. Exert pressure on tape for full continuous contact.

G. Carefully trim protruding tape with knife.

3.05 CLEANING

A. Remove excess glazing materials from finish surfaces immediately after application using solvents or cleaners recommended by manufacturers.

B. Remove nonpermanent labels immediately after glazing installation is complete.

C. Clean glass and adjacent surfaces after sealants are fully cured.

D. Clean glass on both exposed surfaces not more than 4 days prior to Date of Substantial Completion in accordance with glass manufacturer's written recommendations.

END OF SECTION

SECTION 095421
– LINEAR METAL PAN CEILINGS

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:
   1. Tamperproof metal ceiling panels.
   2. Exposed suspension system.
   3. Perimeter trim.

1.02 SUBMITTALS

A. Product Data: Submit manufacturer's technical data for each type of acoustical ceiling unit and suspension system required.

B. Samples: Minimum 6-inch x 6-inch samples of specified acoustical panel; 8-inch-long samples of exposed wall molding and suspension system, including main runner and 4-foot cross tees.

C. Shop Drawings: Layout and details of acoustical ceilings show locations of items that are to be coordinated with or supported by the ceilings.

1.03 QUALITY ASSURANCE

A. Single-Source Responsibility: Provide acoustical panel units and grid components by a single manufacturer.

B. B. Fire Performance Characteristics: Identify acoustical ceiling components with appropriate markings of applicable testing and inspecting organization.
   1. 1. Surface Burning Characteristics: ASTM E 84 and complying with ASTM E 1264 Classification.

C. Acoustic Panels: As with other architectural features located at the ceiling, may obstruct, or skew the planned fire sprinkler water distribution pattern through possibly delay or accelerate the activation of the sprinkler or fire detection systems by channeling heat from a fire either toward or away from the device. Designers and installers are advised to consult a fire protection engineer, NFPA 13, or their local codes for guidance where automatic fire detection and suppression systems are present.

D. Coordination of Work: Coordinate acoustical ceiling work with installers of related work including, but not limited to building insulation, gypsum board, light fixtures, mechanical systems, electrical systems, and sprinklers.

1.04 DELIVERY, STORAGE AND HANDLING

A. Deliver acoustical ceiling units to project site in original, unopened packages and store them in a fully enclosed space where they will be protected against damage from moisture, direct sunlight, surface contamination, and other causes.

B. Before installing acoustical ceiling units, permit them to reach room temperature and a stabilized moisture content.

C. Handle acoustical ceiling units carefully to avoid chipping edges or damaged units in any way.

1.05 WARRANTY

A. Acoustical Panel: Submit a written warranty executed by the manufacturer, agreeing to repair or replace panels that fail within the warranty period. Failures include, but are not limited to the following:
   1. Acoustical Panels: Sagging and warping
   2. Grid System: Rusting and manufacturer's defects.

B. Warranty Period:

1. Acoustical Metal panels: One (1) year from date of substantial completion
2. Grid: One (1) year from date of substantial completion

C. The Warranty shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and will be in addition to and run concurrent with other warranties made by the Contractor under the requirements of the Contract Documents.

PART 2 – PRODUCTS

2.01 MANUFACTURERS

A. Metal Ceiling Panels:
1. Armstrong World Industries, Inc.

B. Suspension Systems:
1. Armstrong World Industries, Inc.

2.02 ACOUSTICAL CEILING UNITS

A. Linear Metal Ceiling Panels:
1. Surface Texture: Smooth.
2. Composition: Electrogalvanized 16 gauge galvanized steel with postproduction powder coated paint finish.
3. Color: White (WH).
4. Size: 12-inch widths, up to 12 foot lengths.
5. Edge Profile: Screw In Concealed Locking (tested to withstand 960 – 3100 lbs. of force).
6. Perforation Option: Perforated-P5.
7. Noise Reduction Coefficient(NRC): ASTM C 423; Classified with UL label on product carton, perforated with optional fiberglass infill item #8200100 – 0.80.
8. Flame Spread: ASTM E 1264; Class A (FM).
9. Light Reflectance: ASTM E 1477; White Panel: Light Reflectance: (unperforated - 0.75).
10. Dimensional Stability: Standard.
11. Acceptable Product: MetalWorks SecureLock Plus as manufactured by Armstrong World Industries.

B. Panel Accessories:
1. 1” Fiberglass Infill Panel, Item# 8200T10.

C. Suspension System:
1. Edge Moldings: Metal or stainless steel of types and profiles indicated or, if not indicated, manufacturer's standard moldings for edges and penetrations, including light fixtures, that fit type of edge detail and suspension system indicated.
2. Accessories:
   a. SecureLock Plus Hold Down Clips; Item# 5595
   b. C Channel; 14-gauge, Item# 5397WH
   c. Midspan Strut; Item# 5593WH
   d. Z Clips; 14-gauge, Item# 5599
   e. Fasteners: Tamper resistant.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Do not proceed with installation until all wet work such as concrete, terrazzo, plastering and painting has been completed and thoroughly dried out, unless expressly permitted by manufacturer's printed recommendations.

3.02 PREPARATION

A. Measure each ceiling area and establish layout of acoustical units to balance border widths at opposite edges of each ceiling. Avoid use of less than half width units at borders and comply with reflected ceiling plans. Coordinate panel layout with mechanical and electrical fixtures.

3.03 INSTALLATION

A. Install suspension system and panels in compliance with ASTM C636, with the authorities having jurisdiction, and in accordance with the manufacturer's installation instructions:
   1. MetalWorks SecureLock Plus Installation Instructions, LA-297583
   2. MetalWorks Cutting Instructions, LA-295518

B. Install wall moldings at intersection of suspended ceiling and vertical surfaces. Miter corners where wall moldings intersect or install corner caps.

C. Follow the instructions found in "MetalWorks SecureLock Plus Installation Instructions", LA-297583 for border treatment of the MetalWorks SecureLock Plus panels. The face of the suspension system rests directly on the molding or trim flange.

D. Installation consideration: For a 12- or 16-gauge plank system, the perimeter connection must support a 3000 lb. upward load applied anywhere along the panel edge within 3 inches of the perimeter channel.

3.04 ADJUSTING AND CLEANING

A. Replace damaged and broken panels.

B. Clean exposed surfaces of ceilings panels, including trim, edge moldings, and suspension members. Comply with manufacturer's instructions for cleaning and touch up of minor finish damage. Remove and replace work that cannot be successfully cleaned and repaired to permanently eliminate evidence of damage.

END OF SECTION

SECTION 096723
RESINOUS FLOORING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Resinous floor systems and integral cove base.

1.02 SUBMITTALS

A. Product Data:
   1. Manufacturer's data sheets on each product to be used, including properites, VOC content, wet static coefficient of friction, compressive strength, tensile strength, eloongation and similar properties.
   2. Preparation instructions and recommendations.
   3. Storage and handling requirements and recommendations.
   4. Typical installation methods.

B. Verification Samples: Two representative units of each system, including color and texture.

C. Care and Maintenance Instructions: Submit manufacturer’s care and maintenance instructions, including cleaning instructions.

1.03 QUALITY ASSURANCE

A. Applicator’s Qualifications:
   1. Applicator regularly engaged, for a minimum of 5 years, in application of resinous flooring systems of similar type to that specified.
   2. Employ persons trained for application of resinous flooring systems.

B. Source Limitations: Provide each type of product from a single manufacturing source to ensure uniformity.

1.04 DELIVERY, STORAGE, AND HANDLING

A. Delivery Requirements: Deliver materials to site in manufacturer’s original, unopened containers and packaging, with labels clearly identifying product name, manufacturer, and batch number.

B. Storage and Handling Requirements:
   1. Store and handle materials in accordance with manufacturer’s instructions.
   2. Keep materials in manufacturer’s original, unopened containers and packaging until application.
   3. Store materials in clean, dry area indoors between 65 and 80 degrees Fahrenheit.
   4. Store materials out of direct sunlight.
   5. Keep materials from freezing.
   6. Protect materials during storage, handling, and application to prevent contamination or damage.

1.05 PROJECT CONDITIONS

A. Apply flooring system under the following ambient conditions:
   1. Ambient and Concrete Floor Temperatures: Between 65 and 85 degrees Fahrenheit.
   2. Material Temperature: Between 65 and 85 degrees Fahrenheit.
   3. Relative Humidity: Maximum 80 percent.
   4. Dew Point: Floor temperature more than 5 degrees over dew point.

B. Do not apply flooring system under ambient conditions outside manufacturer’s limits.

1.06 WARRANTY

A. Submit manufacturer’s standard warranty.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Acceptable Manufacturer: The Sherwin-Williams High Performance Flooring, 866-540-1299 swflooring@sherwin.com Website: https://industrial.sherwin-williams.com/na/us/en/resin-flooring.html

B. Requests for substitutions will be considered.

2.02 SHERWIN-WILLIAMS HPF, RESUFLOR DECO QUARTZ DB23

A. Resuflor Deco Quartz DB23.
   1. First Broadcast Coat with decorative quartz broadcast: Resuflor MPE, 10-12 mils.
   2. Second Broadcast Coat with decorative quartz broadcast: Resuflor MPE, 15 mils.
   3. Grout Coat: Resuflor UVE, 15 mils.
   4. Topcoat: Resutile HTS 100, 3 mils.
   5. Color: As selected by Architect from manufacturer's full range.

2.03 SYSTEM PROPERTIES

A. Tennant Quartz DB
   1. Abrasion Resistance, Taber Abraser CS-17 Taber Abrasion Wheel, 1,000 gram load, 1,000 revolutions, ASTM D4060, 18 mg/loss
   2. Adhesion to Concrete, psi MPa, ASTM D4541, 450 3.10 (concrete failed)
   3. Adhesion to Concrete, psi MPa, ASTM D7234, 732 4.48 (concrete failed)
   4. Coefficient of Friction-COF, James Friction Tester, ASTM D2047, 0.63
   5. Coefficient of Friction-Wet Static, BOT 3000, ANSI/NFSI B101.1, 0.94
   6. Compressive Strength, psi MPa, ASTM D695, 13,500 93.079
   7. Flammabilitymm/min, ASTM D635, 7.17 inch/min
   8. König Hardness, ASTM D22540, 171.3
   9. Shore D hardness, ASTM D2240, 80-85 @ 0 sec | 75-80 @ 15 sec
   10. Sward Hardness (1mil flim), ASTM D2240, 30-40
   11. Tensile Strength, psi MPa, ASTM D2370, 8,000 55.158
   12. Percent Elongation (resin only), ASTM D2370, 6%
   13. Volatile Organic Compound, VOC,lb/gal g/l, ASTM D3960, Resuflor MPE A+B= 0.41 49 Resuflor UVE A+B=0.67 81 Resutile HTS 100 A+B+C=0.05 6
   14. Water Absorption (24 hours0, ASTM D570, 0.2% weight increase

2.04 PRODUCT PROPERTIES

A. Resuflor MPE: A neutral, two-component, high solids epoxy.
   1. Percent Solids, by weight (by volume), ASTM D1475, A + B: 95.45 (94.56).
   2. Volatile Organic Compound-VOC, ASTM D3960, Mixed A + B: 0.41 lb./gal (49 g/L).
   3. Abrasion Resistance, mg loss, Taber Abraser, C-17 Taber Abrasion Wheel, 1,000 gram load, 1,000 revolutions, ASTM D4060: 83.1.
   4. Coefficient of Friction-COF, James Friction Tester, ASTM D2047: 0.59-0.62.
   5. Adhesion to Concrete, ASTM D5441: 732 psi concrete failed.
   6. Adhesion to Concrete, ASTM D7234: 450 psi concrete failed.
   7. Compressive Strength, ASTM D695: 13,500 psi.
   8. Tensile Strength, ASTM D2370: 8,000 psi.
   9. Percent Elongation, ASTM D2370: 5.
   10. Shor D Hardness, ASTM D2240: 80-85 @ 0 sec, 75-80 @ 15 sec.

B. Resuflor UVE: A two-component, high solids, UV resistant epoxy.
   1. Percent Solids, by weight (by volume), ASTM D2369, A + B: 92.60 (92.11).
   2. Volatile Organic Compound-VOC, ASTM D3960, A + B: 0.67 lb./gal (81 g/L).

3. Abrasion Resistance, mg loss, Taber Abraser, C-17 Taber Abrasion Wheel, 1,000 gram load, 1,000 revolutions, ASTM D4060: 80-90.
4. Coefficient of Friction-COF, James Fricion Tester, ASTM D2047: 0.59-0.62.
5. Compressive Strength, ASTM D69: 13,500 psi.
6. Tensile Strength, ASTM D2370: 8,000 psi.
7. Present Elongation, ASTM D2370: 5.
8. Shore D Hardness, ASTM D2240: 80-85 @ 0 sec, 70-85 @ 15 sec.

C. Resutile HTS 100: A clear high solids, three-component, satin finish, aliphatic, moisture-cure urethane.
1. Percent Solids, by weight (by volume), ASTM D2369, A + B + C: 94.02 (92.57).
2. Volatile Organic Compound-VOC, ASTM D3960, Mixed A + B + C: 0.05 lb/gal (6 g/L).
3. Abrasion Resistance, mg loss, Taber Abraser, C-17 Taber Abrasion Wheel, 1,000 gram load, 1,000 revolutions, ASTM D4060: 18.
4. Coefficient of Friction-COF, James Friction Tester, ASTM D2047: 0.63.
5. Wet Static Coefficient of Friction, BOT 3000, ANSI/NFSI B101.1: 0.94.
6. Flammability, ASTM G154: 7.17 inch/min.
7. Resistance to Yellowing as measured using ASTM D2244 after 1000 consecutive hours UV exposure in QUV, ASTM G154, <10 increase of yellow units (CIE Lab Δb)
8. Tensile Strength, (resin only), ASTM D2370: 6,250 psi.
9. Percent Elongation, (resin only), ASTM D2370: 6.
10. König Hardness, 3 mil/76.2 micron film), ASTM D4366: 171.3.
11. Water Absorption, 24-hour immersion, ASTM C413: 0.2 percent weight increase.
12. Color: Selected by Architect.

D. Decorative Quartz (Broadcast): Description, Color-coated, uniformly shaped and sized quartz granules
1. Grain Size: 40 mesh.
2. Mohs Hardness: 6.5-7.
3. Bulk Density, ASTM C29, packed: 90-105 pcf.
4. Specific Gravity, ASTM C128: 2.65.
5. Moisture Content, ASTM C566: Less than 0.05 percent.
6. Colorfastness/UV Stability, ASTM G155: 1,000 hours, pass.
7. Color: Selected by Architect.

PART 3 EXECUTION

3.01 EXAMINATION

A. Examine concrete surfaces to receive flooring system. Verify concrete is structurally sound.

B. Moisture Testing of Concrete: Perform at least one of the following two tests to determine moisture in concrete. Type of test and frequence as recommended by manufacturer and installer.
1. In-situ Probe Test:
a. Measure relative humidity in concrete in accordance with ASTM F2170.
b. Application of flooring system shall start only if test results are below 75 percent relative concrete humidity.
c. If test results are above limits, notify Architect and flooring manufacturer in writing.

