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

**STATE OF MICHIGAN**

**DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET**

**STATE FACILITIES ADMINISTRATION**

**MICHSPEC™ 2008 VERSION, OWNER AND CONTRACTOR**

**STANDARD CONTRACT FORMS AND CONDITIONS OF THE CONTRACT**

**MICHSPEC™ No. 97.0820 – 00020 THROUGH 97.0820 – 00440**

**RELEASED ON NOVEMBER 1, 1997.**

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

**File No.: 472/26266.CTS**

**Department/Agency: MDOC**

**Project Name: St. Louis Correctional Facility –  
Housing Unit #4 Conversion**

**Location: 8585 N. Croswell Road, St. Louis, MI 48880**

**June 22, 2026**

**1997 Edition/R 4/26**

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**SECTION 00020 GLOSSARY**

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**1.1 Defined Terms:**

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

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

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

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

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

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

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

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

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

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

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**STATE OF MICHIGAN MODEL**  
Developed from FORMSPEC™ Michigan Model.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**General Requirements**– Division 1 of the Specifications.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **1.2 Division 0 Rules of Construction:**

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

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

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

**END OF SECTION 00020**

**SECTION 00030 ADVERTISEMENT**

**1. Invitation to Bid (ITB)** – Your firm is invited to submit a Bid. The State of Michigan as the Owner will receive **bids electronically through the SIGMA VSS website at [SIGMA VSS](#)** until 2:00 p.m., ET, on 7/15/2026. The State reserves the right to cancel this Invitation to Bid (ITB) or change the date and time for submitting Bids by announcing same at any time before the established date and time for Bid opening. Bids must remain open for acceptance by the Owner for no less than the Bid hold period. Contractor may agree to extend the Bid hold period. However, any such extension must be based upon no increase in the Bid Price and/or Contract Time. As a public record, all portions of the proposal response and resulting Contract are subject to disclosure as required under Michigan's Freedom of Information Act (FOIA), MCL 15.231, *et seq.*, including but not limited to any required project documentation utilized throughout the entirety of the contract. However, the State may exempt some information from disclosure as permitted by law. The State reserves the right to determine whether materials submitted by a bidder fall under applicable FOIA exemptions.

**2. Work Description** – The Work, St. Louis Correctional Facility Housing Unit #4 Conversion, File No. 472/26266.CTS includes, but is not necessarily limited to Relocate and/or remove existing receptacles, conduit, plumbing box, and sink in Day Room and Janitor's Closet. Add new secure modules in Day Room and Common Area. Add detention furniture, patch masonry walls, and paint. The site is located at 8585 N. Croswell Road, St. Louis, MI 48880, as shown on the Drawings.

**3. Bidding Documents** – Sets of Bidding Documents may be obtained at: [SIGMA VSS](#)

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

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

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

**5. Pre-Bid Conference** – A mandatory ☒ ~~voluntary~~ ☐ pre-bid conference will be held at 8585 N. Croswell Road, St. Louis, MI on 6/30/2026 at 10:00 am ET. A tour will ☒ ~~will not~~ ☐ be held on the same day, starting at 10:30 am ET. All prospective Bidders and other parties interested in the Work are required ☒ ~~encouraged~~ ☐ to attend the tour, if held. Addenda may be issued, in response to issues raised at the pre-bid conference and tour, or as the **Owner** and/or **Professional** may otherwise consider necessary. An individual is only permitted to represent one bidder at a mandatory Pre-Bid Conference.

FOR CORRECTIONAL FACILITIES ONLY: All contractor/vendor representatives attending a Pre-Bid Walk Through Meeting must submit a Vendor/Contractor LEIN Request five business days prior to the meeting date, (Lien Request For CAJ-1037 attached to Bid posting). Send the LEIN Request form, filled out and signed, by email to [SmithD76@michigan.gov](mailto:SmithD76@michigan.gov) & [FrostS1@michigan.gov](mailto:FrostS1@michigan.gov). The email "Subject" must include **"St. Louis Correctional Facility – Housing Unit #4 Conversion, June 30, 2026, at 10:00 am ET"**.

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

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

**9. Contact Person** – All requests or inquiries concerning the Bidding Documents, or the Work shall be addressed to Joe Sovis, Matrix Consulting Engineers, Inc., [jsovis@matrixceinc.com](mailto:jsovis@matrixceinc.com) or (517) 927-0964. Questions will be accepted until July 2, 2026, at 2:00 pm.

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

**END OF SECTION 00030**

**SECTION 00100 INSTRUCTIONS TO BIDDERS****TABLE OF CONTENTS**

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**STATE OF MICHIGAN MODEL**

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**ARTICLE 1 BIDDING DOCUMENT INTERPRETATIONS**

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

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

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

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

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**ARTICLE 2 QUALIFICATIONS OF BIDDERS**

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### ARTICLE 4 INTERPRETATIONS; ADDENDA

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

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

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

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

#### ARTICLE 5 BID SECURITY

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

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

State Facilities Administration  
Design & Construction Division

3111 W. St. Joseph Street  
Lansing, Michigan 48917

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

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

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

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

## ARTICLE 6 CONTRACT TIME; LIQUIDATED DAMAGES

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

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

## ARTICLE 7 MATERIALS AND EQUIPMENT

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

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

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

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

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

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

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

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

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

## ARTICLE 8 SUBCONTRACTORS

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

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

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

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

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

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

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**ARTICLE 9 BID FORM AND BID FORM ATTACHMENTS**

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

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

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

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

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

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

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**ARTICLE 10 PREPARATION AND SUBMISSION OF BIDS**

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

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

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

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

**10.2. Bids must be submitted electronically through the SIGMA VSS website at [SIGMA VSS](#)**

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 11 BID WITHDRAWAL**

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

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

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

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

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

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

## ARTICLE 12 BID OPENING; OBJECTION TO THE AWARD

12.1. Each Bidder bears sole responsibility to submit their bid electronically through the SIGMA VSS website at [SIGMA VSS](#)

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

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

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

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

## ARTICLE 13 BIDS TO REMAIN OPEN

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

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

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

## ARTICLE 14 AWARD OF THE CONTRACT

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

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

- Compliance with the bid specifications and requirements.
- The Bidder's financial resources.
- The Bidder's technical capabilities.
- The Bidder's technical experience.
- The Bidder's past performance.

- The Bidder's insurance and bonding capacity.
- The Bidder's business integrity.

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

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

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

Some qualitative components that may be evaluated are:

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

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

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

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

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

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

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



for cause by the **Owner** within the last five (5) years before Bid opening; (g) failure to comply with all requirements for foreign corporations; (h) concealment, misrepresentation or misstatement of any material facts; or (i) failure to pay any federal, State or local taxes.

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

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

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

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

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

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

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

\*14.11. Unfair Labor Practice - Bidders who have been found in contempt of court by a Federal Court of Appeals on not less than three occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 U.S.C. 158 are not eligible to be awarded the Contract. A register of employers in violation of this requirement is compiled by the Michigan Department of Energy, Labor and Economic Growth pursuant to 1980 PA 278, MCL 423.321 et seq. Further, the Bidder awarded the Contract shall not use any Subcontractors or Suppliers on the Work whose name appears on the register. According to Section 4 of 1980 PA 278, any contract entered into by the State may be declared void and rescinded to the extent the Bidder awarded the Contract or any Subcontractor, manufacturer, or Supplier awarded Work under the Contract subsequently appears in the register compiled by the Department of Consumer and Industry Services.

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

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

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

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

## ARTICLE 15 EXECUTION OF THE AGREEMENT

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

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

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

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

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

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

15.7. The Notice to Proceed shall be authorized by the **Director-DCD** or his/her designee. Subject to the provisions of Article 13 and compliance with paragraphs 15.2 through 15.4, the Notice to Proceed shall designate a Date of Commencement of the Contract Time no later than sixty (60) Calendar Days after the date ending the Bid hold period, or thirty (30) Calendar Days after receipt by the **Owner** of the executed Section 00500 Agreement and acceptable, executed Section 00610 Performance Bond and Section 00620 Payment Bond, whichever last occurs, unless otherwise directed in writing by the **Owner**.

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

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**ARTICLE 16 MOBILIZATION PAY ITEM**

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

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

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

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

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

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

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

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

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

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

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

**END OF SECTION 00100**

**ATTACHMENT A TO SECTION 00100 – BIDDER'S CHECK LIST****PROFESSIONAL** – Matrix Consulting Engineers, Inc.

WORK – St. Louis Correctional Facility – Housing Unit #4 Conversion

FILE No. – 472/26266.CTS

**BEFORE BID OPENING:**

7/2/2026 – Due date for delivery to the **Professional** of written proposals seeking to have the **Professional** consent to naming additional materials or equipment by Addenda. (Reference: Section 00100, Paragraph 7.2).

7/2/2026 – Bidder inquiries received after this date will not be answered, unless answered through Addenda issued at least seventy-two (72) hours before Bid opening (Business Days only), the Bid opening is postponed by Addendum, or the Work is rebid following post-Bid Addenda. (Reference: Section 00100, paragraph 4.1).

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

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

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

- ☐ 1. Completed Bid Summary provided with Section 00300 Bid Form.
- ☐ 2. Completed Section 00300 Bid Form, which requires (a) completing the acknowledgment of Addenda in paragraph 2.1, (b) filling out Article 6 Bid Schedule and, if any prices are designated, completing Article 7 Change Order Prices, and (c) completing Article 8, that is, entering the date the Bid is submitted, completing paragraphs 8.1 through 8.4, and, if the Bidder is a joint venture, paragraph 8.5, and signing, as appropriate, in the spaces provided.
- ☐ 2.1 Completed Certificate of Principal or other equivalent acceptable certificate or authorization document, which certificate shall be attached to the completed Section 00300 Bid Form.
- ☐ 3. If the Bid includes a Bid Bond, ensure that the surety is authorized to do business in the State by the Department of Licensing and Regulatory Affairs – Insurance Bureau and is listed on the current U.S. Department of the Treasury Circular 570. Also, ensure that the completed Section 00310 Bid Bond is dated, is signed by both the Bidder and surety, and attaches Power of Attorney. If the Bid includes a certified or cashier's check or money order, that check, or money order shall be delivered in original copy before the Bid Due Time to:

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

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

- ☐ 4. Completed Section 00320 Non-collusion Affidavit and if applicable, completed Section 00330 Asbestos Abatement Attestation.
- ☐ 5. Qualified Disabled Veterans Preference Documentation (if preference requested).
- ☐ 5.1 DD 214 – Proof of Service/Discharge.
- ☐ 5.2 Veterans Administration Rating Decision Letter – Proof of Disability, if not indicated in the DD 214.
- ☐ 5.3 Legal Proof of 51% QDV Ownership
- ☐ 6. Byrd Anti-Lobbying Certification (Only when Federal Provisions Addendum is included)
- ☐ 7. State Project Registration (SPR) for the Contractor and subcontractors (if applicable pursuant to 2023 PA 10, as amended, MCL 408.1101 et seq.)

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

**END OF ATTACHMENT A TO SECTION 00100**

**SECTION 00120 – SUPPLEMENTARY INSTRUCTIONS**

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**PROFESSIONAL** – Matrix Consulting Engineers, Inc.  
**WORK** – St. Louis Correctional Facility – Housing Unit #4 Conversion  
**FILE No.** – 472/26266.CTS

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

**END OF SECTION 00120**

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**SECTION 00210 INFORMATION FOR BIDDERS**

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**PROFESSIONAL** – Matrix Consulting Engineers, Inc.  
**WORK** – St. Louis Correctional Facility – Housing Unit #4 Conversion  
**FILE No.** – 472/26266.CTS

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**1.0 RELATED PROVISIONS**

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

**2.0 SUBSURFACE CONDITIONS**

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

There are no subsurface condition reports.

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

There are no subsurface condition reports.

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

**3.0 OTHER PHYSICAL CONDITIONS**

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

There are no other physical condition reports.

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

There are no other physical condition reports.

**4.0 UNDERGROUND UTILITIES**

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

There are no underground utility reports.

**5.0 PERMITS, APPROVALS, LICENSES AND FEES**

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

It is the Contractor's responsibility to secure any permits, approvals, and licenses.

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

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

**6.0 SEQUENCING REQUIREMENTS**

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

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

**END OF SECTION 00210**

## BID SUMMARY

### DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET

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

Bids must be submitted electronically through the SIGMA VSS website at [SIGMA VSS](#)

FILE NUMBER 472/26266.CTS	DEPARTMENT/AGENCY Michigan Department of Corrections (MDOC)	
CONTRACT TIME(S) Pre-Bid Conference & Walk-Through: June 30, 2026, at 10:00 am Accepting Questions up to: July 2, 2026, at 2:00 pm Last Addendum Issued: July 3, 2026 Approximate Project Start: September 15, 2026 Substantial Completion: March 15, 2027 (180 days / 6 months) Final Completion: April 15, 2027 (30 days) Warranty Review Meeting: 6 & 12 Months after Substantial Completion	PROJECT NAME St. Louis Correctional Facility – Housing Unit #4 Conversion	LOCATION 8585 N. Croswell Road St. Louis, MI 48880
BID OPENING DATE  July 15, 2026 <span style="float: right;">at 2:00 pm ET</span>	FOR AN EXAMINATION OF THE SITE CONTACT:  <b>Project requires mandatory attendance at the pre-bid walk-through. No additional site visits are permitted.</b>	
SEE SECTION 00100 INSTRUCTIONS TO BIDDERS AND SECTION 00700 GENERAL CONDITIONS PROVIDED WITH THE BIDDING DOCUMENTS. <b>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.</b>		
FIRM NAME AND COMPLETE ADDRESS   <input type="checkbox"/> Qualified Disabled Veteran	TELEPHONE NUMBER and E-MAIL ADDRESS  <b><u>SIGMA VENDOR NUMBER</u></b> <small>(protected information required for processing payments)</small>	
BIDDER'S SIGNATURE AND TITLE	DATE	WITNESS' SIGNATURE <span style="float: right;">DATE</span>

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):

_____ <small>(use words)</small>	Dollars \$ _____ <small>(in figures)</small>
Alternate 1: (Add/Subtract) _____ <small>(use words)</small>	Dollars \$ _____ <small>(in figures)</small>
Alternate 2: (Add/Subtract) _____ <small>(use words)</small>	Dollars \$ _____ <small>(in figures)</small>
Alternate 3: (Add/Subtract) _____ <small>(use words)</small>	Dollars \$ _____ <small>(in figures)</small>

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:

Relocate and/or remove existing receptacles, conduit, plumbing box, and sink in Day Room and Janitor's Closet. Add new secure modules in Day room and Common Area. Add detention furniture, patch masonry walls, and paint.



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

Addenda: Bidder acknowledges receipt of Addenda: No. \_\_\_\_ dated: \_\_\_\_\_, No. \_\_\_\_ dated: \_\_\_\_\_ No. \_\_\_\_ dated: \_\_\_\_\_

## SECTION 00300 BID FORM

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**PROFESSIONAL** – Matrix Consulting Engineers, Inc.

**WORK** – St. Louis Correctional Facility – Housing Unit #4 Conversion

**FILE No.** 472/26266.CTS

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

---

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

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

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#### STATE OF MICHIGAN MODEL

Developed from FORMSPEC™ Michigan Model

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

## **ARTICLE 2 THE BIDDER'S REPRESENTATIONS**

---

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

No. ____ Dated _____	No. ____ Dated _____	No. ____ Dated _____
No. ____ Dated _____	No. ____ Dated _____	No. ____ Dated _____
No. ____ Dated _____	No. ____ Dated _____	No. ____ Dated _____

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

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

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

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

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

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

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

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

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

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

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

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

### **ARTICLE 3 TIME OF COMPLETION**

---

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

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

### **ARTICLE 4 ATTACHMENTS INCLUDED WITH THIS BID**

---

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

4.1.1. Evidence of Authority to Sign the Bid.

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

Alternate Bid Security.

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

#### ***TO BE PROVIDED POST BID WITH SECTION 00400 SUBMITTALS:***

4.1.5 Current EMR Rating

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

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

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

---

### **ARTICLE 5 DEFINED TERMS**

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



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

Alternate Item No.	Bid Quantity	Description	Unit Price	Item Bid Price
1	1	DEDUCT – if awarded this project (472/26266) with the Food Slot Upgrades project (472/26244).		

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

Name of the Bidder \_\_\_\_\_ File No. \_\_\_\_\_

Date \_\_\_\_\_

**SIGMA VENDOR NUMBER** \_\_\_\_\_

Telephone No. \_\_\_\_\_

## ARTICLE 7 SCHEDULE OF CHANGE ORDER PRICES

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

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

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

Name of the Bidder \_\_\_\_\_

File No. \_\_\_\_\_

Date \_\_\_\_\_

**SIGMA VENDOR NUMBER** \_\_\_\_\_

Telephone No. \_\_\_\_\_

**ARTICLE 8 BID SUBMITTED ON the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.**

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

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

**8.2. If the Bidder is an Individual:**

Name of Individual: \_\_\_\_\_

Name & Title of Person \_\_\_\_\_

Authorized to sign: \_\_\_\_\_

Signature: \_\_\_\_\_

(If not the Individual, Attach Power of Attorney) \_\_\_\_\_ Date \_\_\_\_\_

Doing Business as: \_\_\_\_\_

Business Address: \_\_\_\_\_

**SIGMA VENDOR NUMBER** \_\_\_\_\_

County of registration \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

**8.3. If the Bidder is a Partnership:**

By: \_\_\_\_\_

(True Name of the Partnership) \_\_\_\_\_

Partner Authorized to Sign \_\_\_\_\_ Date \_\_\_\_\_

Signature: \_\_\_\_\_

(Attach evidence of Authority to sign) \_\_\_\_\_ Date \_\_\_\_\_

Business Address: \_\_\_\_\_

**SIGMA VENDOR NUMBER** \_\_\_\_\_

County of registration \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX \_\_\_\_\_

**8.4. If the Bidder is a Corporation:**

By: \_\_\_\_\_

(Legal Corporation Name) \_\_\_\_\_

Name & Title of  
Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

(Attach evidence of Authority to sign) \_\_\_\_\_ Date \_\_\_\_\_

Name & Title of  
Officer Attesting: \_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

Business Address: \_\_\_\_\_

**SIGMA VENDOR NUMBER** \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX \_\_\_\_\_

(State of Incorporation): \_\_\_\_\_



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

**CERTIFICATE OF PRINCIPAL**

**(BIDDER)**

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

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

\_\_\_\_\_  
Name of the Corporation or True Name of the Partnership

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

\_\_\_\_\_  
Telephone No.

(Corporate Seal)

**VERIFICATION  
(BIDDER)**

STATE OF MICHIGAN            )  
  )  
COUNTY OF \_\_\_\_\_ )

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

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**END OF SECTION 00300**

**SECTION 00310 BID BOND****FILE No. 472/26266.CTS SURETY COMPANY REFERENCE No. \_\_\_\_\_**

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

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

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

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

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

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

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

Address and Telephone of Surety

Address and Telephone of Agent

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

THE BIDDER: (Print Full Name and Sign)

THE SURETY: (Print Full Name and Sign)

By: \_\_\_\_\_

By Agent: \_\_\_\_\_

Name &amp; Title: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

WITNESS: \_\_\_\_\_

WITNESS: \_\_\_\_\_

Telephone No. \_\_\_\_\_

Telephone No. \_\_\_\_\_

Email: \_\_\_\_\_

**END OF SECTION 00310**

**SECTION 00320 NONCOLLUSION AFFIDAVIT****PROFESSIONAL** – Matrix Consulting Engineers, Inc.

WORK – St. Louis Correctional Facility – Housing Unit #4 Conversion

FILE No. 472/26266.CTS

Affiant, \_\_\_\_\_, being first duly sworn, deposes and says that:

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

(2) The Bidder has submitted to the **Owner** a "Bid" to enter into the above referenced Contract, also referred to in this Affidavit as "the Work."(3) This Section 00320 Non-collusion Affidavit is executed by Affiant for inclusion with the submission to the **Owner** of the Bid and may be relied upon by the **Owner** in considering the Bid.

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

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

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

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

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

By: \_\_\_\_\_ Title: \_\_\_\_\_

SIGMA VENDOR NUMBER \_\_\_\_\_ Telephone No. \_\_\_\_\_

**VERIFICATION**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

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

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

Notary Public, State of \_\_\_\_\_

My Commission expires: \_\_\_\_\_, 20\_\_\_\_

**END OF SECTION 00320**

## SECTION 00330 ASBESTOS ABATEMENT ATTESTATION

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**PROFESSIONAL** – Matrix Consulting Engineers, Inc.

**WORK** – St. Louis Correctional Facility – Housing Unit #4 Conversion

**FILE No.** 472/26266.CTS

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### ASBESTOS ABATEMENT ATTESTATION

#### SUBMISSION REQUIRED WITH ALL BIDS

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

**(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 CONTAIN ASBESTOS ABATEMENT AND THIS ATTESTATION IS TO BE LEFT BANK.**

**Contractor attests that: (check one:)**

1. ☐ The Contractor will self-perform all asbestos abatement project work and attests that Contractor has not been issued 5 or more notices of violation of environmental regulations (State and/or Federal), nor has been subject to an administrative consent order or a consent judgment involving environmental regulations.
2. ☐ The Contractor will self-perform all asbestos abatement project work; however, Contractor has been issued 5 or more notices of violation of environmental regulations (State and/or Federal), or has been subject to an administrative consent order or a consent judgment involving environmental regulations, requiring Owner to conduct a background investigation and a public hearing pursuant to PA 59 of 2024, MCL 338.3371 et seq.
3. ☐ The Contractor nominates the following Sub-contractor for all asbestos abatement project work and attests that the nominated Sub-contractor has not been issued 5 or more notices of violation of environmental regulations (State and/or Federal), nor has been subject to an administrative consent order or a consent judgment involving environmental regulations:

Nominated Sub-contractor: \_\_\_\_\_

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

Nominated Sub-contractor: \_\_\_\_\_

**END OF SECTION 00330**

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**SECTION 00410 BID BREAKDOWN**

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**PROFESSIONAL** – Matrix Consulting Engineers, Inc.

**WORK** – St. Louis Correctional Facility – Housing #4 Conversion

FILE No. 472/26266.CTS

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**1.0 BID BREAKDOWN:** The Apparent Low Bidder shall itemize below a cost breakdown of the Apparent Low Bidder's Bid. The Bid Breakdown shall be organized into separable parts of the Work so that one hundred percent (100%) of the Base Bid plus all Alternates is accounted for. Portions of the Work for which costs are itemized shall include Work to be furnished and performed directly by the Apparent Low Bidder and its Subcontractors and Suppliers, as applicable. Each separable part of the Work identified in this Bid Breakdown shall have a value not exceeding Ten percent (10%) of the Apparent Low Bidder's Base Bid, except parts of the Work designating furnished materials or equipment, which may be itemized as quoted.