C. Do not begin preparation or installation until satisfatory moisture test results are achieved. Provide flooring manufacturer's recommended moisture vapor control coating if required.

3.02 PREPARATION

A. Clean surfaces thoroughly prior to installation.

B. Protection of In-Place Conditions: Protect adjacent surfaces and adjoining walls from contact with flooring system materials.

C. Surface Preparation:
   1. Prepare concrete surface in accordance with manufacturer's instructions.
   2. Remove dirt, dust, debris, oil, grease, curing agents, bond breakers, paint, coatings, sealers, silicones, and other surface contaminants which could adversely affect application of flooring system.
   3. Steel shot blast concrete to a minimum surface profile of ICRI 310.2R, CSP 5.
   4. Key-cut termination points with 1/4-inch (6-mm) by 1/4-inch (6-mm) cut.
   5. Patch depressions, divots, and cracks in concrete in accordance with manufacturer's instructions.
   6. Mechanically remove loose, delaminated, and damaged concrete and repair in accordance with manufacturer's instructions.
   7. Joints: Fill joints in accordance with manufacturer's instructions.

3.03 INSTALLATION

A. Install flooring system in accordance with manufacturer's instructions and approved submittals at locations indicated on the Drawings.

B. Ensure concrete is dry, clean, and prepared in accordance with manufacturer's instructions.

C. Allow concrete to cure a minimum of 7 days before applying flooring system.

D. Mixing:
   1. Mix material components together in accordance with manufacturer's instructions.
   2. Mix only enough material that can be applied within working time.
   3. Add and mix colorants with materials in accordance with manufacturer's instructions to achieve uniform color.

E. Apply flooring system materials to obtain consistent mil thickness and smooth, uniform appearance and texture.

F. Overlay: Apply overlay in accordance with manufacturer's instructions. Apply overlay to prepared concrete surface.

G. Traction Aggregate: Broadcast traction aggregate in accordance with manufacturer's instructions. Broadcast traction aggregate into wet overlay.

H. Cove:
   1. Apply cove primer and cove in accordance with manufacturer's instructions at locations indicated on the Drawings.
   2. Apply cove to height and shape as indicated on the Drawings.
   3. Apply cove to create seamless, smooth transition between flooring and walls.

I. Seal Coat:
   1. Apply seal coat in accordance with manufacturer's instructions.
   2. Apply seal coat over traction aggregate.

3.04 FIELD QUALITY CONTROL

A. Field Inspection: Coordinate field inspection in accordance with appropriate sections in Division 01.

B. Manufacturer's Services: Coordinate manufacturer's services in accordance with appropriate sections in Division 01.

3.05 CLEANING AND PROTECTION

A. Allow flooring system to dry in accordance with manufacturer's instructions before opening to traffic.

B. Allow flooring system to dry a minimum of 1 week before cleaning by mechanical means.

C. Protect completed flooring system from damage during construction.

END OF SECTION

SECTION 099123
INTERIOR PAINTING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Surface preparation.

B. Field application of paints.

C. Scope: Finish interior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated.

1.02 SUBMITTALS

A. Product Data: Provide complete list of products to be used, with the following information for each:
   1. Manufacturer's name, product name and/or catalog number, and general product category (e.g., "alkyd enamel").
   2. MPI product number (e.g., MPI #47).
   3. Cross-reference to specified paint system products to be used in project; include description of each system.

B. Samples: Submit three paper "draw down" samples illustrating range of colors available for each finishing product specified.
   1. Where sheen is specified, submit samples in only that sheen.

C. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
   1. Extra Paint and Finish Materials: 1 gal of each color; from the same product run, store where directed.
   2. Label each container with color in addition to the manufacturer's label.

1.03 DELIVERY, STORAGE, AND HANDLING

A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.

B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.

C. Paint Materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

1.04 FIELD CONDITIONS

A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.

B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.

C. Provide lighting level of 80 fc measured mid-height at substrate surface.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Provide paints and finishes used in any individual system from the same manufacturer; no exceptions.

B. Paints: Available manufacturers include, but are not limited to:
   1. Pittsburgh Paints: www.pittsburghpaintsco.com/#sle.
   2. Sherwin-Williams Company: www.sherwin-williams.com/#sle.

2.02 PAINTS AND FINISHES - GENERAL

A. Paints and Finishes: Ready-mixed, unless intended to be a field-catalyzed paint.
   1. Provide paints and finishes of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
   2. Supply each paint material in quantity required to complete entire project's work from a single production run.
   3. Do not reduce, thin, or dilute paint or finishes or add materials unless such procedure is specifically described in manufacturer's product instructions.

B. Colors: To be selected from manufacturer's full range of available colors.
   1. Selection to be made by Architect after award of contract.

2.03 ACCESSORY MATERIALS

A. Accessory Materials: Provide primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials as required for final completion of painted surfaces.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that surfaces are ready to receive work as instructed by the product manufacturer.

B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.

C. Test shop-applied primer for compatibility with subsequent cover materials.

D. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces is below the following maximums:
   1. Masonry, Concrete, and Concrete Masonry Units: 12 percent.

3.02 PREPARATION

A. Clean surfaces thoroughly and correct defects prior to application.

B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

C. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.

D. Seal surfaces that might cause bleed through or staining of topcoat.

E. Masonry:
   1. Remove efflorescence and chalk. Do not coat surfaces if moisture content, alkalinity of surfaces, or if alkalinity of mortar joints exceed that permitted in manufacturer's written instructions. Allow to dry.
   2. Prepare surface as recommended by top coat manufacturer.

F. Ferrous Metal:
   1. Solvent clean according to SSPC-SP 1.
   2. Shop-Primed Surfaces: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Re-prime entire shop-primed item.
   3. Remove rust, loose mill scale, and other foreign substances using methods recommended in writing by paint manufacturer and blast cleaning in accordance with SSPC-SP 6/NACE No.3. Protect from corrosion until coated.

3.03 APPLICATION

A. Apply products in accordance with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual".

B. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.

C. Apply each coat to uniform appearance in thicknesses specified by manufacturer.

D. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.

3.04 CLEANING

A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

3.05 PROTECTION

A. Touch-up damaged finishes after Substantial Completion.

3.06 SCHEDULE - PAINT SYSTEMS

A. Concrete Masonry Units (CMU): Finish surfaces exposed to view.
   1. Primer: One coat.
      a. Basis-of-Design Product: Sherwin Williams; Pro-Industrial Heavy Block Filler.
   2. Intermediate and Top Coat:
      a. Basis-of-Design Product: Sherwin Williams; Pro-Industrial Pre-Catalyzed Waterbased Epoxy, semi-gloss (MPI Gloss Level 5), MPI #153.

B. Steel Doors and Frames: Finish surfaces exposed to view.
   1. Primer: One coat.
      a. Basis-of-Design Product: Sherwin Williams; Dura-Plate 235 Epoxy.
   2. Intermediate and Top Coat:
      a. Basis-of-Design Product: Sherwin Williams; Pro-Industrial Pre-Catalyzed Waterbased Epoxy, semi-gloss (MPI Gloss Level 5), MPI #153.

END OF SECTION

SECTION 104400
FIRE PROTECTION SPECIALTIES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Fire extinguishers.

1.02 SUBMITTALS

A. Product Data: Provide extinguisher operational features, extinguisher ratings and classifications, and color and finish.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Fire Extinguishers:
   1. Activar Construction Products Group, Inc. - JL Industries: www.activarcpg.com/#sle.
   2. Fire-End & Croker Corporation: www.croker.com/#sle.
   3. Kidde, a unit of United Technologies Corp: www.kidde.com/#sle.

2.02 FIRE EXTINGUISHERS

A. General Requirements: Comply with product requirements of NFPA 10 and applicable codes, whichever is more stringent.

B. Wet-Chemical-Type Fire Extinguishers: Stainless steel tank, with pressure gauge.
   1. Class: K.
   2. Size: 1.6 gal.
   3. Finish: Polished stainless steel.
   4. Temperature Range: Minus 20 to 120 degrees F.

2.03 ACCESSORIES

A. Extinguisher Brackets: Formed steel, chrome-plated.

PART 3 EXECUTION

3.01 INSTALLATION

A. Install in accordance with manufacturer's instructions.

B. Secure mounting bracket rigidly in place.

C. Place extinguishers in cabinets and on wall brackets.

END OF SECTION

SECTION 114000
FOODSERVICE EQUIPMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Foodservice equipment.

B. Connections to utilities.

1.02 RELATED REQUIREMENTS

A. Section 114001 - Custom Fabricated Foodservice Equipment.

1.03 SUBMITTALS

A. Product Data: Provide data on appliances; indicate configuration, sizes, materials, finishes, locations, and utility service connection locations, service characteristics, and wiring diagrams.

B. Manufacturer's Installation Instructions: Indicate special procedures, perimeter conditions requiring special attention.

C. Certificates: Certify that products of this section meet or exceed specified requirements.

D. Operation Data: Provide operating data for the specified equipment.

E. Maintenance Data: Provide lubrication and periodic maintenance requirement schedules.

PART 2 PRODUCTS

2.01 REGULATORY REQUIREMENTS

A. Comply with applicable codes for utility requirements.

B. Products Requiring Electrical Connection: Listed and classified by FM (AG), ITS (DIR), UL (DIR), or testing agency acceptable to local authorities having jurisdiction as suitable for the purpose specified and indicated.

2.02 EQUIPMENT

A. Equipment Schedule: Refer to schedule at end of this section.
   1. Cooler and Freezer Units: Listed by UL (DIR).
   2. Electrical Wiring and Components: Comply with UL (DIR) listed product standards.

B. Installation Accessories: Provide rough-in hardware, supports and connections, attachment devices, closure trim, and accessories as required for complete installation.

2.03 FABRICATION

A. Install rubber button feet on bearing surface of any item positioned on a finished surface.

B. Provide indirect drain piping from equipment to terminate over nearest waste receptor.

C. Accommodate site installation of other services or equipment.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify ventilation outlets, service connections, and supports are correct and in required location.

B. Verify that electric power is available and of the correct characteristics.

3.02 INSTALLATION

A. Install items in accordance with manufacturers' instructions.

B. Insulate to prevent electrolysis between dissimilar metals.

3.03 ADJUSTING

A. Adjust equipment and apparatus to ensure proper working order and conditions.

3.04 CLEANING

A. Remove masking or protective covering from stainless steel and other finished surfaces.

B. Wash and clean equipment.

C. Polish glass, plastic, hardware, accessories, fixtures, and fittings.

3.05 CLOSEOUT ACTIVITIES

A. At completion of work, provide qualified and trained personnel to demonstrate operation of each item of equipment and instruct Owner in operating procedures and maintenance.
   1. Test equipment prior to demonstration.

3.06 FOODSERVICE EQUIPMENT SCHEDULE

A. Table Top Tilt Kettle:
   1. Basis-of-Design Product: Groen; TBD610.
   2. 6-10 quart stainless steel self-contained steam jacketed unit, with an electric heated steam source contained within the unit.
   3. Kettle shall be 304 stainless steel, solid one-piece welded construction. The console and all exposed surfaces shall be stainless steel.
   4. Steam Source: 4KW electrically heated self-contained steam source to provide kettle temperatures of 150°F to approximately 295°F. Unit shall be factory charged with chemically pure water and rust inhibitors, to ensure long life and minimum maintenance.
   5. Controls: Thermostat, built in contactor, pressure gauge, water sight glass and heating indicator light.
   6. Safety Systems: Safety tilt cut-off, pressure relief valve, high limit pressure switch, low water cut-off and 24 volt control system.
   7. NSF listed.

B. Microwave:
   1. Basis-of-Design Product: Amana; RCS10TS.

C. Hot Plate:
   1. Basis-of-Design Product: Cadco; CDR-2C.

D. Undercounter Refrigerator:
   1. Basis-of-Design Product: True Manufacturing; TUC-27-HC.

E. Undercounter Warming Cabinet:
   1. Basis-of-Design Product: BevLes; HTSS34P6.

F. Undercounter Freezer:
   1. Basis-of-Design Product: Continental Model UCF24SN.

G. Countertop Electric Oven:
   1. Basis-of-Design Product: Bakers Pride; hearthbake Series P18S.

H. Mixer:
   1. Basis-of-Design Product: Globe Food Equipment Company; SP05.

I. #10 Manual Can Opener:
   1. Basis-of-Design Product: Edlund U-12C Commercial, stainless steel clamp base..

END OF SECTION

SECTION 114001
CUSTOM FABRICATED FOODSERVICE EQUIPMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Custom fabricated stainless steel units, including:
   1. Food preparation tables and shelving.

1.02 RELATED REQUIREMENTS

A. Section 114000 - Foodservice Equipment: General requirements covering all food service equipment work; manufactured equipment items.

1.03 SUBMITTALS

A. Shop Drawings: Submit floor plans, elevations, cross-sections, and construction details for fabricated units.

1.04 QUALITY ASSURANCE

A. Manufacturer/Fabricator Qualifications: Company specializing in manufacture of commercial food services equipment with minimum three years documented experience and NSF certified for type of equipment specified.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Do not deliver fixed equipment that is not to be integrated into structure until after completion of finished ceilings, floor and walls, painting, and lighting.

B. Store products in manufacturer's unopened packaging until ready for installation.

PART 2 PRODUCTS

2.01 MATERIALS

A. Stainless Steel: 18-8 percent chromium-nickel composition, minimum; alloy Type 302, 304, or 316; No. 4 - Brushed finish on exposed surfaces.
   1. Sheets: ASTM A240/A240M or ASTM A666/A666M.
   2. Tubing: ASTM A269/A269M or ASTM A270/A270M; of true roundness with seams and welds ground smooth.
   3. Bars: ASTM A276/A276M.

B. Manufactured Components:
   1. Feet for Legs: Bullet shaped stainless steel; screwed into tubular legs with concealed screw threads; minimum 1 inch vertical adjustment.

C. Bolts, Screws, and Rivets: Stainless steel; do not use on exposed surfaces unless specifically indicated or unavoidable.
   1. Bolt and Screw Caps: Provide lock washer and chromium-plated brass/bronze acorn nut to cap visible or exposed threads on inside of fixtures.

D. Anchoring Devices: Stainless steel, of type appropriate for use; provide seismic anchorage as specified in SMACNA (KVS).

2.02 CUSTOM FABRICATED UNITS - GENERAL REQUIREMENTS

A. See drawings for dimensions and configurations; ensure proper fit by taking field measurements prior to fabrication.

B. Provide fully shop assembled units complying with SMACNA (KVS) and NSF 2 and stainless steel components, unless otherwise indicated.
   1. Stainless Steel Sheet: For surfaces up to 12 feet in length provide one continuous sheet without joints or welds, including back and end splashes.

2. Joints: Provide welded joints unless specifically indicated or not possible; do not solder or braze stainless steel; do not use bolts, screws, or other fasteners on work surfaces, food contact surfaces, or wet surfaces.
3. Sound Deadening: Apply sound deadening material to accessible internal surfaces of metal work and underside of metal counters and sinks.