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

**END OF SECTION 00410**

## SECTION 00420 QUESTIONNAIRE

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**PROFESSIONAL** – Matrix Consulting Engineers, Inc.

**WORK** – St. Louis Correctional Facility – Housing Unit #4 Conversion

**FILE No.** 472/26266.CTS

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### ARTICLE 1 ORGANIZATION

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

### ARTICLE 2 SPECIALTY CONTRACTOR LICENSES

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

### ARTICLE 3 EXPERIENCE

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

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

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

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

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

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

#### ARTICLE 4 ADDITIONAL QUALIFICATIONS

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

---

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

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

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

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

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

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

#### ARTICLE 5 REFERENCES

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

5.2. Bank references:

5.3. Insurance:

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

Signed by: \_\_\_\_\_ Name \_\_\_\_\_ Title \_\_\_\_\_

on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**END OF SECTION 00420**

**REFERENCES ATTACHMENT**

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**PROFESSIONAL** – Matrix Consulting Engineers, Inc.

WORK – St. Louis Correctional Facility – Housing Unit #4 Conversion

FILE No. 472/26266.CTS

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**REFERENCE #**

Public Owner: \_\_\_\_\_

Project/Contract Name: \_\_\_\_\_

Location of Project/Contract: \_\_\_\_\_

Contract Price: \_\_\_\_\_ Project/Contract Started: \_\_\_\_\_ Completed: \_\_\_\_\_

Owner's Representative (Name and Telephone): \_\_\_\_\_

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Apparent Low Bidder's \_\_\_\_ or Nominated Subcontractor's \_\_\_\_

Representative Name and Telephone \_\_\_\_\_

Scope of Project/Contract: \_\_\_\_\_

---

**REFERENCE #**

Public Owner: \_\_\_\_\_

Project/Contract Name: \_\_\_\_\_

Location of Project/Contract: \_\_\_\_\_

Contract Price: \_\_\_\_\_ Project/Contract Started: \_\_\_\_\_ Completed: \_\_\_\_\_

Owner's Representative (Name and Telephone): \_\_\_\_\_

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Apparent Low Bidder's \_\_\_\_ or Nominated Subcontractor's \_\_\_\_

Representative Name and Telephone \_\_\_\_\_

Scope of Project/Contract: \_\_\_\_\_

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**REFERENCES ATTACHMENT**

---

**PROFESSIONAL** – Matrix Consulting Engineers, Inc.

WORK – St. Louis Correctional Facility – Housing Unit #4 Conversion

FILE No. 472/26266.CTS

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**REFERENCE #**

Public Owner: \_\_\_\_\_

Project/Contract Name: \_\_\_\_\_

Location of Project/Contract: \_\_\_\_\_

Contract Price: \_\_\_\_\_ Project/Contract Started: \_\_\_\_\_ Completed: \_\_\_\_\_

Owner's Representative (Name and Telephone): \_\_\_\_\_  
\_\_\_\_\_

Apparent Low Bidder's \_\_\_\_ or Nominated Subcontractor's \_\_\_\_

Representative Name and Telephone \_\_\_\_\_

Scope of Project/Contract: \_\_\_\_\_  
\_\_\_\_\_**REFERENCE #**

Public Owner: \_\_\_\_\_

Project/Contract Name: \_\_\_\_\_

Location of Project/Contract: \_\_\_\_\_

Contract Price: \_\_\_\_\_ Project/Contract Started: \_\_\_\_\_ Completed: \_\_\_\_\_

Owner's Representative (Name and Telephone): \_\_\_\_\_  
\_\_\_\_\_

Apparent Low Bidder's \_\_\_\_ or Nominated Subcontractor's \_\_\_\_

Representative Name and Telephone \_\_\_\_\_

Scope of Project/Contract: \_\_\_\_\_  
\_\_\_\_\_

## SECTION 00430 LIST OF SUBCONTRACTORS

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**PROFESSIONAL** – Matrix Consulting Engineers, Inc.

**WORK** – St. Louis Correctional Facility – Housing Unit #4 Conversion

**FILE No.** 472/26266.CTS

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

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

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

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

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

(THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY)

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

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

Signed by: \_\_\_\_\_ Name \_\_\_\_\_ Title \_\_\_\_\_

on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**END OF SECTION 00430**

**PROFESSIONAL** – Matrix Consulting Engineers, Inc.  
**WORK** – St. Louis Correctional Facility – Housing Unit #4 Conversion

FILE No. 472/26266.CTS

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

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

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

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

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

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

### 1.6. Schedule of Bid Materials and Equipment

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

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

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

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

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

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

## ARTICLE 2 BID MATERIALS AND EQUIPMENT – OPEN SPECIFICATIONS

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

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

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

### 2.4. Schedule of Bid Materials and Equipment

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

ITEM 6 -

ITEM 7 -

ITEM 8 -

ITEM 9-

ITEM 10 -

ITEM 11-

ITEM 12 -

MATERIAL OR  
EQUIPMENT

SPECIFICATION  
SECTION

**CONTRACTOR** TO NAME ITS  
CHOSEN MANUFACTURERS  
AND SUPPLIERS

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

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

Signed by: \_\_\_\_\_ Name \_\_\_\_\_ Title \_\_\_\_\_

on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**END OF SECTION 00440**

SECTION 00500 AGREEMENT

FILE No. 472/26266.CTS CONTRACT ORDER No. Y26242

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\* To be Completed With the Bidding Documents

\*\* To Be Completed Upon Award of the Contract \*\*

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

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

**ARTICLE 1 THE CONTRACT; THE PROJECT; THE WORK**

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

**STATE OF MICHIGAN MODEL**  
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1.2. PROJECT NAME – St. Louis Correctional Facility – Housing Unit #4 Conversion

1.3. THE WORK – Relocate and/or remove existing receptacles, conduit, plumbing box, and sink in Day Room and Janitor's Closet. Add new secure modules in Day Room and Common Area. Add detention furniture, patch masonry walls, and paint.

**ARTICLE 2 CONTRACT DOCUMENTS**

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

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

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

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

2.2.2. **Section 00800 Supplementary Conditions**, including \_\_\_\_\_; and **Section 00120 Supplementary Instructions**, including \_\_\_\_\_.

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

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

2.2.5. **Divisions 2 through 32 of the Specifications**, and **Drawings**, bearing the title: St. Louis Correctional Facility – Housing Unit #4 Conversion, dated June 22, 2026.

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

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

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

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

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

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

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

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

### ARTICLE 3 CONTRACT PRICE

---

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

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

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

### ARTICLE 4 CONTRACT TIME; LIQUIDATED DAMAGES

---

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

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



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

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

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

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

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

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

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

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

#### **Assessment and/or Withholding of Liquidated Damages**

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

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

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

#### **ARTICLE 5 PAYMENTS TO CONTRACTOR**

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

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

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

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

## ARTICLE 6 THE PROFESSIONAL SERVICES CONTRACTOR

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

## ARTICLE 7 CONTRACTOR'S REPRESENTATIONS

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

## ARTICLE 8 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 9 NOTICE AND SERVICE

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

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

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

### THE STATE OF MICHIGAN

BY:

\_\_\_\_\_  
**Director**, DTMB, SFA, Design and Construction  
NAME:

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Address for giving notices:

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

### THE CONTRACTOR

BY:

\_\_\_\_\_  
Title: \_\_\_\_\_ Date

NAME:

\_\_\_\_\_  
Federal ID No. or SS No. (LAST 4 Only)

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Address for giving notices

**CERTIFICATE OF PRINCIPAL**(If **Contractor** is Other Than a Sole Proprietor)

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

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

\_\_\_\_\_  
Name of the Corporation or True Name of the Partnership

\_\_\_\_\_  
Telephone No. \_\_\_\_\_

(Corporate Seal)

**VERIFICATION**  
(by **Contractor**)

STATE OF \_\_\_\_\_ )  
\_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

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

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

\_\_\_\_\_

Notary Public, State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

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

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

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

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

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

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

IN WITNESS THEREOF, I have set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CORPORATE SEAL**

\_\_\_\_\_  
Corporate Officer's Signature

\_\_\_\_\_  
Title

Telephone No. \_\_\_\_\_

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

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

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

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

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

IN WITNESS THEREOF, I have set my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
General Partner's Signature

\_\_\_\_\_  
Title

Telephone No. \_\_\_\_\_

**END OF SECTION 00500**

**SECTION 00520 ATTACHMENT "A" TO AGREEMENT**

**PROFESSIONAL** – Matrix Consulting Engineers, Inc.  
**WORK** – St. Louis Correctional Facility – Housing Unit #4 Conversion  
**FILE No.** 472/16266.CTS **CONTRACT ORDER No.** Y26242

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

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

The following separable parts of the Work will be completed, as specified in the Contract Documents:

- (a) within \_\_\_\_\_ (\_\_\_\_) Days from the date when the Contract Time commences to run, or on or before \_\_\_\_\_, 20\_\_\_\_.
- (b) within \_\_\_\_\_ (\_\_\_\_) Days from the date when the Contract Time commences to run, or on or before \_\_\_\_\_, 20\_\_\_\_.
- (c) within \_\_\_\_\_ (\_\_\_\_) Days from the date when the Contract Time commences to run, or on or before \_\_\_\_\_, 20\_\_\_\_.

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

The **Owner** and **Contractor** recognize that the Contract Time(s) specified in this Attachment A is(are) of the essence to this Agreement in that the **Owner** will suffer costs and damages if the Work is not completed within the Contract Time(s) plus any extensions authorized in accordance with Section 00700 General Conditions. Accordingly, liquidated damages will apply based on the following schedule: (a) \_\_\_\_\_

- \_\_\_\_\_ Dollars and No/Cents (\$ \_\_\_\_\_);
- (b) \_\_\_\_\_ Dollars and No/Cents (\$ \_\_\_\_\_); and
- (c) \_\_\_\_\_ Dollars and No/Cents (\$ \_\_\_\_\_) for

each Calendar Day that expires after each of the respective Contract Times specified in this Section 00520 Attachment A to the Agreement for the completion of each of those designated parts of the Work, respectively, until each of those parts of the Work is complete. Any deduction by the **Owner** of liquidated damages from Requests for Payment shall be undertaken only after consultation with the **Professional** and shall be subject to the procedures outlined in paragraph 4.3, Section 00500 Agreement.

**END OF SECTION 00520**

## SECTION 00610 PERFORMANCE BOND

FILE No. 472/26266.CTS SURETY COMPANY REFERENCE No. \_\_\_\_\_

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

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

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

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

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

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

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

Name, Address and Telephone of the Surety:

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

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

THE **CONTRACTOR**: (Print Full Name and Sign)  
WITNESS \_\_\_\_\_By: \_\_\_\_\_  
Name & Title: \_\_\_\_\_

THE SURETY: (Print Full Name and Sign)

Telephone No. \_\_\_\_\_  
Agent: \_\_\_\_\_

WITNESS \_\_\_\_\_

Attorney-in-Fact: \_\_\_\_\_

Telephone No. \_\_\_\_\_

Email: \_\_\_\_\_

END OF SECTION 00610



## SECTION 00620 PAYMENT BOND

FILE No. 472/26266.CTS SURETY COMPANY REFERENCE No. \_\_\_\_\_

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

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

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

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

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

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

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

Name, Address and Telephone of the Surety:

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

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

THE **CONTRACTOR**: (Print Full Name and Sign)  
WITNESS \_\_\_\_\_By: \_\_\_\_\_  
Name & Title: \_\_\_\_\_

THE SURETY: (Print Full Name and Sign)

Telephone No. \_\_\_\_\_  
Agent: \_\_\_\_\_

WITNESS \_\_\_\_\_

Attorney-in-Fact: \_\_\_\_\_

Telephone No. \_\_\_\_\_

Email: \_\_\_\_\_

END OF SECTION 00620

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## STATE OF MICHIGAN MODEL

Developed from FORMSPEC™ Michigan Model

These Model Specifications, known as the MICHSPEC™ 97.0820 Model Specifications, Sections 00500 through 00700 have been licensed to the State of Michigan, Department of Technology, Management and Budget (**DTMB**). Title to and use of these Specifications is strictly restricted. Except as authorized in writing by the Department of Technology, Management and Budget, State Facilities Administration, or as may be appropriate for their use in the bidding and execution of the Work, reproduction, translation or substantial use or quotation of any part of any of these Specifications beyond that permitted by the 1976 United States Copyright Act without the prior written permission is unlawful. Provisions marked with an asterisk have been furnished by the **DTMB** or have been taken from **DTMB**– provided contracts and are excluded from this copyright limitation.

## ARTICLE 1 INTERPRETATIONS

### 1.1 Section 00020 Glossary:

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

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

### 1.2 Intent of the Contract Documents:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 1.3 Priority of the Contract Documents:

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

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

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

#### 1.4 Interpretation of Indemnification Provisions:

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

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

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

#### 1.5 Additional Interpretations:

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

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

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

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

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

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

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

#### 1.6 Ownership and Use of the Contract Documents:

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

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

## 1.7 Copies of the Contract Documents:

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

## ARTICLE 2 THE OWNER – GENERAL PROVISIONS

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### 2.1 Availability of Lands, Areas, Properties and Facilities:

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

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

### 2.2 Reference Points; Base Lines and Benchmarks:

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

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

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

### 2.3 Stop Work Order:

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

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

### 2.4 Limitations on the Owner's Responsibilities:

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

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

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

## 2.5 Additional General Provisions:

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

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

## 2.6 Partnering Charter:

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

## ARTICLE 3 THE PROFESSIONAL – GENERAL PROVISIONS

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### 3.1 Owner's Representative:

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

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

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

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

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

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

### 3.2 Clarifications and Interpretations:

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

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

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

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

### 3.4 Determinations by the Professional:

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

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

### 3.5 Limitations on the Professional's Responsibilities:

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

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

## ARTICLE 4 CONTROL OF WORK – GENERAL PROVISIONS

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### 4.1 Review of the Contract Documents:

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

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

### 4.2 Management, Supervision and Personnel:

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

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

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

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

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

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

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

### 4.3 Materials and Equipment:

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

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

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

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

### 4.4 Concerning Control of Work:

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

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

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

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



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

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

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

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

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

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

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

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

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

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

#### 4.5 Patent Fees and Royalties:

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

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

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

#### 4.6 Use of Premises:

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

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

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

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

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

#### **4.7 Record Documents:**

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

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

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

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

#### **4.8 Emergencies:**

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

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

#### **4.9 Indemnification:**

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

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

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

## **ARTICLE 5 SUBCONTRACTORS AND SUPPLIERS**

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### **5.1 Employment of Subcontractors:**

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

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

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

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

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

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

### **5.2 "Or Equal" and Substitute Materials and Equipment:**

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

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

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

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

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

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

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

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

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

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

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

### 5.3 The Contractor's Continuing Responsibilities:

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

## ARTICLE 6 SUBMITTALS

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### 6.1 Shop Drawing, Sample and Other Technical Submittals:

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

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

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

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

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

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

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

## **6.2 Review and Return of Technical Submittals:**

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

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

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

## **6.3 Progress Schedule Submittals:**

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

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

#### **6.4 Review and Return of Progress Schedule Submittals:**

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

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

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

#### **6.5 Additional Provisions Concerning Submittals:**

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

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

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

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

### **ARTICLE 7 LEGAL REQUIREMENTS; INSURANCE**

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

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

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

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

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

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

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

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

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

## **7.3 Safety and Protection:**

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

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

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

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

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

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

#### 7.4 Bonds and Insurance – General Requirements:

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

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

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

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

#### 7.5 The Contractor's Liability Insurance:

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

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

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

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

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

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

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

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



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

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

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

## 7.6 Pollution Liability Insurance

(...\*\*\* Professional to include Pollution Liability Insurance if needed \*\*\*...)

7.6.1. Pollution Liability Insurance in the amounts of not less than \$2,000,000 per occurrence is required.

## 7.7 Property Insurance (Builder's All Risk Insurance)

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

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

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

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

## 7.8 Waiver of Rights:

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

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

## 7.9 Receipt and Application of Proceeds:

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

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

#### **\*7.10 Unfair Labor Practice:**

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

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

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

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

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

#### **\*7.12 Nondiscrimination:**

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

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

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

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

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

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

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

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

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

#### **\*7.13 Michigan Residency for Employees:**

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

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

#### **\*7.14 Prevailing Wages:**

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

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

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

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

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

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

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

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

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

#### **7.15 Asbestos Abatement:**

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

## ARTICLE 8 PROSECUTION; SUBSTANTIAL COMPLETION

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### 8.1 Starting the Work:

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

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

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

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

### 8.3 Compliance with Contract Time Requirements:

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

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

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

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

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

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

### 8.4 Substantial Completion:

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

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

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

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

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

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

## **8.5 Partial Use:**

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

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

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

## **8.6 Division of Responsibilities:**

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

## **8.7 Suspension of Work:**

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

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

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

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

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

## **8.8 Sharing of Total Float On Non – Critical Paths:**

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

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

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

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### **9.1 Warranty:**

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

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

### **9.2 Tests, Inspections and Approvals:**

9.2.1. The **Owner**, **Professional**, their representatives and consultants, testing agencies and those State agencies and Political Subdivisions with jurisdiction shall be permitted access to the Work at reasonable times while the Work is in progress for On-Site Inspection and/or inspection, testing or approval. The **Contractor** shall provide proper and safe conditions for such access. The **Contractor** shall give the **Professional** timely notice whenever any Work is ready for inspections, tests, or approvals, so that the **Professional** may observe such inspections, tests, or approvals. Tests, inspections, or approvals shall not in any way relieve the **Contractor** from the **Contractor's** obligations to perform the Work in accordance with the Contract Documents or warrant the Work as provided in the Contract Documents.

9.2.2. Unless otherwise provided in Section 00800 Supplementary Conditions, the **Owner** will retain a testing agency, directly or through the **Professional**, to perform inspections, tests or approvals required by the Contract Documents except for those inspections, tests or approvals specifically designated to the Contractor in the Contract Documents. The **Owner** will pay the charges of the testing agency, except if related to tests, inspections or approvals required by Law or otherwise charged to the **Contractor** under the provisions of paragraph 9.2.4 or 9.3.

9.2.3. The **Contractor** shall assume full responsibility for any testing, inspection, or approval (a) required by Law, (b) indicated in or required by the Contract Documents as designated to the Contractor, or (c) required for the **Professional's** acceptance of a Supplier, materials or equipment or mix designs submitted for prior approval by the **Contractor**. The **Contractor** shall (a) pay all related costs, except costs assumed by the **Owner** under paragraph 9.2.2, (b) schedule related activities, and (c) secure and furnish to the **Professional** the required certificates of inspection, testing or approval.

9.2.4. The **Contractor** shall be responsible for any testing, inspection or approval that reveals Defective Work, including an appropriate portion of the Delay and costs occasioned by such discovery of Defective Work. Examples of such costs assumed by the **Contractor** include, but are not limited to, charges of the **Professional** for repeated On-Site Inspections and, to the extent designated in the pertinent Specification, repeat testing, inspection, or approval charges by testing agencies.

### 9.3 Uncovering Work:

9.3.1. Any Work covered without the **Professional's** prior written concurrence shall, when requested by the **Professional**, be uncovered, exposed, or otherwise made available for On-Site Inspection, testing, inspection, or approval as the **Professional** may require, and replaced, if necessary. This requirement applies to Work, which requires On-Site Inspection by the **Professional**, based on the Contract Documents or on specific On-Site Inspection procedures of which the **Professional** notifies the **Contractor** in advance. This requirement also applies to Work, which is to be inspected, tested, or approved by others. The **Contractor** shall be responsible for any such uncovering, exposure, On-Site Inspection, testing, inspection, and satisfactory reconstruction, including an appropriate portion of the Delay and costs, unless the **Contractor** gave the **Professional** timely written notice of the **Contractor's** intentions to cover such Work and the **Professional** failed to act with reasonable promptness in response to such written notice.

9.3.2. The **Contractor**, at the **Professional's** request, shall uncover, expose, or otherwise make available for On-Site Inspection, inspection, testing or approval any covered Work otherwise not required to be observed or inspected, tested, or approved before covering, if the **Professional** determines that such covered Work shall be on-site inspected by the **Professional** or inspected, tested, or approved by others. The **Contractor** shall be responsible for any such uncovering, exposure, On-Site Inspection, inspection, testing and satisfactory reconstruction, including an appropriate portion of the Delay costs, whenever any such uncovered Work is found to be Defective. If, however, any such Work uncovered at the **Professional's** request is not found Defective, the **Owner** will amend the Contract Documents to provide for a corresponding adjustment in Contract Price and/or Contract Time.

### 9.4 Correction of Work:

9.4.1. Before the Correction Period – If required by the **Professional**, the **Contractor** shall correct all Defective Work, whether fabricated, installed or completed or not. If any Work is rejected by the **Professional** or if any testing, inspection, or approval reveals Defective Work, the **Contractor** shall promptly, as direct, remove the Defective Work from the site and replace it with non-Defective Work. The **Contractor** shall bear responsibility for its proportionate share of the Delay and costs resulting from the correction and/or the removal and replacement of Defective Work.

9.4.1.1. If the **Contractor**, within reasonable time after receipt of written notice, (a) fails to correct Defective Work or remove and replace rejected Work, or (b) fails to correct or complete items on any Punch List, or (c) fails to perform Work in accordance with the Contract Documents, or (d) fails to comply with any other provision of the Contract Documents, the **Owner**, after seven (7) Calendar Days' written notice to the **Contractor**, may correct and remedy the deficiency. To the extent necessary to correct and remedy such deficiency, the **Owner** shall be allowed to exclude the **Contractor** from all or part of the site; take possession of all or part of the Work and stop related operations of the **Contractor**; take possession of the **Contractor's** tools, plant and office and construction equipment at the site; and incorporate into the Work materials and equipment for which the **Owner** has paid the **Contractor**. The **Contractor** shall allow the **Owner** and **Professional** access to the site as the **Owner** may require completing corrective and remedial action. The **Owner** shall be entitled to an appropriate decrease in Contract Price for all claims, costs, losses, damages, and Delay incurred or sustained by the **Owner** which are attributable to the **Contractor**. Costs assumed by the **Contractor** under this provision include, without limitation, costs of correction or removal and replacement of Defective Work, costs of repair and replacement of other work destroyed or damaged by the action and related charges of the **Professional**.