C. Counter and Table Tops: Stainless steel, 14 gauge, 0.0747 inch thick, minimum; with underbracing as recommended by , and bullnose edges and 45-degree back and end splashes, unless otherwise indicated.

D. Counter, Table, and Sink Edges: Provide finished edge on all open sides; close open ends down to bottom edge of turn down; if not otherwise indicated provide bullnose edges.
1. Bullnose Edges: SMACNA Figure 2-3 Detail A; 2 inch turn down at 5/8 inch radius, returned at 60 degree angle to not closer than 3/4 inch to face of cabinet or case.

E. Back and End Splashes: Provide wherever tops abut walls or other vertical surfaces; close open ends from top to bottom of turned down top edge.
1. Square Back and End Splashes: 6 inches high, coved at 5/8 inch radius, turned back 1 inch at top at 90 degree angle, turned down 1 inch.
2. Wall Clips: 4 inch long 14 gauge, stainless steel "zee" clips; anchored to wall at 36 inches on center.

F. Legs: Stainless steel tubing, 1-5/8 inches outside diameter; fit legs with set-screw fastened sockets and adjustable feet as specified.
1. Legs Over 12 inches Long: 14 gauge, 0.065 inch, minimum, wall thickness.
2. Legs Up To 12 inches Long: 16 gauge, 0.06 inch, minimum, wall thickness.
3. Weld leg sockets to continuous channel or angle or gusset plates; provide stainless steel triangular pad where leg gussets are welded to frame.
4. Legs may be bolted to table tops using studs welded to bottom of top.
5. Where vibration or oscillation is anticipated anchor in floor with 1/4 inch stainless steel pins.
6. Unless otherwise indicated provide legs for all units.

G. Shelves: Stainless steel.
1. Undercounter Shelves: 16 gauge, 0.0598 inch thick.
2. Overshelves: 16 gauge, 0.0598 inch thick.
3. Wall Mounted Shelf Supports: Stainless steel, 14 gauge, 0.0747 inch thick.

2.03 FABRICATION

A. Joints, Bends, and Edges: Make each joint close fitting, especially butt and contact joints.
1. Make brake bends free of open-texture or orange peel appearance.
2. Make sheared edges free of burrs, projections, and fins.
3. Neatly finish mitered and bullnosed corners with under edge of material ground to uniform condition, without overlapping materials or cracks.

B. Welding: Make each welded joint smooth, ductile, and watertight, without gaps, holes, or discoloration or marring of surface adjacent to welds.
1. Welding:
a. Stainless Steel: Comply with AWS D1.6/D1.6M.
2. Use welding processes and filler metal compatible with material being welded. Do not use carbon arc welding on surfaces that will be exposed to view in finished work.
3. Grind exposed welds flush with adjacent material; finish and polish to match adjacent surface.
a. Avoid excessive heating of metal and metal discoloration.
b. When grinding, use iron-free abrasives, wheels, and belts that have not been used on carbon-steel.

c. Remove pits, runs, sputter, cracks, low spots, voids, buckles, and other imperfections.
d. Remove grain of rough grinding by several successively finer polishings until specified finish is attained.

4. When welding sheet, penetrate entire thickness for entire length of joint; make joints flat, continuous and homogeneous with sheet metal without reliance on straps under seams, filling with solder, or spot welding.
5. When stainless steel is joined to dissimilar materials, use stainless steel for fastening devices and welding material.
6. Protection Against Corrosion: Eliminate possibility of corrosion wherever welding occurs on stainless steel, and minimize possibility of carbide precipitation in welding bolts and screws.
7. Where bolts or screws are welded to underside of tops or trim, finish and undepress the exposed side of welds.
8. Coat welds and discolorations that are not exposed to view in finished work with metallic-based paint to prevent the possibility of progressive corrosion of joints, unless welds are ground and polished smooth.

PART 3 EXECUTION

3.01 INSTALLATION

A. Install in accordance with fabricator's instructions and recommendations, plumb and level and in proper locations, ready for utility connections.

B. Lay out work in advance to prevent damage to building, piping, wiring, or equipment; cut, fit, and patch where necessary; coordinate work with others.

C. Do not cut or fit units in the field; if adjustments are necessary due to inadequate field measurement prior to fabrication, take unit back to shop and perform modifications there.

D. Do not field weld unless absolutely necessary; weld and grind field joints in accordance with specified fabrication procedures.

E. Securely anchor and attach non-mobile or adjustable-leg equipment to walls, floors, or bases with stainless steel bolts.

3.02 ADJUSTING

A. Adjust new and existing equipment to ensure proper operation.

3.03 CLEANING

A. Remove masking or protective covering from stainless steel and other finished surfaces.

B. Clean equipment to condition suitable for food preparation use.

END OF SECTION

SECTION 210500
COMMON WORK RESULTS FOR FIRE SUPPRESSION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Above ground piping.

B. Escutcheons.

C. Mechanical couplings.

D. Mechanical pressed fittings.

E. Pipe hangers and supports.

F. Pipe sleeves.

G. Pipe sleeve-seal systems.

H. Piping specialties.

1.02 RELATED REQUIREMENTS

A. Section 078400 - Firestopping.

B. Section 211300 - Fire-Suppression Sprinkler Systems: Sprinkler systems design.

1.03 REFERENCE STANDARDS

A. ASME A112.18.1 - Plumbing Supply Fittings; 2024.

B. ASME B40.100 - Pressure Gauges and Gauge Attachments; 2022.

C. ASME BPVC-IX - Boiler and Pressure Vessel Code, Section IX - Qualification Standard for Welding, Brazing, and Fusing Procedures; Welders; Brazers; and Welding, Brazing, and Fusing Operators; 2023.

D. ASME B16.3 - Malleable Iron Threaded Fittings: Classes 150 and 300; 2021.

E. ASME B16.5 - Pipe Flanges and Flanged Fittings: NPS 1/2 Through NPS 24 Metric/Inch Standard; 2025.

F. ASME B16.9 - Factory-Made Wrought Buttwelding Fittings; 2024.

G. ASME B16.11 - Forged Fittings, Socket-Welding and Threaded; 2021.

H. ASME B36.10M - Welded and Seamless Wrought Steel Pipe; 2022.

I. ASTM A47/A47M - Standard Specification for Ferritic Malleable Iron Castings; 1999, with Editorial Revision (2022).

J. ASTM A536 - Standard Specification for Ductile Iron Castings; 2024.

K. ASTM A795/A795M - Standard Specification for Black and Hot-Dipped Zinc-Coated (Galvanized) Welded and Seamless Steel Pipe for Fire Protection Use; 2021.

L. ASTM C592 - Standard Specification for Mineral Fiber Blanket Insulation and Blanket-Type Pipe Insulation (Metal-Mesh Covered) (Industrial Type); 2022a.

M. ASTM E814 - Standard Test Method for Fire Tests of Penetration Firestop Systems; 2024.

N. AWWA C606 - Grooved and Shouldered Joints; 2022.

O. NFPA 13 - Standard for the Installation of Sprinkler Systems; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

P. NFPA 1963 - Standard for Fire Hose Connections; 2019.

Q. UL 393 - Indicating Pressure Gauges for Fire-Protection Service; Current Edition, Including All Revisions.

R. UL 404 - Gauges, Indicating Pressure, for Compressed Gas Service; Current Edition, Including All Revisions.

S. UL 405 - Standard for Safety Fire Department Connection Devices; Current Edition, Including All Revisions.

1.04 SUBMITTALS

A. See Section 013000 - Administrative Requirements for submittal procedures.

B. Product Data: Provide manufacturer's catalog information. Indicate valve data and ratings.

C. Shop Drawings: Indicate pipe materials used, jointing methods, supports, and floor and wall penetration seals. Indicate installation, layout, weights, mounting and support details, and piping connections.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Provide temporary end caps and closures on piping and fittings. Maintain in place until installation.

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

A. Sprinkler-based System:
   1. Comply with NFPA 13.
   2. See Section 211300.

B. Welding Materials and Procedures: Comply with ASME BPVC-IX.

C. Provide system pipes, fittings, sleeves, escutcheons, seals, and other related accessories.

2.02 ABOVE GROUND PIPING

A. Steel Pipe: ASTM A795 Schedule 40, black or ASTM A135/A135MSchedule 10 or ASTM A795 Schedule 40, black. Rolled groove only.
   1. Steel Fittings: ASME B16.5 steel flanges and fittings.
   2. Malleable Iron Fittings: ASME B16.3, threaded fittings and ASTM A47/A47M.
   3. Mechanical Grooved Couplings: Malleable iron housing clamps to engage and lock, "C" shaped elastomeric sealing gasket, steel bolts, nuts, and washers; galvanized for galvanized pipe.
   4. Mechanical Press Sealed Fittings: ASTM F3226/F3226M; listed as complying with UL 213 or FM 1920, with EPDM seals.

2.03 PIPE SLEEVES

A. Clearances:
   1. Wall, Floor, Floor, Partitions, and Beam Flanges: 1 inch greater than external; pipe diameter.
   2. Rated Openings: Caulked tight with firestopping material complying with ASTM E814 in accordance with Section 078400 to prevent the spread of fire, smoke, and gases.

2.04 ESCUTCHEONS

A. Material:
   1. Chrome-plated.
   2. Metals and Finish: Comply with ASME A112.18.1.

B. Construction:
   1. One-piece for mounting on chrome-plated tubing or pipe and one-piece or split-pattern type elsewhere.
   2. Internal spring tension devices or setscrews to maintain a fixed position against a surface.

2.05 PIPE HANGERS AND SUPPORTS

A. Hangers for Pipe Sizes 1/2 to 1-1/2 inch: Malleable iron, adjustable swivel, split ring.

B. Hangers for Pipe Sizes 2 inches and Over: Carbon steel, adjustable, clevis.

2.06 MECHANICAL COUPLINGS

A. Rigid Mechanical Couplings for Grooved Joints:
   1. Dimensions and Testing: Comply with AWWA C606.
   2. Minimum Working Pressure: 300 psig.
   3. Housing Material: Fabricate of ductile iron complying with ASTM A536.
   4. Housing Coating: Factory applied orange enamel.
   5. Gasket Material: EPDM suitable for operating temperature range from minus 30 degrees F to 230 degrees F.
   6. Bolts and Nuts: Hot-dipped-galvanized or zinc-electroplated steel.
   7. Provide stops for direct stab installation without field assembly.

2.07 MECHANICAL PRESSED FITTINGS

A. Provide double-pressed type, utilizing EPDM, nontoxic, synthetic rubber sealing elements for use with Schedule 40 carbon steel piping.

2.08 PIPING SPECIALTIES

PART 3 EXECUTION

3.01 PREPARATION

A. Ream pipe and tube ends. Remove burrs. Bevel plain end ferrous pipe.

B. Remove scale and foreign material, from inside and outside, before assembly.

C. Prepare piping connections to equipment with flanges or unions.

3.02 INSTALLATION

A. Install sprinkler system and service main piping, hangers, and supports in accordance with NFPA 13.

B. Route piping in orderly manner, plumb and parallel to building structure. Maintain gradient.

C. Install piping to conserve building space, to not interfere with use of space and other work.

D. Group piping whenever practical at common elevations.

E. Install piping to allow for expansion and contraction without stressing pipe, joints, or connected equipment.

F. Pipe Hangers and Supports:
   1. Install hangers to provide minimum 1/2 inch space between finished covering and adjacent work.
   2. Place hangers within 12 inches of each horizontal elbow on mains.
   3. Use hangers with 1-1/2 inch minimum vertical adjustment. Design hangers for pipe movement without disengagement of supported pipe.
   4. Support vertical piping at every other floor. Support riser piping independently of connected horizontal piping.
   5. Where several pipes can be installed in parallel and at same elevation, provide multiple or trapeze hangers.

G. Slope piping and arrange systems to drain at low points. Use eccentric reducers to maintain top of pipe level.

H. Prepare pipe, fittings, supports, and accessories for finish painting. Where pipe support members are welded to structural building framing, scrape, brush clean, and apply one coat of zinc-rich primer to welding.

I. Structural Considerations:
   1. Do not penetrate building structural members unless indicated.

J. Provide sleeves when penetrating footings, floors, and walls. Seal pipe including sleeve penetrations to achieve fire resistance equivalent to fire separation required.
   1. Aboveground Piping:
      a. Pack solid using mineral fiber complying with ASTM C592.
      b. Fill space with an elastomer caulk to a depth of 0.50 inch where penetrations occur between conditioned and unconditioned spaces.
   2. All Rated Openings: Caulk tight with firestopping material complying with ASTM E814 in accordance with Section 078400 to prevent the spread of fire, smoke, and gases.

K. Escutcheons:
   1. Install and firmly attach escutcheons at piping penetrations into finished spaces.
   2. Provide escutcheons on both sides of partitions separating finished areas through which piping passes.
   3. Attach plates at the underside only of suspended ceilings.
   4. Use chrome plated escutcheons in occupied spaces and to conceal openings in construction.

L. When installing more than one piping system material, ensure system components are compatible and joined to ensure the integrity of the system. Provide necessary joining fittings. Ensure flanges, unions, and couplings for servicing are consistently provided.

3.03 CLEANING

A. Upon completion of work, clean all parts of the installation.

B. Clean equipment, pipes, valves, and fittings of grease, metal cuttings, and sludge that may have accumulated from the installation and testing of the system.

END OF SECTION

SECTION 211300
FIRE-SUPPRESSION SPRINKLER SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Wet-pipe sprinkler system.

B. System design, installation, and certification.

1.02 REFERENCE STANDARDS

A. FM (AG) - FM Approval Guide; Current Edition.

B. NFPA 13 - Standard for the Installation of Sprinkler Systems; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

C. NFPA 1963 - Standard for Fire Hose Connections; 2019.

1.03 SUBMITTALS

A. See Section 013000 - Administrative Requirements for submittal procedures.

B. Product Data: Provide data on sprinklers, valves, and specialties, including manufacturers catalog information. Submit performance ratings, rough-in details, weights, support requirements, and piping connections.

C. Shop Drawings:
   1. Submit preliminary layout of finished ceiling areas indicating only sprinkler locations coordinated with ceiling installation.
   2. Indicate hydraulic calculations, detailed pipe layout, hangers and supports, sprinklers, components, and accessories. Indicate system controls.
   3. Submit shop drawings to Authorities Having Jurisdiction for approval. Submit proof of approval to Architect.

D. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
   1. See Section 016000 - Product Requirements for additional provisions.
   2. Extra Sprinklers: Type and size matching those installed in quantity required by referenced NFPA design and installation standard.
   3. Sprinkler Wrenches: For each sprinkler type.

E. Project Record Documents: Record actual locations of sprinklers and deviations of piping from drawings. Indicate drain and test locations.

1.04 DELIVERY, STORAGE, AND HANDLING

A. Store products in shipping containers and maintain in place until installation. Provide temporary inlet and outlet caps. Maintain caps in place until installation.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Sprinklers, Valves, and Equipment:
   1. Anvil International; _____: www.anvilintl.com/#sle.
   2. Tyco Fire Protection Products; _____: www.tyco-fire.com/#sle.
   3. Viking Corporation; _____: www.vikinggroupinc.com/#sle.
   4. Victaulic Company: www.Victaulic.com.