9.4.1.2. Instead of requiring correction or removal and replacement of any Defective Work, the **Owner**, with the advice of the **Professional**, may prefer to accept any Defective Work. In any such case, the **Contractor** shall bear its proportionate share of the Delay and costs associated with the **Owner's** determination to accept the Defective Work. If the **Owner's** acceptance of the Defective Work takes place before the **Professional's** recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents, and the Contract Price shall be adjusted accordingly.

9.4.2. Correction Period – The Contract Documents provide for one Correction Period for the entire Work, whether Partial Use of any portion of the Work is designated as eligible by the Contract Documents or not. The Correction Period shall start on the date of Substantial Completion of the Work, or on a later date, if so, provided in the Contract Documents. The Correction Period shall last one year, or longer, if so, specified in the Contract Documents.

9.4.3. Correction of Work During the Correction Period – The **Contractor** shall correct Defective Work or, if rejected by the **Owner**, remove from the site, and replace any Defective Work with non-Defective Work. The **Contractor's** corrective action shall be in accordance with the **Owner's** written instructions and shall be accomplished at the **Contractor's** sole expense. If the Defective Work causes an Emergency or unacceptable risk of loss or damage, the **Contractor** shall take immediate action to correct or remove and replace the Defective Work.

9.4.3.1. If the **Contractor** fails to take corrective action in accordance with the terms of any such **Owner** written instruction, the **Owner**, directly or through others under contract with the **Owner**, may correct or remove and replace the Defective Work.

In any such case, the **Contractor** shall bear its proportionate share of all resulting claims, costs, losses, and damages. If the **Owner** and the **Contractor** are unable to agree as to the amounts due by the **Contractor** to the **Owner** under the provisions of this paragraph, the **Owner** may deliver a claim, in accordance with the procedures and within the deadlines set forth in Article 15. If the discovery of the Defective Work takes place after final payment and the **Contractor** fails to pay the **Owner** any of the amounts due under the provisions of this paragraph, the **Owner** shall demand due performance under Section 00610 Performance Bond and Article 14 or deliver a claim, in accordance with the procedures and within the deadlines set forth in Article 15, or both.

9.4.4 After the Correction Period – Until the period of limitation provided by Michigan Law, the **Contractor** shall promptly correct Defective Work upon receipt of written notice from the **Owner**. If appropriate under the circumstances or, in the event of an Emergency or unacceptable risk of loss or damage, the **Owner**, directly or through others under contract with the **Owner**, may correct or remove and replace the Defective Work.

9.4.5. It is not the intent of paragraph 9.4 or paragraph 9.5 to establish a period of limitations for the **Contractor's** warranty or to limit the obligations of the **Contractor** to warrant that the Work will not be Defective. The specified correction of Work requirements relates only to the specific obligation of the **Contractor** to correct or remove and replace Defective Work. The specified correction of Work requirements has no limitation on the rights of the **Owner** to have Defective Work corrected or removed and replaced, if rejected, except as otherwise provided by Michigan Law.

## 9.5 Special Correction Period Requirements:

9.5.1. Whenever the **Owner** undertakes Partial Use of any portion of the Work specifically designated as eligible for Partial Use in the Contract Documents, the warranties for all materials and equipment incorporated into that portion of the Work shall remain in full force and effect between the start of such Partial Use and the date when the Correction Period starts. If no separate price for such special correction period was requested in Section 00300 Bid Form and made part of the Contract Documents, the **Owner** will appropriately adjust the Contract Price.

9.5.2. Whenever the **Owner** undertakes Partial Use of any portion of the Work because any act or omission within the control of the **Contractor** Delays completion of the Work, or any portion of the Work, within a designated Contract Time, the warranties for all materials and equipment incorporated into that portion of the Work shall, at no adjustment in Contract Price, be maintained in full force and effect between the beginning date of such Partial Use and the date when the Correction Period starts.

9.5.3. The correction period for any Defective Work that is corrected or rejected and replaced within the last three (3) months of the Correction Period shall be extended by an additional six (6) months, starting on the date such Work was made non-Defective.

9.5.4. The Contract Documents may require the Correction Period to start on a date later than the date of Substantial Completion of the entire Work. If such is the case, and the **Owner** advances or defers the start of the Correction Period, the **Contractor** shall maintain the warranties for materials and equipment until the revised starting date of the Correction Period. If no separate price for such advance or deferment was requested in Section 00300 Bid Form and made part of the Contract Documents, the **Owner** will amend the Contract Documents to appropriately adjust the Contract Price.

## 9.6 Special Maintenance Requirements:

9.6.1. If the Contract Documents specify that the entire Work, or a portion of the Work, upon reaching Substantial Completion, shall not be placed in use by the **Owner**, the **Contractor** shall maintain the Work, or specified part of the Work, in good order and proper working condition and shall take all other actions necessary for its protection between the certified date of Substantial Completion and the date when the Work, or designated part of the Work, is placed in use.

9.6.2. If no separate price for such special maintenance period was requested in Section 00300 Bid Form and made part of the Contract Documents, the **Owner** will amend the Contract Documents to appropriately increase the Contract Price.

## ARTICLE 10 CHANGES

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### 10.1 Changes in the Work:

10.1.1. Changes in the Work – The **Owner** is entitled to make changes within the general scope of the Work consisting of (a) additions, deletions or other revisions in the Specifications and Drawings, any Means and Methods or the **Owner**-furnished lands, equipment, materials, or services, or (b) directing acceleration of the Work. Changes in the Work may be accomplished through negotiated, *bilateral* Change Orders or *unilateral* Change Orders or result from any other properly authorized written order from the **Owner** or **Professional** which represents a constructive change.

10.1.1.1 Tariffs Not a Change. Changes in trade or customs laws or government action affecting Tariffs or other import-related federal assessments will not constitute a Change in the Work and will not entitle the Contractor to an adjustment of the Contract Price or Contract Time.

10.1.2. Negotiated Changes – The **Owner** may negotiate changes in the Work by directing the **Professional** to prepare a Bulletin in numerical sequence describing the change being considered. Upon receiving a Bulletin, the **Contractor** (with the appropriate Subcontractors) shall evaluate the described change and quote the Bulletin. In estimating adjustments in Contract Price and/or Contract Time, the **Contractor** shall follow the provisions, including the breakdown requirements, specified in Article 11.

10.1.3. Constructive Changes – Any written order (including instruction, interpretation, determination, authorization, or approval) from the **Owner** or **Professional** that causes a change in the Contract Documents shall constitute a change in the Work, provided the **Contractor**



or the **Owner** gives prompt, written notice of a change to the other (with copy to the **Professional**) stating the date, circumstances, and source of the change.

10.1.3.1. Upon receipt and evaluation of the written notice, if the **Owner** agrees, with the **Professional's** advice, that a change within the general scope of the Work has been ordered, the **Owner** shall, by Change Order or Change Authorization, correspondingly amend the Contract Documents. If the **Owner** finds that a change within the general scope of the Work has not been ordered, and the **Contractor** disagrees, the **Contractor** may deliver notice of a claim and a claim Submittal in accordance with the procedures and within the deadlines set forth in Article 15.

10.1.3.2. **No proposal or claim** by the **Contractor** on account of changes under paragraphs 3.2.1, 10.1.3 or any other matter for which Contractor asserts added cost or time **shall be allowed unless initiated by written notice** of such proposal or claim to the Professional and Owner **within 21 days after the occurrence of the event giving rise to such proposal or claim or within 21 days after the contractor first recognizes the condition giving rise to the proposal or claim**. A full and detailed breakdown of cost and time requested, with supporting documentation, if not provided with initial notice shall be delivered to Professional and Owner within 15 days of the notice, as noted in article 11.1.2, unless otherwise agreed in writing, by the Owner prior to expiration of such time.

10.1.4. Unilateral Changes – If, in negotiations, the **Owner** and **Contractor** are unable to agree on the adjustment in Contract Price or Contract Time corresponding to any change in the Work, the **Owner** may issue a *unilateral* Change Order. Upon receiving any such Change Order, the **Contractor** shall promptly proceed or continue with the Work Involved as required by the Change Order.

10.1.4.1. *Unilateral* Change Orders may adjust Contract Price and/or Contract Time, as the **Owner**, with the advice of the **Professional**, may determine appropriate. Contract Price may be adjusted on a *lump sum* basis or an *actual cost, not to exceed* basis. If the **Contractor** disagrees with the extent of the adjustments in Contract Price and/or Contract Time made by any such *unilateral* Change Order, the **Contractor** may deliver notice of a claim and a claim Submittal in accordance with the procedures and within the deadlines set forth in Article 15.

## **10.2 Differing Subsurface or Physical Site Conditions:**

10.2.1. The Contract Documents make available Authorized Technical Data concerning subsurface site conditions and physical conditions of existing surface and subsurface facilities at the site. Consistent with Section 00100 Instructions to Bidders, except for reasonable reliance on the accuracy of Authorized Technical Data, the **Owner** does not warrant that Authorized Technical Data is necessarily sufficient and complete for the purposes of selecting Means and Methods, initiating, maintaining, and supervising safety precautions and programs or discharging any other obligation assumed by the **Contractor** under the Contract Documents.

10.2.2. The **Contractor** or **Owner** shall notify the other in writing if the **Contractor** or **Owner**, respectively, discovers that (I) actual subsurface conditions or latent physical conditions of existing surface and subsurface facilities encountered at the site differ materially from those shown or indicated in the Contract Documents, or (II) unknown subsurface conditions or unknown physical conditions of existing surface and subsurface facilities encountered at the site, of an unusual nature, differ materially from those ordinarily encountered and recognized as inherent in work similar in character to the Work. A written notice from the **Contractor** shall be delivered promptly before the conditions are disturbed and before proceeding with the affected Work. A written notice from the **Owner** shall be delivered promptly after the **Owner** has knowledge of the differing subsurface or physical conditions.

10.2.2.1. Upon receipt or delivery of any such notice, the **Owner** shall investigate the differing conditions asserted. If, with the **Professional's** advice, the **Owner** determines that conditions on which the **Contractor** is entitled to rely do differ materially, the **Owner** will amend the Contract Documents to provide for any changes in the Work and adjustments in Contract Price and Contract Time made necessary by the differing conditions and any resulting Delay which is not reasonably anticipatable under the circumstances and which is attributable to the **Owner** and/or **Professional**. Unless the **Owner** and **Contractor** otherwise agree, no increase in Contract Time shall be made for any suspension of Work made necessary by any differing subsurface conditions, if the suspension of Work lasts less than ten (10) Calendar Days.

10.2.2.2. If the **Owner** determines that the actual conditions encountered and those conditions on which the **Contractor** is entitled to rely do not differ materially, and the **Contractor** disagrees with the **Owner's** determination, the **Contractor** may deliver notice of a claim and a claim Submittal in accordance with the procedures and within the deadlines set forth in Article 15.

10.2.2.3. No proposal or claim by the **Contractor** due to differing site conditions shall be allowed (a) if the **Contractor** knew of their existence before submitting its Bid or if those conditions could have been discovered by any reasonable examinations for which the **Contractor**, as Bidder, was made responsible under the Bidding Requirements, and/or (b) unless the **Contractor's written notice** is provided **within not more than 21 days after the contractor first recognizes the condition giving rise to the proposal or claim and gives the Owner adequate opportunity to investigate the asserted differing site conditions**. A full and detailed breakdown of cost and time requested, with supporting documentation, if not provided with initial notice shall be delivered to Professional and Owner within 15 days of the notice, as noted in article 11.1.2, unless otherwise agreed in writing, by the Owner prior to expiration of such time.