2.02 SPRINKLER SYSTEM

A. Sprinkler System: Provide coverage for building areas noted.

B. Occupancy: Light hazard; comply with NFPA 13.

C. Water Supply: Determine volume and pressure from water flow test data.

D. Storage Cabinet for Spare Sprinklers and Tools: Steel, located adjacent to alarm valve.

2.03 SPRINKLERS

A. Suspended Ceiling Type: Recessed pendant type with matching screw on escutcheon plate.
   1. Response Type: Quick.
   2. Coverage Type: Standard.
   3. Finish: Brass.
   4. Escutcheon Plate Finish: Enamel, color as selected.
   5. Fusible Link: Fusible solder link type temperature rated for specific area hazard.

B. Flexible Drop System: Stainless steel, multiple use, open gate type.
   1. Application: Use to properly locate sprinkler heads.
   2. Include all supports and bracing.
   3. Provide braided type tube as required for the application.
   4. Manufacturers:

PART 3 EXECUTION

3.01 INSTALLATION

A. Install in accordance with referenced NFPA design and installation standard.

B. Install equipment in accordance with manufacturer's instructions.

C. Place pipe runs to minimize obstruction to other work.

D. Place piping in concealed spaces above finished ceilings.

E. Center sprinklers in two directions in ceiling tile and provide piping offsets as required.

F. Apply masking tape or paper cover to ensure concealed sprinklers, cover plates, and sprinkler escutcheons do not receive field paint finish. Remove after painting. Replace painted sprinklers.

G. Flush entire piping system of foreign matter.

H. Hydrostatically test entire system.

I. Require test be witnessed by Fire Marshal.

END OF SECTION

SECTION 220517
SLEEVES AND SLEEVE SEALS FOR PLUMBING PIPING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Pipe sleeves.

B. Pipe sleeve-seals.

1.02 RELATED REQUIREMENTS

A. Section 078400 - Firestopping.

1.03 REFERENCE STANDARDS

A. ASTM C592 - Standard Specification for Mineral Fiber Blanket Insulation and Blanket-Type Pipe Insulation (Metal-Mesh Covered) (Industrial Type); 2022a.

B. ASTM E814 - Standard Test Method for Fire Tests of Penetration Firestop Systems; 2024.

C. FM (AG) - FM Approval Guide; Current Edition.

1.04 DELIVERY, STORAGE, AND HANDLING

A. Deliver and store sleeve and sleeve seals in shipping containers, with labeling in place.

B. Provide temporary protective coating on cast iron and steel sleeves if shipped loose.

PART 2 PRODUCTS

2.01 PIPE SLEEVES

PART 3 EXECUTION

3.01 INSTALLATION

A. Route piping in orderly manner, plumb and parallel to building structure. Maintain gradient.

B. Install piping to conserve building space, to not interfere with use of space and other work.

C. Fire-Barrier Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at pipe penetrations. Seal pipe penetrations with firestop materials. Comply with requirements for firestopping specified in Section 078413 "Penetration Firestopping."

D. Install piping and pipe sleeves to allow for expansion and contraction without stressing pipe, joints, or connected equipment.

E. Provide sleeves when penetrating footings, floors, and walls. Seal pipe including sleeve penetrations to achieve fire resistance equivalent to fire separation required.
   1. Aboveground Piping:
      a. Pack solid using mineral fiber complying with ASTM C592.
      b. Fill space with an elastomer caulk to a depth of 0.50 inch where penetrations occur between conditioned and unconditioned spaces.
   2. All Rated Openings: Caulk tight with fire stopping material complying with ASTM E814 in accordance with Section 078400 to prevent the spread of fire, smoke, and gases.

F. When installing more than one piping system material, ensure system components are compatible and joined to ensure the integrity of the system. Provide necessary joining fittings. Ensure flanges, union, and couplings for servicing are consistently provided.

3.02 CLEANING

A. Upon completion of work, clean all parts of the installation.

B. Clean equipment, pipes, valves, and fittings of grease, metal cuttings, and sludge that may have accumulated from the installation and testing of the system.

END OF SECTION

SECTION 220523
GENERAL-DUTY VALVES FOR PLUMBING PIPING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Ball valves.

1.02 RELATED REQUIREMENTS

A. Section 220719 - Plumbing Piping Insulation.

B. Section 221005 - Plumbing Piping.

1.03 REFERENCE STANDARDS

A. ASME B1.20.1 - Pipe Threads, General Purpose, Inch; 2013 (Reaffirmed 2018).

B. ASME B16.5 - Pipe Flanges and Flanged Fittings: NPS 1/2 Through NPS 24 Metric/Inch Standard; 2025.

C. ASME B16.10 - Face-to-Face and End-to-End Dimensions of Valves; 2022, with Errata (2023).

D. ASME B16.18 - Cast Copper Alloy Solder Joint Pressure Fittings; 2021.

E. ASME B16.34 - Valves — Flanged, Threaded, and Welding End; 2025.

F. AWWA C606 - Grooved and Shouldered Joints; 2022.

G. MSS SP-110 - Ball Valves Threaded, Socket-Welding, Solder Joint, Grooved and Flared Ends; 2010, with Errata .

H. NSF 61 - Drinking Water System Components - Health Effects; 2024.

I. NSF 372 - Drinking Water System Components - Lead Content; 2024.

1.04 SUBMITTALS

A. See Section 013000 - Administrative Requirements for submittal procedures.

B. Product Data: Provide data on valves including manufacturers catalog information. Submit performance ratings, rough-in details, weights, support requirements, and piping connections.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Use the following precautions during storage:
   1. Maintain valve end protection and protect flanges and specialties from dirt.
   2. Store valves in shipping containers and maintain in place until installation.

PART 2 PRODUCTS

2.01 APPLICATIONS

A. See drawings for specific valve locations.

B. Listed pipe sizes shown using nominal pipe sizes (NPS) and nominal diameter (DN).

C. Provide the following valves for the applications if not indicated on drawings:
   1. Shutoff: Ball .

D. Domestic, Hot and Cold Water Valves:
   1. 2 inch and Smaller:
      a. Bronze and Brass: Provide with solder-joint, threaded, or press ends.
      b. Ball: Two piece, full port, brass with brass trim.

2.02 GENERAL REQUIREMENTS

A. Valve Pressure and Temperature Ratings: No less than rating indicated; as required for system pressures and temperatures.

B. Valve Sizes: Match upstream piping unless otherwise indicated.

C. Valve Actuator Types:

D. Valve-End Connections:
   1. Threaded End Valves: ASME B1.20.1.
   2. Pipe Flanges and Flanged Fittings 1/2 inch through 24 inch: ASME B16.5.
   3. Solder Joint Connections: ASME B16.18.
   4. Grooved End Connections: AWWA C606.

E. General ASME Compliance:
   1. Solder-joint Connections: ASME B16.18.

F. Potable Water Use:
   1. Certified: Approved for use in compliance with NSF 61 and NSF 372.
   2. Lead-Free Certified: Wetted surface material includes less than 0.25 percent lead content.

2.03 BRASS, BALL VALVES

A. Two Piece, Full Port with Brass Trim and Female Thread, Male thread, or Solder Connections:
   1. Comply with MSS SP-110.
   2. WSP Rating: 150 psi.
   3. WOG Rating: 600 psi.
   4. Body: Forged brass.
   5. Seats: PTFE.
   6. Ball: Chrome-plated brass.
   7. Operator: Lockable handle and memory stop.

B. Two Piece, Full Port with Press Connections:
   1. WOG Rating: 250 psi.
   2. Body: Forged brass.
   3. Seats: EPDM.
   4. Ball: Chrome-plated brass.
   5. Blow-out Proof Stem: Forged brass.
   6. Operator: Provide lockable handle.
   7. Maximum Service Temperature: 250 degrees F.

PART 3 EXECUTION

3.01 EXAMINATION

A. Discard all packing materials and verify that valve interior, including threads and flanges are completely clean without signs of damage or degradation that could result in leakage.

B. Examine valve interior for cleanliness, freedom from foreign matter, and corrosion. Remove special packing materials, such as blocks, used to prevent disc movement during shipping and handling.

C. Verify valve parts to be fully operational in all positions from closed to fully open.

D. Examine threads on valve and mating pipe for form and cleanliness.

E. Confirm gasket material to be suitable for the service, to be of correct size, and without defects that could compromise effectiveness.

F. Should valve is determined to be defective, replace with new valve.

G. Examine mating flange faces for conditions that might cause leakage. Check bolting for proper size, length, and material. Verify that gasket is of proper size, that its material composition is suitable for service, and that it is free from defects and damage.

H. Do not attempt to repair defective valves; replace with new valves.

3.02 INSTALLATION

A. Provide unions or flanges with valves to facilitate equipment removal and maintenance while maintaining system operation and full accessibility for servicing.

B. Provide separate valve support as required and locate valve with stem at or above center of piping, maintaining unimpeded stem movement.

C. Locate valves for easy access and provide separate support where necessary.

D. Install valves in horizontal piping with stem at or above center of pipe.

E. Install valves in position to allow full stem movement.

END OF SECTION

SECTION 220529
HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT

PART 1 GENERAL

2.01 SECTION INCLUDES

A. Strut systems for pipe or equipment support.

B. Beam clamps.

C. Pipe hangers.

D. Pipe supports, guides, shields, and saddles.

E. Anchors and fasteners.

2.02 RELATED REQUIREMENTS

A. Section 055000 - Metal Fabrications.

2.03 REFERENCE STANDARDS

A. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2024.

B. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2023.

C. ASTM A181/A181M - Standard Specification for Carbon Steel Forgings, for General-Purpose Piping; 2023.

D. ASTM A36/A36M - Standard Specification for Carbon Structural Steel; 2019.

E. ASTM A47/A47M - Standard Specification for Ferritic Malleable Iron Castings; 1999, with Editorial Revision (2022).

F. ASTM A283/A283M - Standard Specification for Low and Intermediate Tensile Strength Carbon Steel Plates; 2024.

G. ASTM A395/A395M - Standard Specification for Ferritic Ductile Iron Pressure-Retaining Castings for Use at Elevated Temperatures; 1999 (Reapproved 2022).

H. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2025.

I. ASTM A1011/A1011M - Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength; 2023.

J. ASTM B633 - Standard Specification for Electrodeposited Coatings of Zinc on Iron and Steel; 2023.

K. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2024.

L. ASTM E96/E96M - Standard Test Methods for Gravimetric Determination of Water Vapor Transmission Rate of Materials; 2024a.

M. FM (AG) - FM Approval Guide; Current Edition.

N. MSS SP-58 - Pipe Hangers and Supports - Materials, Design, Manufacture, Selection, Application, and Installation; 2025.

O. UL (DIR) - Online Certifications Directory; Current Edition.

P. UL 723 - Standard for Test for Surface Burning Characteristics of Building Materials; Current Edition, Including All Revisions.

PART 2 PRODUCTS

3.01 GENERAL REQUIREMENTS

A. Provide required hardware to hang or support piping, equipment, or fixtures with related accessories as necessary to complete installation of plumbing work.

B. Provide hardware products listed, classified, and labeled as suitable for intended purpose.

C. Materials for Metal Fabricated Supports: Comply with Section 055000.
   1. Zinc-Plated Steel: Electroplated in accordance with ASTM B633 unless stated otherwise.
   2. Galvanized Steel: Hot-dip galvanized in accordance with ASTM A123/A123M or ASTM A153/A153M unless stated otherwise.

D. Corrosion Resistance: Use corrosion-resistant metal-based materials fully compatible with exposed piping materials and suitable for the environment where installed.

3.02 STRUT SYSTEMS FOR PIPE OR EQUIPMENT SUPPORT

A. Strut Channels:
   1. Manufacturers:
      a. Unistrut, a brand of Atkore International Inc; _____: www.unistrut.com/#sle.
   2. ASTM A653/A653M galvanized steel bracket with clamps for surface mounting of piping or plumbing equipment support.
   3. Channel or Bracket Kits: Include rods, brackets, end-fixed fittings, covers, clips, and other related hardware required to complete sectional trapeze section for piping or other support.

B. Hanger Rods:
   1. Threaded zinc-plated steel unless otherwise indicated.

C. Channel Nuts:
   1. Provide carbon steel channel nut with epoxy copper or zinc finish and long, regular, or short spring as indicated on drawings.

3.03 BEAM CLAMPS

A. MSS SP-58 types 19 through 23, 25 or 27 through 30 based on required load.

B. C-Clamp: MSS SP-58 type 23, malleable iron and steel with plain, stainless steel, and zinc finish.

C. Small or Junior Beam Clamp: MSS SP-58 type 19, malleable iron with plain finish. For inverted usage provide manufacturer listed size(s).

D. Wide Mouth Beam Clamp: MSS SP-58 type 19, malleable iron with plain finish.

E. Centerload Beam Clamp with Extension Piece: MSS SP-58 type 30, malleable iron with plain finish.

F. Provide clamps with hardened steel cup-point set screws and lock-nuts for anchoring in place.

G. Material: ASTM A395/A395M ductile iron, ASTM A36/A36M carbon steel, ASTM A47/A47M malleable iron, ASTM A181/A181M forged steel, or ASTM A283/A283M steel.

3.04 PIPE HANGERS

A. Swivel Ring Hangers, Adjustable:
   1. MSS SP-58 type 10, epoxy-painted, zinc-colored.
   2. Material: ASTM A395/A395M ductile iron, ASTM A36/A36M carbon steel, ASTM A47/A47M malleable iron, ASTM A181/A181M forged steel, or ASTM A283/A283M steel.
   3. FM (AG) and UL (DIR) listed for specific pipe size runs and loads.

B. Clevis Hangers, Adjustable:
   1. Copper Tube: MSS SP-58 type 1, epoxy-plated copper.

2. Light-Duty: MSS SP-58 type 1, zinc-colored, epoxy plated.
3. Standard-Duty: MSS SP-58 type 1, zinc-colored, epoxy plated.

3.05 PIPE CLAMPS

A. Riser Clamps:
1. For insulated pipe runs, provide two bolt-type clamps designed for installation under insulation.
2. MSS SP-58 type 1 or 8, carbon steel or steel with epoxy plated, plain, stainless steel, or zinc plated finish.
3. Medium Split Horizontal Pipe Clamp: MSS SP-58 type 4, carbon steel or stainless steel with epoxy plated, plain, stainless steel, or zinc plated finish.
4. Copper Tube Pipe Clamp: MSS SP-58 type 8, epoxy plated copper.
5. UL (DIR) listed: Pipe sizes 1/2 to 8 inch.

B. Strut Clamps:
1. Pipe Clamp: Two-piece rigid, universal, or outer diameter type, carbon steel with epoxy copper or zinc finish.
2. Cushioned Pipe or Tubing Strut Clamp: Provide strut clamp with thermoplastic elastomer cushion having dielectric strength of 670 V/mil.

3.06 PIPE SUPPORTS, GUIDES, SHIELDS, AND SADDLES

A. Dielectric Barriers: Provide between metallic supports and metallic piping and associated items of dissimilar type; acceptable dielectric barriers include rubber or plastic sheets or coatings attached securely to pipe or item.

B. Pipe Shields for Insulated Piping:
1. MSS SP-58 type 40, ASTM A1011/A1011M steel or ASTM A653/A653M carbon steel.
2. General Construction and Requirements:
a. Surface Burning Characteristics: Comply with ASTM E84 or UL 723.
b. Shields Material: UV-resistant polypropylene with glass fill.
c. Maximum Insulated Pipe Outer Diameter: 12-5/8 inch.
d. Service Temperature: Minus 40 to 178 degrees F.
e. Pipe shields to be provided at hanger, support, and guide locations on pipe requiring insulation or additional support.

C. Pipe Supports:
1. Material: ASTM A395/A395M ductile iron, ASTM A36/A36M carbon steel, ASTM A47/A47M malleable iron, ASTM A181/A181M forged steel, or ASTM A283/A283M steel.
2. Liquid Temperatures Up to 122 degrees F:
a. Overhead Support: MSS SP-58 types 1, 3 through 12 clamps.
b. Support From Below: MSS SP-58 types 35 through 38.

D. Pipe Supports, Thermal Insulated:
1. General Requirements:
a. Insulated pipe supports to be provided at hanger, support, and guide locations on pipe requiring insulation or additional support.
b. Surface Burning Characteristics: Flame spread index/smoke developed index of 5/30, maximum, when tested in accordance with ASTM E84 or UL 723.
c. Provide pipe supports for 1/2 to 30 inch iron pipes.
d. Insulation inserts to consist of rigid phenolic foam insulation surrounded by 360 degree, PVC jacketing.
2. PVC Jacket:
a. Pipe insulation protection shields to be provided with ball bearing hinge and locking seam.

b. Moisture Vapor Transmission: 0.0071 perm inch, when tested in accordance with ASTM E96/E96M.
c. Minimum Thickness: 60 mil, 0.06 inch.

PART 3 EXECUTION

4.01 INSTALLATION

A. Install products in accordance with manufacturer's instructions.

B. Provide independent support from building structure. Do not provide support from piping, ductwork, conduit, or other systems.

C. Unless specifically indicated or approved by Architect, do not provide support from suspended ceiling support system or ceiling grid.

D. Unless specifically indicated or approved by Architect, do not provide support from roof deck.

E. Do not penetrate or otherwise notch or cut structural members without approval of Structural Engineer.

F. Provide thermal insulated pipe supports complete with hangers and accessories. Install thermal insulated pipe supports during the installation of the piping system.

G. Equipment Support and Attachment:
1. Use metal fabricated supports or supports assembled from metal channel (strut) to support equipment as required.
2. Use metal channel (strut) secured to studs to support equipment surface-mounted on hollow stud walls when wall strength is not sufficient to resist pull-out.
3. Use metal channel (strut) to support surface-mounted equipment in wet or damp locations to provide space between equipment and mounting surface.
4. Securely fasten floor-mounted equipment. Do not install equipment such that it relies on its own weight for support.

H. Secure fasteners according to manufacturer's recommended torque settings.

I. Remove temporary supports.

4.02 FIELD QUALITY CONTROL

A. See Section 014000 - Quality Requirements for additional requirements.

B. Inspect support and attachment components for damage and defects.

C. Repair cuts and abrasions in galvanized finishes using zinc-rich paint recommended by manufacturer. Replace components that exhibit signs of corrosion.

D. Correct deficiencies and replace damaged or defective support and attachment components.

END OF SECTION

SECTION 220553
IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Nameplates.

B. Tags.

C. Stencils.

D. Pipe markers.

1.02 RELATED REQUIREMENTS

A. Section 099123 - Interior Painting: Identification painting.

1.03 REFERENCE STANDARDS

A. ASME A13.1 - Scheme for the Identification of Piping Systems; 2023.

B. ASTM D709 - Standard Specification for Laminated Thermosetting Materials; 2017.

1.04 SUBMITTALS

A. See Section 013000 - Administrative Requirements for submittal procedures.

B. Schedules:
   1. Submit plumbing component identification schedule listing equipment, piping, and valves.
   2. Detail proposed component identification data in terms of of wording, symbols, letter size, and color coding to be applied to corresponding product.
   3. Valve Data Format: Include id-number, location, function, and model number.

C. Product Data: Provide manufacturers catalog literature for each product required.

D. Valve numbering scheme.

E. Valve Schedules: For each piping system to include in maintenance manuals.

PART 2 PRODUCTS

2.01 PLUMBING COMPONENT IDENTIFICATION GUIDELINE

A. Nameplates:
   1. Heat exchangers, water heaters, and other heat transfer products.
   2. Control panels, transducers, and other related control equipment products.
   3. Pumps, tanks, filters, water treatment devices, and other plumbing equipment products.

B. Tags:
   1. Piping: 3/4 inch diameter and smaller.

C. Stencil:
   1. Piping: 3/4 inch diameter and higher.

D. Pipe Markers: 3/4 inch diameter and higher.

2.02 NAMEPLATES

A. Description: Laminated piece with up to three lines of text.
   1. Letter Color: White.
   2. Letter Height: 1/4 inch.
   3. Background Color: Black.
   4. Nameplate Height: 3/4 inch.
   5. Nameplate Material:
      a. Flexible: Vinyl with adhesive backing per ASTM D709.
      b. Metal: Brass with center-side holes for screw fastening.

2.03 TAGS

A. Flexible: Vinyl with engraved black letters on light contrasting background color with up to three lines of text. Minimum tag size 1-1/2 inch in diameter.

B. Metal: Brass, 19 gauge 1-1/2 inch in diameter with smooth edges, blank, smooth edges, and corrosion-resistant ball chain. Up to three lines of text.

C. Valve Tag Chart: Typewritten 12-point letter size list in anodized aluminum frame.

D. Piping: 3/4 inch diameter and smaller. Include corrosion resistant chain. Identify service, flow direction, and pressure.

2.04 STENCILS

A. Pipe: Stencil size required per external insulated or uninsulated pipe diameter.
   1. 3/4 to 1-1/4 inch Range: 1/2 inch text over 8 inch long background.
   2. 1-1/2 to 2 inch Range: 3/4 inch text over 8 inch long background.
   3. 2-1/2 to 6 inch Range: 1-1/4 inch text over 12 inch long background.

B. Stencil Paint: Semi-gloss enamel, colors complying with ASME A13.1.

2.05 PIPE MARKERS

A. Comply with ASME A13.1.

B. Identification Scheme, ASME A13.1:
   1. Primary: External Pipe Diameter, Uninsulated or Insulated.
      a. 3/4 to 1-1/4 inches: Use 8 inch field-length with 1/2 inch text height.
      b. 1-1/2 to 2 inches: Use 8 inch field-length with 3/4 inch text height.
      c. 2-1/2 to 6 inches: Use 12 inch field-length with 1-1/4 inch text height.
   2. Secondary: Color scheme per fluid service.
      a. Water; Potable, Cooling, Boiler Feed, and Other: White text on green background.

PART 3 EXECUTION

3.01 PREPARATION

A. Degrease and clean surfaces to receive identification products.

3.02 INSTALLATION

A. Install flexible nameplates with corrosive-resistant mechanical fasteners, or adhesive. Apply with sufficient adhesive to ensure permanent adhesion and seal with clear lacquer.

B. Install tags in clear view and align with axis of piping

C. Apply stencil painted identification in compliance with Section 099123 requirements. Identify unit with assigned id-number and area being served using pipe marking rules.

D. Locate ceiling tacks to locate valves or dampers above lay-in panel ceilings. Locate in corner of panel closest to equipment.

END OF SECTION

SECTION 220719
PLUMBING PIPING INSULATION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Cellular glass insulation.

B. Flexible elastomeric cellular insulation.

C. Glass fiber insulation.

1.02 RELATED REQUIREMENTS

A. Section 078400 - Firestopping.

B. Section 221005 - Plumbing Piping: Placement of hangers and hanger inserts.

1.03 REFERENCE STANDARDS

A. ASTM C177 - Standard Test Method for Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Guarded-Hot-Plate Apparatus; 2019, with Editorial Revision (2023).

B. ASTM C534/C534M - Standard Specification for Preformed Flexible Elastomeric Cellular Thermal Insulation in Sheet and Tubular Form; 2025.

C. ASTM C547 - Standard Specification for Mineral Fiber Pipe Insulation; 2022a.

D. ASTM C552 - Standard Specification for Cellular Glass Thermal Insulation; 2022.

E. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2024.

F. UL 723 - Standard for Test for Surface Burning Characteristics of Building Materials; Current Edition, Including All Revisions.

1.04 SUBMITTALS

A. See Section 013000 - Administrative Requirements for submittal procedures.

B. Product Data: Provide product description, thermal characteristics, list of materials and thickness for each service, and locations.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Accept materials on site, labeled with manufacturer's identification, product density, and thickness.

PART 2 PRODUCTS

2.01 REGULATORY REQUIREMENTS

A. Surface Burning Characteristics: Flame spread index/Smoke developed index of 25/50, maximum, when tested in accordance with ASTM E84 or UL 723.

2.02 GLASS FIBER INSULATION

A. Manufacturers:
   1. Johns Manville Corporation; _____: www.jm.com/#sle.
   2. Knauf Insulation: www.knaufinsulation.com/#sle.
   3. Owens Corning Corporation; Fiberglas Pipe Insulation ASJ: www.ocbuildingspec.com/#sle.
   4. Substitutions: See Section 016000 - Product Requirements.

B. Insulation: ASTM C547 and ASTM C795; semi-rigid, noncombustible, end grain adhered to jacket.
   1. K Value: ASTM C177, 0.24 at 75 degrees F.

2. Maximum Service Temperature: 650 degrees F.
3. Maximum Moisture Absorption: 0.2 percent by volume.

C. Vapor Barrier Jacket: White Kraft paper with glass fiber yarn, bonded to aluminized film; moisture vapor transmission when tested in accordance with ASTM E96/E96M of 0.02 perm.

D. Vapor Barrier Lap Adhesive: Compatible with insulation.

2.03 CELLULAR GLASS INSULATION

A. Insulation: ASTM C552, Type II, Grade 6.
1. K Value: 0.35 at 100 degrees F.
2. Service Temperature Range: From 250 degrees F to 800 degrees F.
3. Water Vapor Permeability: 0.005 perm inch maximum per inch.
4. Water Absorption: 0.5 percent by volume, maximum.

2.04 FLEXIBLE ELASTOMERIC CELLULAR INSULATION

A. Insulation: Preformed flexible elastomeric cellular rubber insulation complying with ASTM C534/C534M Grade 1; use molded tubular material wherever possible.
1. Minimum Service Temperature: Minus 40 degrees F.
2. Maximum Service Temperature: 220 degrees F.
3. Connection: Waterproof vapor barrier adhesive.

B. Elastomeric Foam Adhesive: Air dried, contact adhesive, compatible with insulation.

C. Weather Barrier: Air dried, contact adhesive, compatible with insulation and ASTM E84 compliant.

D. Schedule of thicknesses: As per ASHRAE 90.1 or local building regulations.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that piping has been tested before applying insulation materials.

B. Verify that surfaces are clean and dry, with foreign material removed.

3.02 INSTALLATION

A. Install in accordance with manufacturer's instructions.

B. Install in accordance with North American Insulation Manufacturers Association (NAIMA) National Insulation Standards.

C. Exposed Piping: Locate insulation and cover seams in least visible locations.

D. Insulated pipes conveying fluids below ambient temperature: Insulate entire system including fittings, valves, unions, flanges, strainers, flexible connections, pump bodies, and expansion joints.

E. Glass fiber insulated pipes conveying fluids below ambient temperature:
1. Provide vapor barrier jackets, factory-applied or field-applied. Secure with self-sealing longitudinal laps and butt strips with pressure-sensitive adhesive. Secure with outward clinch expanding staples and vapor barrier mastic.
2. Insulate fittings, joints, and valves with molded insulation of like material and thickness as adjacent pipe. Finish with glass cloth and vapor barrier adhesive or PVC fitting covers.

F. For hot piping conveying fluids 140 degrees F or less, do not insulate flanges and unions at equipment, but bevel and seal ends of insulation.

G. For hot piping conveying fluids over 140 degrees F, insulate flanges and unions at equipment.

H. Glass fiber insulated pipes conveying fluids above ambient temperature:

1. Provide standard jackets, with or without vapor barrier, factory-applied or field-applied. Secure with self-sealing longitudinal laps and butt strips with pressure-sensitive adhesive. Secure with outward clinch expanding staples.
2. Insulate fittings, joints, and valves with insulation of like material and thickness as adjoining pipe. Finish with glass cloth and adhesive or PVC fitting covers.

I. Inserts and Shields:
1. Shields: Galvanized steel between pipe hangers or pipe hanger rolls and inserts.
2. Insert Location: Between support shield and piping and under the finish jacket.
3. Insert Configuration: Minimum 6 inches long, of same thickness and contour as adjoining insulation; may be factory fabricated.
4. Insert Material: Hydrous calcium silicate insulation or other heavy density insulating material suitable for the planned temperature range.

J. Continue insulation through walls, sleeves, pipe hangers, and other pipe penetrations. Finish at supports, protrusions, and interruptions. At fire separations, see Section 078400.

END OF SECTION

SECTION 221005
PLUMBING PIPING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Sanitary waste piping, above grade.

B. Domestic water piping, above grade.

1.02 RELATED REQUIREMENTS

A. Section 220529 - Hangers and Supports for Plumbing Piping and Equipment.

B. Section 220553 - Identification for Plumbing Piping and Equipment.

C. Section 220719 - Plumbing Piping Insulation.

1.03 REFERENCE STANDARDS

A. ASME B16.4 - Gray Iron Threaded Fittings: Classes 125 and 250; 2021.

B. ASME B16.18 - Cast Copper Alloy Solder Joint Pressure Fittings; 2021.

C. ASME B16.22 - Wrought Copper and Copper Alloy Solder-Joint Pressure Fittings; 2021.

D. ASME B31.9 - Building Services Piping; 2025.

E. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless; 2024.

F. ASTM B32 - Standard Specification for Solder Metal; 2020.

G. ASTM B68/B68M - Standard Specification for Seamless Copper Tube, Bright Annealed; 2025.

H. ASTM B88 - Standard Specification for Seamless Copper Water Tube; 2022.

I. ASTM B88M - Standard Specification for Seamless Copper Water Tube (Metric); 2020.

J. ASTM B813 - Standard Specification for Water Flushable Liquid and Paste Fluxes for Soldering of Copper and Copper Alloy Tube; 2024.

K. ASTM B828 - Standard Practice for Making Capillary Joints by Soldering of Copper and Copper Alloy Tube and Fittings; 2023.

L. ASTM C1277 - Standard Specification for Shielded Couplings Joining Hubless Cast Iron Soil Pipe and Fittings; 2020.

M. ASTM D1785 - Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120; 2021a.

N. ASTM D2241 - Standard Specification for Poly(Vinyl Chloride) (PVC) Pressure-Rated Pipe (SDR Series); 2025a.

O. ASTM D2466 - Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 40; 2024.

P. ASTM D2564 - Standard Specification for Solvent Cements for Poly(Vinyl Chloride) (PVC) Plastic Piping Systems; 2020 (Reapproved 2024).