10.2.3. The provisions of paragraph 10.2.2 through 10.2.2.3 also shall apply to situations where the **Contractor** or **Owner** discovers that any reference points provided by the **Owner** need correction to enable the **Contractor** to proceed with the Work.

### 10.3 Responsibilities for Underground Utilities:

10.3.1. The **Contractor** shall comply with 2013 PA 174, as amended, MCL 460.721 et seq., and all other Laws concerning Underground Utilities. In addition, the **Contractor** shall be responsible for immediately notifying the **Owner** of any contact with or damage to Underground Utilities, and for the safety, protection of and repairing of any damage done to any Work and any surface and subsurface facilities. Except as provided under 2013 PA 174, as amended, MCL 460.721 et seq., paragraph 10.3.2 or by any Allowance specific to Underground Utilities, the **Contractor** shall bear an appropriate portion of the Delay and costs relating to the obligations set forth in this paragraph.

10.3.2. Shown or Indicated – If the **Contractor** encounters Underground Utilities shown or indicated (whether in the Contract Documents or those documents itemized in Section 00210 Information for Bidders) that are inaccurately shown or are inaccurately located, responsibility for any damage shall be as provided in MCL 460.701 et seq. To the extent the Drawings and/or Specifications inaccurately show or locate, through error or omission, the actual physical conditions and/or location of existing Underground Utilities (when compared with the information and data provided by the owners of such Underground Utilities), the **Owner** will amend the Contract Documents to provide for a corresponding adjustment in Contract Price and/or Contract Time.

10.3.3. Not Previously Located – If the **Contractor** encounters not previously located Underground Utilities, which could not reasonably have been foreseen, the **Owner** will amend the Contract Documents to provide for any changes in the Work and corresponding adjustments in Contract Price and/or Contract Time made necessary by such changes in the Work and by any resulting Delay which is not reasonably anticipatable under the circumstances and which is attributable to the **Owner** and/or **Professional**.

### 10.4 Hazardous Material Conditions:

10.4.1. The **Contractor** shall use, handle, store, dispose of, process, transport and transfer any material considered a Hazardous Material in accordance with all federal, state, and local Laws. If the **Contractor** encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the **Contractor** shall immediately stop all affected Work, give written notice to the **Owner** of the conditions encountered, and take appropriate health and safety precautions.

10.4.2. Upon receipt of the written notice, the **Owner** will investigate the conditions. If (a) the material is a Hazardous Material that may present a substantial danger and which was not described in the Drawings and/or Specifications, or identified in the Contract Documents as Work under the Contract Documents, and (b) the Hazardous Material was not brought to the site by the **Contractor**, or does not result in whole or in part from any violation by the **Contractor** of any Laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials, the **Owner** shall order a suspension of Work in writing. The **Owner** shall proceed to have the Hazardous Material removed or rendered harmless by negotiating a change in the Work with the **Contractor**, by means of separate contract or as the **Owner** may deem otherwise expedient. In the alternative, the **Owner** shall terminate the affected Work or the Contract for the **Owner's** convenience.

10.4.3. Once the Hazardous Material has been removed or rendered harmless by any of the means outlined in paragraph 10.4.2, the affected Work shall be resumed as directed in writing by the **Owner**. Any determination by the Michigan Department of Health & Humans Services and/or the Michigan Department of Environment, Great Lakes, and Energy (whichever is applicable) that the Hazardous Material has either been removed or rendered harmless shall be binding upon the **Owner** and **Contractor** for the purposes of resuming the Work. If any such incident with Hazardous Material results in Delay not reasonable anticipatable under the circumstances and which is attributable to the **Owner** or **Professional**, the **Owner** will amend the Contract Documents to provide for a corresponding adjustment in Contract Price or Contract Time, or both, made necessary by such Delay.

10.4.4. If the Hazardous Material was brought to the site by the **Contractor**, or results in whole or in part from any violation by the **Contractor** of any Law covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials or from any other act or omission within its control, the **Contractor** shall bear its proportionate share of the Delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material to the satisfaction of the **Owner**, State and all Political Subdivisions with jurisdiction. If the **Contractor** fails to proceed with due diligence to take appropriate action pursuant to applicable Law and consistent with the **Owner** requirements, the **Owner** may act accordingly, in which case the **Contractor** shall defend, indemnify, and hold harmless the **Owner** from and against all claims, as construed in paragraph 1.4, arising from the **Owner's** exercise of such appropriate action.

### 10.5 Incidents with Archaeological Features:

10.5.1. The **Contractor** shall at once notify in writing the **Owner** of any Archaeological Feature deposits that are encountered or unearthed during the execution of the Work. The **Contractor** shall protect the deposits in a satisfactory manner and no further disturbance of the Archaeological Features shall take place until Work is allowed to be resumed in the affected areas.

10.5.2. If the **Owner**, with the advice of the **Professional**, concludes that the Contract Documents require changes because of Archaeological Features encountered, the **Owner** will amend the Contract Documents to provide for any changes in the Work and corresponding adjustment in Contract Price and/or Contract Time made necessary by the changes due to the Archaeological Features encountered and by any resulting Delay which is not reasonably anticipatable under the circumstances, and which is attributable to the **Owner** and/or **Professional**.

**10.6 Unit Price Work:**

10.6.1. If the Contract Documents specify Unit Price Work, the Contract Price shall contain the sum of each unit price times its estimated quantity. The **Contractor** shall be responsible for completing, within the Contract Times, one hundred twenty (120%) of the estimated quantities of Specified Unit Price Work and reasonable quantities of Contingent Unit Price Work.

10.6.2. The **Contractor** shall promptly, **before proceeding with any affected Unit Price Work**, deliver a written notice to the **Professional** (a) whenever actual quantities for an item of Specified Unit Price Work differs materially from those estimated and request an adjustment in the estimated quantity, or (b) requesting authorization to provide any or differing quantities of any item of Contingent Unit Price Work. The **Contractor** or the **Owner** shall submit to the other and the **Professional**, a proposal for adjusting that item's unit price and/or the Contract Time. The proposal shall be properly substantiated.

10.6.2.1. Promptly after being notified by the **Contractor**, the **Professional** will evaluate the affected Unit Price Work and provide its determination to the **Owner** and **Contractor**. If the **Owner** adjusts the estimated quantity of Specified Unit Price Work or authorizes any, or any additional, quantities of Contingent Unit Price Work, the **Contractor** shall proceed with that Unit Price Work as directed by the **Professional**. The **Contractor** shall proceed with the Unit Price Work regardless of whether the **Owner**, after conferring with the **Professional** determines that a variation in quantity justifies an adjustment in the unit price, or that the existing unit price is valid for the additional or reduced quantities, or that no adjustment in the Contract Time is warranted. In the event the **Contractor** disagrees with any such determination, the **Contractor** shall deliver a notice of claim and a claim submittal in accordance with the procedures and within the deadlines set forth in Article 15.

10.6.2.2. Any adjusted Unit Price agreed upon by the **Owner** will only apply to the actual quantities above one hundred twenty percent (120%) or to the actual quantities less than eighty percent (80%) of the estimated quantity. For additional quantities over one hundred twenty percent (120%) or reduced quantities below eighty percent (80%) of the estimated quantity, the **Owner** may negotiate a Unit Price with the **Contractor**, or direct a unilateral change as provided by Article 10 or rebid that Work. In no case, however, will a Unit Price change resulting from a reduction in quantity be renegotiated such that the changed Unit Price produces a modified Bid Price for any line item that exceeds the initial Bid Price for that line item.

10.6.3. No adjustment due to quantity variations shall be allowed (a) unless the **Contractor** met the notice requirements of paragraph 10.6.2, (b) to the extent that the Bid Price for a line item will increase due to reduced quantities at a higher unit, (c) for under runs in any quantities of Contingent Unit Price Work, unless the unit price times the estimated quantity exceeds the lesser of \$50,000.00 or two percent (2%) of the Contract Price, or (d) if any unit price increase results in whole or in part from any act or omission within the control of the Contractor (errors in the Contractor's Bid, unbalanced unit prices, etc.).

**10.7 Cash Allowances; Provisionary Allowances:**

10.7.1. The **Contractor** shall obtain the **Professional's** written acceptance before providing materials, equipment or other items covered by a Cash Allowance. Payments under a Cash Allowance shall be on actual costs, and exclude costs for supervision, handling, unloading, storage, installation, testing, etc., which shall be considered to be included within other elements of the Contract Price. Payments within the limits of an Allowance shall exclude Fee and Bond and insurance premiums since these are already included within other elements of the Contract Price.

10.7.2. The **Contractor** shall complete Work covered by Provisionary/Contingency Allowances as approved in writing by the **Owner** and directed by the **Professional**. The Cost of the Work Involved for Work authorized under any Provisionary/Contingency Allowance shall be determined pursuant to Article 11, except those payments within the limits of any Allowance shall exclude Bond and insurance premiums under paragraph 11.8.1.5, since these costs are already included within other elements of the Contract Price.

**10.8 Change Orders; Change Authorizations:**

10.8.1. The terms "Change Order" and "Change Authorization" are defined in Section 00020 Glossary. Further, Division 1 includes prototype Change Order and Change Authorization forms which shall be used by the **Owner** and **Contractor** in connection with modifications to the Contract.

\*10.8.2. A *bilateral* Change Order which does not incorporate a **Contractor** reservation of rights to claim additional adjustments, shall memorialize the **Owner's** and **Contractor's** agreement as to the adjustments in Contract Price and/or Contract Time made by the Change Order. Any such *bilateral* Change Order shall constitute an all-inclusive settlement for all changes, Delay, and costs, whatsoever, and the **Contractor's** signature on the Bulletin and proposal incorporated into that Change Order represents a waiver of all rights to file a subsequent proposal or a claim under Article 15 on account of that Change Order or the Work.

10.8.3. A presumed *bilateral* Change which includes a proposal signed by the **Contractor** with a reservation to claim additional adjustments shall be regarded as a notice of claim as to those adjustments and shall be pursued as provided in Article 15, except as the **Owner** and **Contractor** may otherwise agree.

10.8.4. A Change Order issued by the **Owner** after unsuccessful Contract Price and/or Contract Time negotiations with the **Contractor** and stating the **Owner's** proposed basis for the necessary adjustments in Contract Price and/or Contract Time shall be a *unilateral* Change Order.

10.8.5. The **Owner** will issue Change Orders to amend the Contract Documents for changes in the Work and for any adjustments in Contract Price or Contract Time agreed to in total or in part by both the **Owner** and **Contractor**; or to correspondingly adjust the Contract Price for Work furnished under Cash Allowances, Work completed that was authorized under Provisionary/Contingency Allowances and actual quantities of Unit Price Work. Amounts for Work Involved in a Change Order signed by the **Owner** may be included in subsequent Requests for Payment.

10.8.6. The **Owner** may use Change Authorizations (a) to document agreed-upon minor variations in the Work, and/or (b) to document or order changes in the Work not warranting any adjustment in Contract Price or Contract Time. Examples of the second category include but are not limited to the **Owner's** authorization for drawing payments against a Provisionary/Contingency Allowance or the **Owner's** consent to quantity variations not increasing the Contract Price.