Q. ASTM D2665 - Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Drain, Waste, and Vent Pipe and Fittings; 2025.

R. ASTM D2729 - Standard Specification for Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings; 2021.

S. ASTM D2855 - Standard Practice for the Two-Step (Primer and Solvent Cement) Method of Joining Poly (Vinyl Chloride) (PVC) or Chlorinated Poly (Vinyl Chloride) (CPVC) Pipe and Piping Components with Tapered Sockets; 2020 (Reapproved 2024).

T. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2024.

U. AWWA C606 - Grooved and Shouldered Joints; 2022.

V. CISPI 301 - Standard Specification for Hubless Cast Iron Soil Pipe and Fittings for Sanitary and Storm Drain, Waste, and Vent Piping Applications; 2021.

W. CISPI 310 - Specification for Coupling for Use in Connection with Hubless Cast Iron Soil Pipe and Fittings for Sanitary and Storm Drain, Waste, and Vent Piping Applications; 2020.

X. MSS SP-58 - Pipe Hangers and Supports - Materials, Design, Manufacture, Selection, Application, and Installation; 2025.

Y. NSF 61 - Drinking Water System Components - Health Effects; 2024.

Z. NSF 372 - Drinking Water System Components - Lead Content; 2024.

AA. UL 723 - Standard for Test for Surface Burning Characteristics of Building Materials; Current Edition, Including All Revisions.

1.04 SUBMITTALS

A. See Section 013000 - Administrative Requirements for submittal procedures.

B. Product Data: Provide data on pipe materials, pipe fittings, valves, and accessories. Provide manufacturers catalog information. Indicate valve data and ratings.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Provide temporary end caps and closures on piping and fittings. Maintain in place until installation.

B. Protect piping systems from entry of foreign materials by temporary covers, completing sections of the work, and isolating parts of completed system.

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

A. Potable Water Supply Systems: Provide piping, pipe fittings, and solder and flux (if used), that comply with NSF 61 and NSF 372 for maximum lead content; label pipe and fittings.

2.02 SANITARY WASTE PIPING, ABOVE GRADE

A. Cast Iron Pipe: CISPI 301, hubless, service weight.
   1. Fittings: Cast iron.
   2. Joints: CISPI 310, neoprene gaskets and stainless steel clamp-and-shield assemblies.

B. PVC Pipe: ASTM D1785 Schedule 40, or ASTM D2241 SDR 26 with not less than 150 psi pressure rating.
   1. Fittings: ASTM D2466, PVC.
   2. Joints: Solvent welded, with ASTM D2564 solvent cement.

2.03 DOMESTIC WATER PIPING, ABOVE GRADE

A. Copper Pipe: ASTM B88 (ASTM B88M), Type K (A), Drawn (H).
   1. Fittings: ASME B16.18, cast copper alloy or ASME B16.22, wrought copper and bronze.
   2. Joints: ASTM B32, alloy Sn95 solder.
   3. Mechanical Press Sealed Fittings: Double-pressed type, NSF 61 and NSF 372 approved or certified, utilizing EPDM, nontoxic, synthetic rubber sealing elements.

B. Steel Pipe: ASTM A53/A53M, Grade B, Type F, Schedule 40, galvanized.
   1. Threaded Joints: ASME B16.4 cast iron fittings.
   2. Grooved Joints: AWWA C606 grooved pipe, cast iron fittings, and mechanical couplings.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that excavations are to required grade, dry, and not over-excavated.

3.02 PREPARATION

A. Ream pipe and tube ends. Remove burrs. Bevel plain end ferrous pipe.

B. Remove scale and dirt, on inside and outside, before assembly.

C. Prepare piping connections to equipment with flanges or unions.

3.03 INSTALLATION

A. Install in accordance with manufacturer's instructions.

B. Provide non-conducting dielectric connections wherever jointing dissimilar metals.

C. Route piping in orderly manner and maintain gradient. Route parallel and perpendicular to walls.

D. Install piping to maintain headroom, conserve space, and not interfere with use of space.

E. Group piping whenever practical at common elevations.

F. Provide clearance in hangers and from structure and other equipment for installation of insulation and access to valves and fittings.

G. Provide access where valves and fittings are not exposed.

H. Install water piping to ASME B31.9.

I. Copper Pipe and Tube: Make soldered joints in accordance with ASTM B828, using specified solder, and flux meeting ASTM B813; in potable water systems use flux also complying with NSF 61 and NSF 372.

J. PVC Pipe: Make solvent-welded joints in accordance with ASTM D2855.

K. Sleeve pipes passing through partitions, walls, and floors.

L. Pipe Hangers and Supports:
   1. Place hangers within 12 inches of each horizontal elbow.
   2. Support vertical piping at every other floor. Support riser piping independently of connected horizontal piping.
   3. Provide copper plated hangers and supports for copper piping.

3.04 APPLICATION

A. Use grooved mechanical couplings and fasteners only in accessible locations.

B. Install unions downstream of valves and at equipment or apparatus connections.

3.05 SCHEDULES

A. Pipe Hanger Spacing:
   1. Metal Piping:
      a. Pipe Size: 1/2 inch to 1-1/4 inch:
         1) Maximum Hanger Spacing: 6.5 ft.
         2) Hanger Rod Diameter: 3/8 inches.
   2. Plastic DrainPiping:
      a. All Sizes:
         1) Maximum Hanger Spacing: 6 ft.
         2) Hanger Rod Diameter: 1/2 inch.

END OF SECTION

SECTION 224000
PLUMBING FIXTURES

PART 1 GENERAL

1.01 RELATED REQUIREMENTS

A. Section 221005 - Plumbing Piping.

1.02 REFERENCE STANDARDS

A. ADA Standards - 2010 ADA Standards for Accessible Design; 2010.

B. ASME A112.6.1M - Floor-Affixed Supports for Off-the-Floor Plumbing Fixtures for Public Use; 1997 (Reaffirmed 2017).

C. ASME A112.18.1 - Plumbing Supply Fittings; 2024.

D. ASME A112.18.9 - Protectors/Insulators for Exposed Waste and Supplies on Accessible Fixtures; 2011 (Reaffirmed 2022).

E. ASME A112.19.3 - Stainless Steel Plumbing Fixtures; 2022.

F. ASSE 1070 - Performance Requirements for Water Temperature Limiting Devices; 2020.

G. ASTM C1822 - Standard Specification for Insulating Covers on Accessible Lavatory Piping; 2021.

H. FM (AG) - FM Approval Guide; Current Edition.

I. ICC A117.1 - Accessible and Usable Buildings and Facilities; 2017.

J. NSF 61 - Drinking Water System Components - Health Effects; 2024.

K. NSF 372 - Drinking Water System Components - Lead Content; 2024.

1.03 SUBMITTALS

A. See Section 013000 - Administrative Requirements for submittal procedures.

B. Product Data: Provide catalog illustrations of fixtures, sizes, rough-in dimensions, utility sizes, trim, and finishes.

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

A. Potable Water Systems: Provide plumbing fittings and faucets that comply with NSF 61 and NSF 372 for maximum lead content; label pipe and fittings.

B. All fixtures to be as scheduled on drawings. Alternate manufacturers are listed on drawings.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that walls and floor finishes are prepared and ready for installation of fixtures.

B. Verify that electric power is available and of the correct characteristics.

3.02 PREPARATION

A. Rough-in fixture piping connections in accordance with minimum sizes indicated in fixture rough-in schedule for particular fixtures.

3.03 INSTALLATION

A. Install each fixture with trap, easily removable for servicing and cleaning.

B. Install components level and plumb.

C. Install and secure fixtures in place with wall supports and bolts.

D. Install each fixture per manufacturer installation requirements.

3.04 CLEANING

A. Clean plumbing fixtures and equipment.

3.05 PROTECTION

A. Protect installed products from damage due to subsequent construction operations.

B. Do not permit use of fixtures by construction personnel.

C. Repair or replace damaged products before Date of Substantial Completion.

END OF SECTION

SECTION 233100
HVAC DUCTS AND CASINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Metal ducts.

1.02 RELATED REQUIREMENTS

A. Section 230713 - Duct Insulation: External insulation and duct liner.

1.03 REFERENCE STANDARDS

A. ASHRAE Std 90.1 I-P-2019 - Energy Standard for Buildings Except Low-Rise Residential Buildings; 2019, with Errata and Addenda (2021).

B. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2025.

C. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2024.

D. NFPA 90A - Standard for the Installation of Air-Conditioning and Ventilating Systems; 2024.

E. NFPA 90B - Standard for the Installation of Warm Air Heating and Air-Conditioning Systems; 2024.

F. SMACNA (DCS) - HVAC Duct Construction Standards Metal and Flexible; 2020.

1.04 SUBMITTALS

A. See Section 013000 - Administrative Requirements for submittal procedures.

B. Product Data: Provide data for duct materials.

1.05 FIELD CONDITIONS

A. Do not install duct sealants when temperatures are less than those recommended by sealant manufacturers.

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

A. Provide UL Class 1 ductwork, fittings, hangers, supports, and appurtenances in accordance with NFPA 90A and SMACNA (DCS) guidelines unless stated otherwise.

B. Provide metal duct unless otherwise indicated.

C. Acoustical Treatment: Provide sound-absorbing liners and sectional silencers for metal-based ducts as indicated on plans.

D. Duct Shape and Material in accordance with Allowed Static Pressure Range:
   1. Round: Plus or minus 4 in-wc of galvanized steel.
   2. Rectangular: Plus or minus 4 in-wc of galvanized steel.

E. Duct Fabrication Requirements:
   1. Duct and Fitting Fabrication and Support: SMACNA (DCS) including specifics for continuously welded round and oval duct fittings.
   2. Use reinforced and sealed sheet-metal materials at recommended gauges for indicated operating pressures or pressure class.
   3. Construct tees, bends, and elbows with radius of not less than 1-1/2 times width of duct on centerline. Where not possible and where rectangular elbows must be used, provide airfoil turning vanes.

4. Provide turning vanes of perforated metal with glass fiber insulation when acoustical lining is indicated.
5. Increase duct sizes gradually, not exceeding 15 degrees divergence wherever possible; maximum 30 degrees divergence upstream of equipment and 45 degrees convergence downstream.
6. Where ducts are connected to exterior wall louvers and duct outlet is smaller than louver frame, provide blank-out panels sealing louver area around duct. Use same material as duct, painted black on exterior side; seal to louver frame and duct.

2.02 METAL DUCTS

A. Material Requirements:
   1. Galvanized Steel: Hot-dipped galvanized steel sheet, ASTM A653/A653M FS Type B, with G60/Z180 coating.

B. Single-Wall Rectangular Ducts and Fittings
   1. General Fabrication Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" based on indicated static-pressure class unless otherwise indicated.
   2. Transverse Joints: Select joint types and fabricate according to 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."
   3. Longitudinal Seams: Select seam types and fabricate according to 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."
   4. Elbows, Transitions, Offsets, Branch Connections, and Other Duct Construction: Select types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Chapter 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."

C. Single-Wall Round and Flat -Oval Ducts and Fittings
   1. General Fabrication Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Chapter 3, "Round, Oval, and Flexible Duct," based on indicated static-pressure class unless otherwise indicated.
   2. 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).
   3. Transverse Joints: Select joint types and fabricate according to 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."
   4. Longitudinal Seams: Select seam types and fabricate according to 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."
   5. Tees and Laterals: Select types and fabricate according to 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."

D. Round Spiral Duct:
   1. Round spiral lock seam galvanized steel duct : Hot-dipped galvanized steel sheet, ASTM A653/A653M FS Type B, with G60/Z180 coating.

E. Connectors, Fittings, Sealants, and Miscellaneous:
   1. Fittings: Manufacture with solid inner wall of perforated galvanized steel.
   2. Joint Sealers and Sealants: Non-hardening, water resistant, mildew and mold resistant.
      a. Type: Heavy mastic or liquid used alone or with tape, suitable for joint configuration and compatible with substrates, and recommended by manufacturer for pressure class of ducts.
      b. VOC Content: Not more than 250 g/L, excluding water.
      c. Surface Burning Characteristics: Flame spread index of zero and smoke developed index of zero, when tested in accordance with ASTM E84.
      d. For Use with Flexible Ducts: UL labeled.
   3. Gasket Tape:
      a. Provide butyl rubber gasket tape for a flexible seal between transfer duct connector (TDC), transverse duct flange (TDF), applied flange connections, and angle ring connections.

2.03 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 according to UL 723; certified by an NRTL.

B. 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.

PART 3 EXECUTION

3.01 INSTALLATION

A. Install, support, and seal ducts in accordance with SMACNA (DCS).

B. Install products following the manufacturer's instructions.

C. Comply with safety standards NFPA 90A and NFPA 90B.

D. During construction, provide temporary closures of metal or taped polyethylene on open ductwork to prevent construction dust from entering the ductwork system.

E. Increase duct sizes gradually, not exceeding 15 degrees divergence wherever possible; maximum 30 degrees divergence upstream of equipment and 45 degrees convergence downstream.

F. Duct sizes indicated are precise inside dimensions. For lined ducts, maintain sizes inside lining.

G. Locate ducts with sufficient space around equipment to allow normal operating and maintenance activities.

3.02 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.

END OF SECTION

SECTION 233300
AIR DUCT ACCESSORIES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Backdraft dampers - metal.

B. Backdraft dampers - fabric.

C. Duct test holes.

1.02 RELATED REQUIREMENTS

A. Section 233100 - HVAC Ducts and Casings.

1.03 REFERENCE STANDARDS

A. NFPA 90A - Standard for the Installation of Air-Conditioning and Ventilating Systems; 2024.

B. SMACNA (DCS) - HVAC Duct Construction Standards Metal and Flexible; 2020.

PART 2 PRODUCTS

2.01 BACKDRAFT DAMPERS - METAL

A. Gravity Backdraft Dampers, Size 18 by 18 inches or Smaller, Furnished with Air Moving Equipment: Air moving equipment manufacturer's standard construction.

2.02 BACKDRAFT DAMPERS - FABRIC

A. Fabric Backdraft Dampers: Factory-fabricated.
   1. Blades: Neoprene coated fabric material.
   2. Birdscreen: 1/2 inch nominal mesh of galvanized steel or aluminum.
   3. Maximum Velocity: 1000 fpm (5 mps) face velocity.

2.03 DUCT TEST HOLES

PART 3 EXECUTION

3.01 INSTALLATION

A. Install accessories in accordance with manufacturer's instructions, NFPA 90A, and follow SMACNA (DCS). See Section 233100 for duct construction and pressure class.

B. Provide backdraft dampers on exhaust fans or exhaust ducts nearest to outside and where indicated.

C. Provide duct test holes where indicated and required for testing and balancing purposes.

END OF SECTION

SECTION 233423
HVAC POWER VENTILATORS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Roof exhausters.

1.02 REFERENCE STANDARDS

A. AMCA (DIR) - (Directory of) Products Licensed Under AMCA International Certified Ratings Program; 2015.

B. AMCA 99 - Standards Handbook; 2025.

C. AMCA 204 - Balance Quality and Vibration Levels for Fans; 2020.

D. AMCA 210 - Laboratory Methods of Testing Fans for Certified Aerodynamic Performance Rating; 2025.

E. AMCA 300 - Reverberation Room Methods of Sound Testing of Fans; 2024.

F. AMCA 301 - Methods for Calculating Fan Sound Ratings from Laboratory Test Data; 2022.

1.03 SUBMITTALS

A. See Section 013000 - Administrative Requirements for submittal procedures.

B. Product Data: Provide data on fans and accessories, including fan curves with specified operating point plotted, power, rpm, sound power levels at rated capacity, and electrical characteristics and connection requirements.

PART 2 PRODUCTS

2.01 POWER VENTILATORS - GENERAL

A. Static and Dynamically Balanced: Comply with AMCA 204.

B. Performance Ratings: Comply with AMCA 210, bearing certified rating seal.

C. Sound Ratings: Comply with AMCA 301, tested to AMCA 300, bearing certified sound ratings seal.

D. Fabrication: Comply with AMCA 99.

E. Electrical Components: Listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

2.02 ROOF EXHAUSTERS

A. Fan Unit: V-belt or direct driven as indicated, with spun aluminum housing; resilient mounted motor; 1/2 inch mesh, 0.62 inch thick aluminum wire birdscreen; square base to suit roof curb with continuous curb gaskets.

B. Roof Curb: 12 inch high self-flashing of galvanized steel with continuously welded seams, built-in cant strips.

C. Disconnect Switch: Factory wired, nonfusible, in housing for thermal overload protected motor and wall mounted multiple speed switch.

D. Backdraft Damper: Gravity actuated, aluminum multiple blade construction, felt edged with offset hinge pin, nylon bearings, blades linked, and line voltage motor drive, power open, spring return.

E. Sheaves: Cast iron or steel, dynamically balanced, bored to fit shafts and keyed; variable and adjustable pitch motor sheave selected so required rpm gets attained with sheaves set at mid-position; fan shaft with self-aligning pre-lubricated ball bearings.

PART 3 EXECUTION

3.01 INSTALLATION

A. Install in accordance with manufacturer's instructions.

B. Secure roof exhausters with cadmium plated steel lag screws to roof curb.

C. Extend ducts to roof exhausters into roof curb. Counterflash duct to roof opening.

END OF SECTION

SECTION 233700
AIR OUTLETS AND INLETS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Registers/grilles:
   1. Wall-mounted, transfer grilles.

1.02 REFERENCE STANDARDS

A. AHRI 880 (I-P) - Performance Rating of Air Terminals; 2017 (Reaffirmed 2023).

B. ASHRAE Std 70 - Method of Testing the Performance of Air Outlets and Air Inlets; 2023.

1.03 SUBMITTALS

A. See Section 013000 - Administrative Requirements for submittal procedures.

B. Product Data: Provide data for equipment required for this project. Review outlets and inlets as to size, finish, and type of mounting prior to submission. Submit schedule of outlets and inlets showing type, size, location, application, and noise level.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Krueger-HVAC: www.krueger-hvac.com/#sle.

B. Nailor Industries Inc.: www.nailor.com.

C. Price Industries: www.priceindustries.com/#sle.

D. Titus, a brand of Air Distribution Technologies: www.titus-hvac.com/#sle.

2.02 WALL MOUNTED TRANSFER GRILLES

A. MAXIMUM SECURITY TRANSFER GRILLE WITH ROUNDED PERFORATIONS, 3/16" STEEL FACEPLATE ON BOTH SIDES WITH 5/16" Ø HOLES ON 7/16" STAGGERED CENTERS AND 1" BORDER, 3/16" STEEL SLEEVE, ALL WELDED CONSTRUCTION WITH WHITE BAKED ON ENAMEL FINISH.

PART 3 EXECUTION

3.01 INSTALLATION

A. Install in accordance with manufacturer's instructions.

B. Check location of outlets and inlets and make necessary adjustments in position to comply with architectural features, symmetry, and lighting arrangement.

3.02 PROTECTION

A. Protect installed products until completion of project.

B. Replace, repair, or touch-up damaged products before Substantial Completion.

END OF SECTION

SECTION 260519
LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 2 PRODUCTS

1.01 CONDUCTOR AND CABLE APPLICATIONS

A. Do not use conductors and cables for applications other than as permitted by NFPA 70 and product listing.

B. Provide single conductor building wire installed in suitable raceway unless otherwise indicated, permitted, or required.

1.02 CONDUCTOR AND CABLE GENERAL REQUIREMENTS

A. Provide products that comply with requirements of NFPA 70.

B. Provide products listed, classified, and labeled as suitable for the purpose intended.

C. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, etc. as required for a complete operating system.

D. Comply with NEMA WC 70.

E. Thermoplastic-Insulated Conductors and Cables: Listed and labeled as complying with UL 83.

F. Thermoset-Insulated Conductors and Cables: Listed and labeled as complying with UL 44.

G. Conductor Material:
   1. Copper Conductors: Soft drawn annealed, 98 percent conductivity, uncoated copper conductors complying with ASTM B3, ASTM B8, or ASTM B787/B787M unless otherwise indicated.
   2. Tinned Copper Conductors: Comply with ASTM B33.

H. Conductor Color Coding:
   1. Color code conductors as indicated unless otherwise required by the authority having jurisdiction. Maintain consistent color coding throughout project.
   2. Color Coding Method: Integrally colored insulation.
   3. Color Code:
      a. 208Y/120 V, 3 Phase, 4 Wire System:
         1) Phase A: Black.
         2) Phase B: Red.
         3) Phase C: Blue.
         4) Neutral/Grounded: White.
      b. Equipment Ground, All Systems: Green.

1.03 SINGLE CONDUCTOR BUILDING WIRE

A. Manufacturers:
   1. Copper Building Wire:
      a. Cerro Wire LLC: www.cerrowire.com/#sle.
      b. Encore Wire Corporation: www.encorewire.com/#sle.
      c. General Cable Technologies Corporation; _____: www.generalcable.com/#sle.
      d. Service Wire Co: www.servicewire.com/#sle.
      e. Southwire Company: www.southwire.com/#sle.

B. Description: Single conductor insulated wire.

C. Conductor Stranding:
   1. Feeders and Branch Circuits:
      a. Size 10 AWG and Smaller: Solid.
      b. Size 8 AWG and Larger: Stranded.

D. Insulation Voltage Rating: 600 V.

E. Insulation:
   1. Copper Building Wire: Type THHN/THWN or THHN/THWN-2, except as indicated below.
      a. Installed Underground: Type XHHW-2.

1.04 WIRING CONNECTORS

A. Description: Wiring connectors appropriate for the application, suitable for use with the conductors to be connected, and listed as complying with UL 486A-486B or UL 486C as applicable.

PART 3 EXECUTION

2.01 INSTALLATION

A. Install products in accordance with manufacturer's instructions.

B. Perform work in accordance with NECA 1 (general workmanship).

C. Installation in Raceway:
   1. Tape ends of conductors and cables to prevent infiltration of moisture and other contaminants.
   2. Pull all conductors and cables together into raceway at same time.
   3. Do not damage conductors and cables or exceed manufacturer's recommended maximum pulling tension and sidewall pressure.
   4. Use suitable wire pulling lubricant where necessary, except when lubricant is not recommended by the manufacturer.

D. Paralleled Conductors: Install conductors of the same length and terminate in the same manner.

E. Secure and support conductors and cables in accordance with NFPA 70 using suitable supports and methods approved by the authority having jurisdiction. Provide independent support from building structure. Do not provide support from raceways, piping, ductwork, or other systems.

F. Install conductors with a minimum of 12 inches of slack at each outlet.

G. Neatly train and bundle conductors inside boxes, wireways, panelboards and other equipment enclosures.

H. Group or otherwise identify neutral/grounded conductors with associated ungrounded conductors inside enclosures in accordance with NFPA 70.

I. Make wiring connections using specified wiring connectors.
   1. Make splices and taps only in accessible boxes. Do not pull splices into raceways or make splices in conduit bodies or wiring gutters.
   2. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors.
   3. Do not remove conductor strands to facilitate insertion into connector.
   4. Clean contact surfaces on conductors and connectors to suitable remove corrosion, oxides, and other contaminates. Do not use wire brush on plated connector surfaces.

J. Insulate splices and taps that are made with uninsulated connectors using methods suitable for the application, with insulation and mechanical strength at least equivalent to unspliced conductors.

K. Insulate ends of spare conductors using vinyl insulating electrical tape.

L. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 078400.

M. Unless specifically indicated to be excluded, provide final connections to all equipment and devices, including those furnished by others, as required for a complete operating system.

END OF SECTION

SECTION 260526
GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 RELATED REQUIREMENTS

A. Section 260519 - Low-Voltage Electrical Power Conductors and Cables: Additional requirements for conductors for grounding and bonding, including conductor color coding.

B. Section 260553 - Identification for Electrical Systems: Identification products and requirements.

1.02 REFERENCE STANDARDS

A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2023.

B. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

C. UL 467 - Grounding and Bonding Equipment; Current Edition, Including All Revisions.

PART 2 PRODUCTS

2.01 GROUNDING AND BONDING REQUIREMENTS

A. Do not use products for applications other than as permitted by NFPA 70 and product listing.

B. Unless specifically indicated to be excluded, provide all required components, conductors, connectors, conduit, boxes, fittings, supports, accessories, etc. as necessary for a complete grounding and bonding system.

C. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

2.02 GROUNDING AND BONDING COMPONENTS

A. General Requirements:
   1. Provide products listed, classified, and labeled as suitable for the purpose intended.
   2. Provide products listed and labeled as complying with UL 467 where applicable.

B. Conductors for Grounding and Bonding, in Addition to Requirements of Section 260526:
   1. Use insulated copper conductors unless otherwise indicated.
      a. Exceptions:
         1) Use bare copper conductors where installed underground in direct contact with earth.
         2) Use bare copper conductors where directly encased in concrete (not in raceway).

C. Connectors for Grounding and Bonding:
   1. Description: Connectors appropriate for the application and suitable for the conductors and items to be connected; listed and labeled as complying with UL 467.
   2. Unless otherwise indicated, use exothermic welded connections for underground, concealed and other inaccessible connections.
   3. Unless otherwise indicated, use mechanical connectors, compression connectors, or exothermic welded connections for accessible connections.

PART 3 EXECUTION

3.01 INSTALLATION

A. Install products in accordance with manufacturer's instructions.

B. Perform work in accordance with NECA 1 (general workmanship).

C. Make grounding and bonding connections using specified connectors.

1. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors. Do not remove conductor strands to facilitate insertion into connector.
2. Remove nonconductive paint, enamel, or similar coating at threads, contact points, and contact surfaces.
3. Exothermic Welds: Make connections using molds and weld material suitable for the items to be connected in accordance with manufacturer's recommendations.
4. Mechanical Connectors: Secure connections according to manufacturer's recommended torque settings.
5. Compression Connectors: Secure connections using manufacturer's recommended tools and dies.

D. Identify grounding and bonding system components in accordance with Section 260553.

END OF SECTION

SECTION 260533.13
CONDUIT FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Galvanized steel rigid metal conduit (RMC).
B. Stainless steel rigid metal conduit (RMC).
C. Galvanized steel intermediate metal conduit (IMC).
D. Stainless steel intermediate metal conduit (IMC).
E. Flexible metal conduit (FMC).
F. Galvanized steel electrical metallic tubing (EMT).
G. Stainless steel electrical metallic tubing (EMT).
H. Aluminum electrical metallic tubing (EMT).

1.02 RELATED REQUIREMENTS

A. Section 078400 - Firestopping.
B. Section 260526 - Grounding and Bonding for Electrical Systems.
C. Section 260529 - Hangers and Supports for Electrical Systems.

1.03 REFERENCE STANDARDS

A. ANSI C80.1 - American National Standard for Electrical Rigid Steel Conduit (ERSC); 2025.
B. ANSI C80.3 - American National Standard for Electrical Metallic Tubing -- Steel (EMT-S); 2020.
C. ANSI C80.6 - American National Standard for Electrical Intermediate Metal Conduit; 2025.
D. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2023.
E. NECA 101 - Standard for Installing Steel Conduits (Rigid, IMC, EMT); 2020.
F. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; 2014.
G. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
H. UL 1 - Flexible Metal Conduit; Current Edition, Including All Revisions.
I. UL 6 - Electrical Rigid Metal Conduit-Steel; Current Edition, Including All Revisions.
J. UL 6A - Electrical Rigid Metal Conduit-Aluminum, Red Brass, and Stainless Steel; Current Edition, Including All Revisions.
K. UL 514B - Conduit, Tubing, and Cable Fittings; Current Edition, Including All Revisions.
L. UL 797 - Electrical Metallic Tubing-Steel; Current Edition, Including All Revisions.
M. UL 797A - Electrical Metallic Tubing - Aluminum and Stainless Steel; Current Edition, Including All Revisions.
N. UL 1242 - Electrical Intermediate Metal Conduit-Steel; Current Edition, Including All Revisions.

PART 2 PRODUCTS

2.01 CONDUIT APPLICATIONS

A. Do not use conduit and associated fittings for applications other than as permitted by NFPA 70, manufacturer's instructions, and product listing.

B. Unless otherwise indicated and where not otherwise restricted, use conduit types indicated for specified applications. Where more than one listed application applies, comply with most restrictive requirements. Where conduit type for particular application is not specified, use galvanized steel rigid metal conduit.

C. Concealed Within Hollow Stud Walls: Use galvanized steel rigid metal conduit (RMC), stainless steel rigid metal conduit (RMC), galvanized steel intermediate metal conduit (IMC), stainless steel intermediate metal conduit (IMC), galvanized steel electrical metallic tubing (EMT), or stainless steel electrical metallic tubing (EMT).

D. Concealed Above Accessible Ceilings: Use galvanized steel rigid metal conduit (RMC), stainless steel rigid metal conduit (RMC), galvanized steel intermediate metal conduit (IMC), stainless steel intermediate metal conduit (IMC), galvanized steel electrical metallic tubing (EMT), or stainless steel electrical metallic tubing (EMT).

E. Exposed, Interior, Not Subject to Physical Damage: Use galvanized steel rigid metal conduit (RMC), stainless steel rigid metal conduit (RMC), galvanized steel intermediate metal conduit (IMC), stainless steel intermediate metal conduit (IMC), galvanized steel electrical metallic tubing (EMT), or stainless steel electrical metallic tubing (EMT).

F. Flexible Connections to Luminaires Above Accessible Ceilings: Use flexible metal conduit (FMC).

2.02 CONDUIT - GENERAL REQUIREMENTS

A. Comply with NFPA 70.

B. Provide conduit, fittings, supports, and accessories required for complete raceway system.

C. Provide products listed, classified, and labeled as suitable for purpose intended.

D. Where conduit size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

2.03 GALVANIZED STEEL RIGID METAL CONDUIT (RMC)

A. Description: NFPA 70, Type RMC galvanized steel rigid metal conduit complying with ANSI C80.1 and listed and labeled as complying with UL 6.