10.8.7. Before, or in conjunction with, the **Professional's** certification of final payment, an appropriate Change Order will be issued, with the **Professional's** advice, to correspondingly adjust the Contract Price for the value of Work furnished under Cash Allowances, Work completed that was authorized under Provisionary/Contingency Allowances and actual quantities of Unit Price Work.

10.8.8. Subject to the provisions of paragraphs 10.8.2 through 10.8.4, it is a requirement of the Contract Documents that all Change Orders duly signed and issued by the **Owner** shall incorporate Bulletins, which are duly signed by the **Contractor**, regardless of whether the **Contractor** uses a reservation of rights.

## ARTICLE 11 CHANGES IN CONTRACT PRICE; CHANGES IN CONTRACT TIME

### 11.1 General Provisions:

11.1.1. Contract Price or Contract Time may be changed only by Change Order duly signed by the **Owner**. Neither Contract Price nor Contract Time may be changed by Change Authorization (subject to the provisions for constructive changes).

11.1.2. **Contractor** proposals for adjusting Contract Price and/or Contract Time shall be due within fifteen (15) Calendar Days after the **Contractor** receives a Bulletin or delivers to the **Owner** a notice of a change or a Delay. Proposals not complying with the requirements of paragraphs 11.1.4 and 11.1.5 shall be returned for resubmission. This turnaround period is of the essence and any Delay in delivering a bulletin or resulting from resubmission of an incomplete Bulletin shall not justify any increase in Contract Price or Contract Time. The **Owner**, in its sole discretion, may extend or shorten the 15-Day period for Bulletin quotations estimated at more than \$250,000 or less than \$25,000.

11.1.3. The **Professional** will review each **Contractor** proposal, and the **Professional** will recommend to the **Owner**, within a reasonable time, whether or not the Bulletin quotation is acceptable. Due to the time required to obtain **Board** and **Director** approvals, a **Contractor** proposal shall be irrevocable for sixty (60) Calendar Days after it is submitted to the **Professional**.

11.1.4. **Contractor** proposals or claims for Work Involved shall detail all affected items of Work, whether increased, revised, added, or deleted, and shall be fully documented and itemized as to (a) individual adds and deducts in Work quantities and labor manhours; (b) corresponding itemized Cost of Work Involved (paragraphs 11.4 through 11.9; and (c) Fee. Proposals or claims including Fee of five percent (5%) for Work Involved of a Subcontractor shall nominate the performing Subcontractor and enclose the Subcontractor's pricing data.

11.1.5. For **Contractor** proposals or claims for adjustments in Contract Price arising from Delays (whether or not such Delays extend any Contract Time or any early completion date), the **Contractor's** estimates shall be as comprehensive and detailed as may be appropriate to support the proposal or claim. Examples of germane information include labor productivity, labor manpower levels, production data and Progress Schedule revisions.

11.1.6. If the **Contractor's** surety requires notice of any adjustment in Contract Price and/or Contract Time, whether made pursuant to Article 11 or otherwise; any "or equal" material or equipment or substitution approved by the **Professional**; any change within the scope of Article 10; or any other addition, deletion or revision in the requirements of the Contract Documents, whether made by Change Order or Change Authorization, it shall be the **Contractor's** responsibility, and not the **Owner's**, to give notice to the **Contractor's** surety. It is agreed that none of these modifications to the Contract Documents and/or the Work shall invalidate the Agreement.

11.1.7. No Adjustment for Tariff Changes. The **Contractor** will not be entitled to any adjustment to the Contract Price or Contract Time because of the: (a) imposition of new Tariffs; (b) increases or decreases in existing Tariffs; (c) reclassification, reinterpretation, or enforcement actions by federal agencies; or (d) any change in trade or customs law or other governmental action affecting importation or Tariffs.

### 11.2 Changes in Contract Time:

11.2.1. An extension in Contract Time will be justified only to the extent that the **Contractor** demonstrates, with comprehensive and detailed documentation, that the Delay is not reasonably anticipatable under the circumstances, is not caused by act or omission within the control of the **Contractor**, and, furthermore, that the Delay necessarily extends the Work, or portion of the Work in question, beyond the pertinent Contract Time.

If the **Owner** determines that the **Contractor's** documentation is insufficient to allow a thorough evaluation of the time extension request, the **Contractor** shall further support the request through a detailed analysis of the Progress Schedule Revision Submittal.

11.2.2. Examples of events that may justify an extension in Contract Time include acts of God or the public enemy; acts of the U.S. Government, the State or a Political Subdivision, each acting in its public capacity (including acts as permitting agency); acts of a Public Utility acting in its public capacity; fires, floods, epidemics, quarantine restrictions; strikes, freight embargoes; unusual weather (unusual in the sense of frequency or severity vis-à-vis the prior five (5) year average); unusually severe shortages of construction materials (considering all feasible sources of supply); Underground Utilities which the Contract Documents, through error or omission, inaccurately show or indicate; Underground Utilities not previously located; objection, for the **Owner's** convenience, to a nominated Subcontractor; Archaeological Features; suspension of Work; changes in the Work, differing site conditions; variation in quantities; and Delay, as provided in this paragraph, of Subcontractors or Suppliers, at any tier, not caused in whole or in part by any act or omission within the control of both the **Contractor** and any such Subcontractors and Suppliers.

11.2.3. If upon evaluation of the **Contractor's** analysis, the **Owner** approves an extension in Contract Time for Delay not caused in whole or in part by any act or omission within the control of the **Owner** and/or **Professional**, the **Owner** shall authorize the necessary adjustment in Contract Time only. If the **Owner** approves an extension in Contract Time for Delay caused in whole or in part by any act or omission within the control of the **Owner** and/or **Professional**, the **Owner** shall authorize the necessary adjustments in Contract Time and Contract Price.

### 11.3 Methods for Making Adjustments in Contract Price:

11.3.1. The method to be used to determine any adjustment in Contract Price shall be selected by the **Owner** from one of the methods in paragraph 11.3.1.1 through 11.3.1.3, or otherwise shall be limited to the methods in paragraph 11.3.1.4 or 11.3.1.5.

11.3.1.1. If any Work Involved is covered by lump sum prices or unit prices contained in the Contract Documents, those prices shall be used (subject to the terms and conditions of paragraph 10.6 Unit Price Work). In the latter case, the unit prices shall be applied to the quantity of Unit Price Work Involved.

11.3.1.2. If any Work Involved is not covered by lump sum or unit prices contained in the Contract Documents, then application of a lump sum price may be negotiated using the **Contractor's** itemized estimate of the *anticipated* Cost of the Work Involved, as specified in this Article, and a Fee for the Work Involved, as specified in paragraph 11.11.1.

11.3.1.3. If the Work Involved is not covered by the first two methods, the **Owner** may direct the **Contractor** to proceed with the Work Involved on an *actual cost* basis, with or without a guaranteed maximum, based on an itemized breakdown of the *actual* Cost of the Work Involved, as specified in this Article, and a Fee for the Work Involved, as specified in paragraph 11.11.2.

11.3.1.4. If the Work Involved is not covered by the first two methods, the **Owner** may direct the **Contractor** to proceed through a *unilateral* Change Order on a lump sum basis or a not-to-exceed basis, based on the **Professional's** estimate of the anticipated Cost of Work Involved and a Fee for the Work Involved, as specified in paragraph 11.11.1 or 11.11.2.

11.3.1.5. If payment for the Work Involved is to be determined by the Michigan Court of Claims or a AAA arbitration panel, it is agreed by the **Contractor** that the *actual cost and Fee* method in paragraph 11.3.1.3 shall represent the appropriate method for determining such payment.

11.3.2. Items making-up the Cost of the Work Involved shall be allowable to the extent (a) consistent with those prevailing in the Project locality, (b) necessary, reasonable, and clearly allocable to the Work Involved, and (c) limited to labor costs, Subcontract costs, material and equipment costs, construction equipment costs and general conditions costs, as specified in this Article.

### 11.4 Labor, Subcontract and Material/Equipment Costs:

11.4.1. The Cost of any Work Involved includes the **Contractor's** payroll costs for craft workers resident at the site (through crew foremen) assigned to furnishing and incorporating materials and equipment into the Work Involved. If craft labor manhours exceed those that can be gleaned from the Means Cost Data, or other cost guide acceptable to the **Owner**, the **Contractor** shall provide proper justification, which shall be acceptable to the **Professional**.

11.4.1.1. Payroll costs shall include wages, labor burdens and a factor for field supplies and purchase costs (less market value if not consumed) of tools not owned by the workers. Labor burdens shall be certified by an authorized financial representative of the **Contractor** and may include social security, unemployment taxes, workers' compensation, health and retirement benefits, vacation, and holiday pay. The factor for field supplies and tools (individually valued at less than \$1,000.00) shall not exceed four percent (4%) of the wages without burdens, unless the **Contractor** furnishes detailed data which supports a higher factor. For actual payroll costs, **Contractor** time sheets verified by the **Professional** and/or certified payrolls shall be the only valid Records. For actual payroll costs under paragraph 11.3.1.5, time sheets shall be valid only if they expressly correlate to the Work Involved and were recorded at that time and/or used for certified payrolls.

11.4.2. The Cost of the Work Involved includes the **Contractor's** costs for the labor costs, (lower tier) Subcontract costs, material and equipment costs and general conditions costs of Subcontractors nominated for the Work Involved. Except for a higher six percent (6%) limit on the factor for field supplies and small tools, the methods for calculating Subcontractors' costs shall be the same as those for **Contractor** costs,

except that the term "Subcontractor" shall replace the term "**Contractor**," context permitting. If the **Owner** and **Contractor** agree in advance, the **Contractor** shall obtain detailed quotations and shall nominate at least two (2) Subcontractors, acceptable to both the **Contractor** and **Professional**, for selection by the **Owner**.

11.4.3. The Cost of any Work Involved includes the **Contractor's** costs for materials, commodities (including all fuel, gas, or other consumables necessary to operate any equipment), devices, equipment, transportation, storage, and necessary Suppliers' field services. All trade discounts, rebates and refunds and returns from surplus sales that can be realized at the time of pricing shall accrue to the **Owner**, and the **Contractor** shall make arrangements so that they may be obtained. If the Bulletin for the Work Involved *lists* specific Suppliers, the **Contractor** shall obtain written quotations from them and shall nominate one of the *listed* Suppliers to allow a comprehensive review of the proposal by the **Professional**. Invoices segregating items relating to the Work Involved shall be valid Records in support of actual Supplier costs.

## 11.5 Construction Equipment Costs:

11.5.1. The cost of any Work Involved includes costs for individual construction equipment with replacement value in excess of \$1,000.00. Transportation, loading and unloading, installation, dismantling and removal and shipping costs shall be allowed to the extent required by the Work Involved and reasonable under the circumstances. Equipment costs shall cease when the equipment is no longer needed for the Work Involved. Payroll costs for labor operating the equipment are as specified in paragraph 11.4.1. Equipment costs shall be computed using the same accounting and estimating rules and prices, whether related to added or deleted Work.

11.5.2. When determining actual construction equipment costs (a) under paragraph 11.3.1.3, daily logs of the equipment, operators, and actual usage, verified by the **Professional**, shall be the valid Records; (b) under paragraph 11.3.1.5, such daily Records shall be valid only if developed when any such Work Involved was performed and used for accounting purposes.