B. Fittings:
   1. Nonhazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B or UL 6.
   2. Material: Use steel or malleable iron.
   3. Connectors and Couplings: Use threaded type fittings only. Threadless fittings, including set screw and compression/gland types, are not permitted.

2.04 STAINLESS STEEL RIGID METAL CONDUIT (RMC)

A. Description: NFPA 70, Type RMC stainless steel rigid metal conduit complying with ANSI C80.1 and listed and labeled as complying with UL 6A.

B. Fittings:
   1. Nonhazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B or UL 6A.
   2. Material: Use stainless steel with corrosion resistance equivalent to conduit.
   3. Connectors and Couplings: Use threaded type fittings only. Threadless fittings, including set screw and compression/gland types, are not permitted.

2.05 GALVANIZED STEEL INTERMEDIATE METAL CONDUIT (IMC)

A. Description: NFPA 70, Type IMC galvanized steel intermediate metal conduit complying with ANSI C80.6 and listed and labeled as complying with UL 1242.

B. Fittings:

1. Nonhazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B or UL 1242.
2. Material: Use steel or malleable iron.
3. Connectors and Couplings: Use threaded type fittings only. Threadless fittings, including set screw and compression/gland types, are not permitted.

2.06 STAINLESS STEEL INTERMEDIATE METAL CONDUIT (IMC)

A. Description: NFPA 70, Type IMC galvanized steel intermediate metal conduit complying with ANSI C80.6 and listed and labeled as complying with UL 1242.

B. Fittings:
1. Nonhazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B or UL 1242.

2.07 FLEXIBLE METAL CONDUIT (FMC)

A. Description: NFPA 70, Type FMC standard-wall steel flexible metal conduit listed and labeled as complying with UL 1, and listed for use in classified firestop systems.

B. Fittings:
1. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
2. Material: Use steel or malleable iron.

2.08 GALVANIZED STEEL ELECTRICAL METALLIC TUBING (EMT)

A. Description: NFPA 70, Type EMT galvanized steel electrical metallic tubing complying with ANSI C80.3 and listed and labeled as complying with UL 797.

B. Fittings:
1. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
2. Material: Use steel or malleable iron.
3. Connectors and Couplings: Use compression/gland or set-screw type.
a. Do not use indenter type connectors and couplings.

2.09 STAINLESS STEEL ELECTRICAL METALLIC TUBING (EMT)

A. Description: NFPA 70, Type EMT stainless steel electrical metallic tubing complying with ANSI C80.3 and listed and labeled as complying with UL 797A.

B. Fittings:
1. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
2. Connectors and Couplings: Use compression/gland or set-screw type.

PART 3 EXECUTION

3.01 INSTALLATION

A. Install products in accordance with manufacturer's instructions.

B. Install conduit in accordance with NECA 1.

C. Galvanized Steel Rigid Metal Conduit (RMC): Install in accordance with NECA 101.

D. Intermediate Metal Conduit (IMC): Install in accordance with NECA 101.

E. Conduit Support:
1. Secure and support conduits in accordance with NFPA 70 using suitable supports and methods approved by authorities having jurisdiction; see Section 260529.
2. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.

3. Use conduit two-hole straps to support single surface-mounted conduit.

F. Connections and Terminations:
   1. Use approved zinc-rich paint or conduit joint compound on field-cut threads of galvanized steel conduits prior to making connections.
   2. Where two threaded conduits must be joined and neither can be rotated, use three-piece couplings or split couplings. Do not use running threads.
   3. Use suitable adapters where required to transition from one type of conduit to another.
   4. Terminate threaded conduits in boxes and enclosures using threaded hubs or double lock nuts for dry locations and raintight hubs for wet locations.
   5. Provide insulating bushings, insulated throats, or listed metal fittings with smooth, rounded edges at conduit terminations to protect conductors.
   6. Secure joints and connections to provide mechanical strength and electrical continuity.

G. Penetrations:
   1. Do not penetrate or otherwise notch or cut structural members, including footings and grade beams, without approval of Structural Engineer.
   2. Make penetrations perpendicular to surfaces unless otherwise indicated.
   3. Provide sleeves for penetrations as indicated or as required to facilitate installation. Set sleeves flush with exposed surfaces unless otherwise indicated or required.
   4. Conceal bends for conduit risers emerging above ground.
   5. Where conduits penetrate waterproof membrane, seal as required to maintain integrity of membrane.
   6. Make penetrations for roof-mounted equipment within associated equipment openings and curbs where possible to minimize roofing system penetrations. Where penetrations are necessary, seal as indicated or as required to preserve integrity of roofing system and maintain roof warranty.
   7. Install firestopping to preserve fire resistance rating of partitions and other elements; see Section 078400.

H. Conduit Movement Provisions: Where conduits are subject to movement, provide expansion and expansion/deflection fittings to prevent damage to enclosed conductors or connected equipment. This includes, but is not limited to:
   1. Where conduits cross structural joints intended for expansion, contraction, or deflection.
   2. Where conduits are subject to earth movement by settlement or frost.

I. Conduit Sealing:
   1. Use foam conduit sealant to prevent entry of moisture and gases. This includes, but is not limited to:
      a. Where conduits enter building from outside.
      b. Where service conduits enter building from underground distribution system.
      c. Where conduits enter building from underground.
      d. Where conduits may transport moisture to contact live parts.
   2. Where conduits cross barriers between areas of potential substantial temperature differential, use foam conduit sealant at accessible point near penetration to prevent condensation. This includes, but is not limited to:
      a. Where conduits pass from outdoors into conditioned interior spaces.
      b. Where conduits pass from unconditioned interior spaces into conditioned interior spaces.

J. Provide grounding and bonding; see Section 260526.

END OF SECTION

SECTION 260533.16
BOXES FOR ELECTRICAL SYSTEMS

PART 2 PRODUCTS

1.01 BOXES

A. General Requirements:
   1. Do not use boxes and associated accessories for applications other than as permitted by NFPA 70 and product listing.
   2. Provide all boxes, fittings, supports, and accessories required for a complete raceway system and to accommodate devices and equipment to be installed.
   3. Provide products listed, classified, and labeled as suitable for the purpose intended.
   4. Where box size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
   5. Provide grounding terminals within boxes where equipment grounding conductors terminate.

B. Outlet and Device Boxes Up to 100 cubic inches, Including Those Used as Junction and Pull Boxes:
   1. Use sheet-steel boxes for dry locations unless otherwise indicated or required.
   2. Use cast iron boxes or cast aluminum boxes for damp or wet locations unless otherwise indicated or required; furnish with compatible weatherproof gasketed covers.
   3. Use suitable concrete type boxes where flush-mounted in concrete.
   4. Use suitable masonry type boxes where flush-mounted in masonry walls.
   5. Use raised covers suitable for the type of wall construction and device configuration where required.
   6. Use shallow boxes where required by the type of wall construction.
   7. Do not use "through-wall" boxes designed for access from both sides of wall.
   8. Sheet-Steel Boxes: Comply with NEMA OS 1, and list and label as complying with UL 514A.
   9. Cast Metal Boxes: Comply with NEMA FB 1, and list and label as complying with UL 514A; furnish with threaded hubs.
   10. Boxes for Supporting Luminaires and Ceiling Fans: Listed as suitable for the type and weight of load to be supported; furnished with fixture stud to accommodate mounting of luminaire where required.
   11. Boxes for Ganged Devices: Use multigang boxes of single-piece construction. Do not use field-connected gangable boxes unless specifically indicated or permitted.
   12. Wall Plates: Comply with Section 262726.

C. Cabinets and Enclosures, Including Junction and Pull Boxes Larger Than 100 cubic inches:
   1. Comply with NEMA EN 10250, and list and label as complying with UL 50 and UL 50E, or UL 508A.
   2. NEMA EN 10250 Environment Type, Unless Otherwise Indicated:
   3. Junction and Pull Boxes Larger Than 100 cubic inches:
      a. Provide screw-cover or hinged-cover enclosures unless otherwise indicated.

END OF SECTION

SECTION 260553
IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 2 PRODUCTS

1.01 IDENTIFICATION REQUIREMENTS

A. Identification for Equipment:
   1. Use identification nameplate to identify each piece of electrical distribution and control equipment and associated sections, compartments, and components.
   2. Available Fault Current Documentation: Use identification label to identify the available fault current and date calculations were performed at locations requiring documentation by NFPA 70 including but not limited to the following.
      a. Service equipment.
      b. Industrial control panels.
      c. Motor control centers.
      d. Elevator control panels.
      e. Industrial machinery.

B. Identification for Conductors and Cables:
   1. Color Coding for Power Conductors 600 V and Less: Comply with Section 260519.
   2. Use identification nameplate or identification label to identify color code for ungrounded and grounded power conductors inside door or enclosure at each piece of feeder or branch-circuit distribution equipment when premises has feeders or branch circuits served by more than one nominal voltage system.

1.02 IDENTIFICATION NAMEPLATES AND LABELS

A. Identification Nameplates:
   1. Materials:

B. Identification Labels:
   1. Materials: Use self-adhesive laminated plastic labels; UV, chemical, water, heat, and abrasion resistant.
   2. Text: Use factory pre-printed or machine-printed text. Do not use handwritten text unless otherwise indicated.

1.03 WARNING SIGNS AND LABELS

A. Comply with ANSI Z535.2 or ANSI Z535.4 as applicable.

B. Warning Signs:
   1. Materials:
   2. Minimum Size: 7 by 10 inches unless otherwise indicated.

C. Warning Labels:
   1. Materials: Use factory pre-printed or machine-printed self-adhesive polyester or self-adhesive vinyl labels; UV, chemical, water, heat, and abrasion resistant; produced using materials recognized to UL 969.
   2. Machine-Printed Labels: Use thermal transfer process printing machines and accessories recommended by label manufacturer.
   3. Minimum Size: 2 by 4 inches unless otherwise indicated.

END OF SECTION

SECTION 262416
PANELBOARDS

PART 2 PRODUCTS

1.01 PANELBOARDS - GENERAL REQUIREMENTS

A. Provide products listed, classified, and labeled as suitable for the purpose intended.

B. Unless otherwise indicated, provide products suitable for continuous operation under the following service conditions:
   1. Altitude: Less than 6,600 feet.
   2. Ambient Temperature:

C. Short Circuit Current Rating:

D. Mains: Configure for top or bottom incoming feed as indicated or as required for the installation.

E. Branch Overcurrent Protective Devices: Replaceable without disturbing adjacent devices.

F. Bussing: Sized in accordance with UL 67 temperature rise requirements.
   1. Provide solidly bonded equipment ground bus in each panelboard, with a suitable lug for each feeder and branch circuit equipment grounding conductor.

G. Conductor Terminations: Suitable for use with the conductors to be installed.

H. Enclosures: Comply with NEMA EN 10250, and list and label as complying with UL 50 and UL 50E.
   1. Environment Type per NEMA EN 10250: Unless otherwise indicated, as specified for the following installation locations:
   2. Boxes: Galvanized steel unless otherwise indicated.
      a. Provide wiring gutters sized to accommodate the conductors to be installed.
   3. Fronts:
   4. Lockable Doors: All locks keyed alike unless otherwise indicated.

I. Future Provisions: Prepare all unused spaces for future installation of devices including bussing, connectors, mounting hardware and all other required provisions.

1.02 OVERCURRENT PROTECTIVE DEVICES

END OF SECTION

SECTION 262726
WIRING DEVICES

PART 2 PRODUCTS

1.01 WIRING DEVICES - GENERAL REQUIREMENTS

A. Provide wiring devices suitable for intended use with ratings adequate for load served.

1.02 WALL SWITCHES

A. General Requirements: AC only, quiet operating, general-use snap switches with silver alloy contacts, complying with NEMA WD 1 and NEMA WD 6, and listed as complying with UL 20 and where applicable, FS W-S-896; types as indicated on the drawings.
   1. Wiring Provisions: Terminal screws for side wiring and screw actuated binding clamp for back wiring with separate ground terminal screw.

1.03 RECEPTACLES

A. General Requirements: Self-grounding, complying with NEMA WD 1 and NEMA WD 6, and listed as complying with UL 498, and where applicable, FS W-C-596; types as indicated on the drawings.
   1. Wiring Provisions: Terminal screws for side wiring or screw actuated binding clamp for back wiring with separate ground terminal screw.
   2. NEMA configurations specified are according to NEMA WD 6.

PART 3 EXECUTION

2.01 EXAMINATION

A. Verify that field measurements are as indicated.

B. Verify that outlet boxes are installed in proper locations and at proper mounting heights and are properly sized to accommodate devices and conductors in accordance with NFPA 70.

C. Verify that wall openings are neatly cut and will be completely covered by wall plates.

D. Verify that final surface finishes are complete, including painting.

E. Verify that branch circuit wiring installation is completed, tested, and ready for connection to wiring devices.

F. Verify that conditions are satisfactory for installation prior to starting work.

2.02 INSTALLATION

A. Perform work in accordance with NECA 1 (general workmanship) and, where applicable, NECA 130, including mounting heights specified in those standards unless otherwise indicated.

B. Coordinate locations of outlet boxes provided under Section 260533.16 as required for installation of wiring devices provided under this section.

C. Install wiring devices in accordance with manufacturer's instructions.

D. Install permanent barrier between ganged wiring devices when voltage between adjacent devices exceeds 300 V.

E. Where required, connect wiring devices using pigtails not less than 6 inches long. Do not connect more than one conductor to wiring device terminals.

F. Connect wiring devices by wrapping conductor clockwise 3/4 turn around screw terminal and tightening to proper torque specified by the manufacturer. Where present, do not use push-in pressure terminals that do not rely on screw-actuated binding.

G. Unless otherwise indicated, connect wiring device grounding terminal to branch circuit equipment grounding conductor and to outlet box with bonding jumper.

H. Install wiring devices plumb and level with mounting yoke held rigidly in place.

I. Install wall switches with OFF position down.

J. Install vertically mounted receptacles with grounding pole on top and horizontally mounted receptacles with grounding pole on left.

K. Install wall plates to fit completely flush to wall with no gaps and rough opening completely covered without strain on wall plate. Repair or reinstall improperly installed outlet boxes or improperly sized rough openings. Do not use oversized wall plates in lieu of meeting this requirement.

L. Install blank wall plates on junction boxes and on outlet boxes with no wiring devices installed or designated for future use.

END OF SECTION

SECTION 265100
INTERIOR LIGHTING

PART 2 PRODUCTS

1.01 LUMINAIRES

A. Provide products that comply with requirements of NFPA 70.

B. Provide products that are listed and labeled as complying with UL 1598, where applicable.

C. Provide products listed, classified, and labeled as suitable for the purpose intended.

D. Unless otherwise indicated, provide complete luminaires including lamp(s) and all sockets, ballasts, reflectors, lenses, housings and other components required to position, energize and protect the lamp and distribute the light.

E. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, hardware, supports, trims, accessories, etc. as necessary for a complete operating system.

F. Provide products suitable to withstand normal handling, installation, and service without any damage, distortion, corrosion, fading, discoloring, etc.

END OF SECTION