11.5.3. Rented (or owned) equipment, idled solely by actions of the **Owner** or **Professional**, shall be paid at the rate for rented equipment (or at fifty percent (50%) of the rate for owned equipment) provided the idle period exceeds what is normal for the equipment and occurs during normal working hours.

## 11.6 Rented or Leased Construction Equipment:

11.6.1. Construction equipment rented or leased from third parties shall be priced using the rates negotiated between the **Owner** and **Contractor**. If no agreement is reached, those rates listed in the Rental Rate "Blue Book" published by PRIMEDIA Information Inc. of San Jose, Ca, for the region where the Project is located applicable to the equipment (model number and year) shall be used. For equipment leased or rented on an hourly basis, the rate for second or third shifts shall not exceed fifty percent (50%) of the base rate. Operating costs shall not exceed the hourly operation rate in the Blue Book. Hourly rates for equipment previously in use at the site for a month or longer shall use the monthly rate divided by 176 hours. Equipment previously in use for only one week or not previously in use at the site shall be invoiced to the **Owner** using the following schedule of equipment use:

Less than 8 hours	Hourly Rate
1 Day but less than 7 Calendar Days	Daily Rate
1 week but less than 30 Calendar Days	Weekly Rate
30 Calendar Days or more (when in use)	Monthly Rate

## 11.7 Owned Construction Equipment:

11.7.1. Construction equipment owned by the **Contractor** or rented or leased from lessors associated with or owned by the **Contractor**, shall be priced using the rates negotiated between the **Owner** and **Contractor** based on the **Contractor's** normal accounting practices. If no agreement is reached, the hourly rates in the "Contractor's Equipment Cost Guide," published by PRIMEDIA Information Inc. for the region where the Project is located shall be used. Operating costs shall not exceed the hourly operation rate in the Blue Book. For multiple shifts, rates shall not exceed the shift Work adjustments recommended in the Cost Guide.

## 11.8 General Conditions Costs:

11.8.1. The Cost of any Work Involved may include necessary general conditions costs to the extent those costs increase or decrease on account of, or are directly attributable to, the performance of Work Involved, or are required due to an extension in Contract Time or Delay under paragraph 11.13.5. Categories of general conditions which are allowable under this paragraph (subject to the provisions of paragraph 11.9) include:

11.8.1.1. To the extent agreed to in advance by the **Owner**, payroll costs for the **Contractor's** project manager or construction manager, but not both, for Work activities conducted at the site.

11.8.1.2. Payroll costs for the **Contractor's** superintendent and full-time general foremen, if any are assigned to the Work, for Work Involved performed beyond normal working hours and/or to the extent those costs and subsistence expenses arise solely from an extension in Contract Time or Delay under paragraph 11.13.5.

11.8.1.3. If agreed to in advance by the **Owner**, payroll costs for management personnel resident and working at the site and for workers not covered under paragraph 11.4.1, resident at the site and engaged as support workers (i.e., loading/unloading, clean-up, etc.) to workers covered under paragraph 11.4.1.

11.8.1.4. Costs of office and temporary facilities at the site, including office materials, office supplies, office equipment, minor expenses, utilities, fuel, sanitary facilities, internet, and telephone service at the site, provided those cost arise solely from an extension in Contract Time or Delay under paragraph 11.13.5.

11.8.1.5. Costs of liability insurance premiums for insurance not included within the labor burdens charged under paragraph 11.4.1, and costs of Bond premiums.

11.8.1.6. Costs of consultants not in the direct employ of the **Contractor**, or Subcontractors not covered under paragraph 11.4.2; to the extent authorized by the **Owner** before proceeding with the Work Involved, and provided that those costs are neither covered by paragraph 11.4 nor excluded by paragraph 11.10; and

11.8.1.7. Taxes on the Work Involved, and for which the **Contractor** is liable; and royalty payments and fees for permits and licenses, provided they relate solely to the Work Involved.

#### **11.9 Limitations on Allowable Costs:**

11.9.1. The **Contractor** shall not include as part of the Cost of any Work Involved any construction equipment costs, small tool costs, or general conditions costs that do not increase on account of, or are not directly attributable to, the furnishing and/or performance of any Work Involved. Examples of such unallowable costs include:

11.9.1.1. Charges for **Contractor's** superintendent, general foremen and management personnel assigned full-time to the Work, if the charges relate to Work Involved which does not extend the Contract Time or cause Delay under paragraph 11.13.5, or to Work Involved not performed beyond normal working hours.

11.9.1.2. Fixed percent mark-ups for construction equipment (as opposed to specific construction equipment costs); or

11.9.1.3. Cost of field supplies and/or small tools solely for extensions in Contract Time or Delay under paragraph 11.13.5.

11.9.2. Changes in Contract Price for extensions in Contract Time or Delay under paragraph 11.13.5 shall exclude any costs that are unaffected or do not relate to the extension in Contract Time or the Delay in early completion. Examples include:

11.9.2.1. Operating costs of construction equipment assigned to the Work for the duration, to the extent used in the incorporation of materials and equipment into the Work, provided the equipment is not subject to increased usage because of the extension in Contract Time or the Delay in early completion.

11.9.2.2. Operating costs plus owned/rental costs of construction equipment brought to the site for a specific activity (crane used for specific lifts, concrete pump used for pours, etc.), provided the equipment is not subject to increased usage because of the extension in Contract Time or the Delay in early completion.

11.9.2.3. Construction equipment and site facilities which are fully paid under the Contract Price for the Work, as awarded.

11.9.3. The **Contractor** shall not include as part of the Cost of any Work Involved acceleration costs incurred, for the **Contractor's** benefit, to make-up Delay which warrant extensions in Contract Time but do not justify increases in Contract Price.

#### **11.10 Costs Covered by the Fee for the Work Involved (and not Allowable as Cost of the Work Involved):**

11.10.1. **Contractor** administrative costs and home office overhead, whether at the **Contractor's** principal or branch offices, shall not be allowable as elements of the Cost of Work Involved. Rather, those administrative costs and home office overhead shall be non-reimbursable expenses covered by the Fee for the Work Involved. Examples of administrative costs or home office overhead covered by this provision include, without limitation:

11.10.1.1. Payroll costs and other compensation of executives, general and administrative managers, estimators (except to the extent agreed to in advance by the **Owner**), claim consultants, attorneys, accountants, labor relation coordinators, purchasers, expeditors, and other administrative staff, whether resident at the **Contractor's** principal or branch offices.

11.10.1.2. Payroll costs and other compensation of project managers, construction managers, architects, engineers, schedulers, detailers, safety personnel, clerks, and other administrative staff not resident at the site and who are not part of the **Contractor's** general conditions personnel contingent.

11.10.1.3. Costs of engineers, architects, accountants, consultants, attorneys, and others, in the direct employ of the **Contractor** or otherwise, utilized for services related to a controversy or claim about the acceptability of the Work.

11.10.1.4. Costs incurred in the preparation of Contract Change Orders (whether or not ultimately authorized by the **Owner**), except as otherwise authorized by the **Owner**; and costs incurred in the preparation or filing of claims; and

11.10.1.5. Any interest on the Work Involved, unless otherwise allowed by the Michigan Court of Claims or an arbitration panel; charges for delinquent payments; lost interest on unpaid withholdings; lost profits and lost opportunities; and home office storage and yard facilities.

#### 11.11 Limits on the Fee for the Work Involved:

11.11.1. Any adjustment in Contract Price made by *bilateral* Change Order which stipulates a lump sum price (developed from the **Contractor's** itemized estimate of the *anticipated* Cost of the Work Involved) without incorporating a **Contractor** reservation of rights to claim additional adjustments, shall include a Fee for costs under paragraph 11.10 and for profit, not to exceed the following:

11.11.1.1. For Work Involved to be self-performed by the **Contractor**, the **Contractor's** Fee shall not exceed fifteen percent (15%) of the Cost of the Work Involved. For Work Involved to be performed by any nominated Subcontractor, regardless of tier, the nominated, performing Subcontractor's Fee also shall not exceed fifteen percent (15%) of the Cost of the Work Involved.

11.11.1.2. For Work Involved to be performed by any nominated Subcontractor, the **Contractor's** Fee shall be five percent (5%) of the performing Subcontractor's Cost of the Work Involved, excluding that Subcontractor's Fee. For Work Involved of any nominated lower tier Subcontractor, any corresponding higher tier Subcontractors and the Contractor shall share equally a Fee of five percent (5%) of the performing lower tier Subcontractor's Cost of the Work Involved, excluding the lower tier Subcontractor's Fee.

11.11.2. Any adjustment in Contract Price made by a *bilateral* Change Order (whether based on a *lump sum* or on the *actual cost* of the Work Involved) which incorporates a **Contractor** reservation of rights to claim additional adjustments, shall include a Fee of only two-thirds (2/3) of the Fee otherwise resulting from the application of paragraphs 11.11.1 or 11.11.2.

11.11.3. The credit to be allowed to the **Owner** for any individual change consisting of deletions, or additions and deletions, that yields a negative net Cost of the Work Involved, shall be the amount of the net decrease and, if the negative net Cost of the Work Involved exceeds \$10,000.00, a Fee credit of one-fifth of the Fee resulting from the application of paragraphs 11.11.1.1 through 11.11.1.3 shall be added to that amount.

11.11.4. For any change in the Work combining additions, revisions, and deletions, one single Fee for the Work Involved shall be added to the net Cost of the Work Involved, unless the change in the Work combines self-performed **Contractor** Work and Subcontractor Work, or Work of more than one Subcontractor, or both, in which case separate Fees for the **Contractor** Work and for the Subcontractor Work shall be calculated, as appropriate.

11.11.6. In the event unrelated changes in the Work are grouped in a Bulletin, or included in a claim, and each of the changes yields a net increase or decrease in the Cost of the Work Involved, the combined Fee for the changes in the Work so grouped shall be computed as the sum of the individual Fees otherwise calculated under paragraphs 11.11.1 through 11.11.5.

#### 11.12 Fee for Unabsorbed Home Office Overhead:

11.12.1. It is intended that the Fee for the Work Involved allowed under paragraph 11.11 shall be included with any adjustment in Contract Price for any Cost of Work Involved. However, the Fee under paragraph 11.11.1 shall not be intended to cover unabsorbed home office overhead resulting from an extension of the Contract Time stated in paragraph 4.1.1 of Section 00500 Agreement. When justified under the Contract Documents, Fee for unabsorbed home office overhead shall be calculated as detailed in paragraph 11.12.2.

11.12.2. If an extension of the Contract Time stated in paragraph 4.1.1 of Section 00500 Agreement and an increase in Contract Price for such an extension in Contract Time is justified under the Contract Documents, the **Owner** shall negotiate with the **Contractor** the reimbursement of an amount for the **Contractor's** home office overhead (under paragraph 11.10) that will be or were unabsorbed before the expiration of that Contract Time. Any such reimbursement shall be based on the lesser of: (a) the product of the ratio of the **Contractor's** home office overhead to its contract billings times the Contract Price in paragraph 3.1 of Section 00500 Agreement that remains unbilled on the expiration of that Contract Time, or (b) that amount derived from the Eichleay formula.



**11.13 Changes in Contract Time for Early Completion:**

11.13.1. The Contract Times specified in paragraph 4.1 of Section 00500 Agreement represent the **Professional's** best estimate of the time required to complete the Work and take into account comparisons with completed work similar in scope and character to the Work and constructed under similar conditions.

11.13.2. Since "time is of the essence" in performing this Contract, any early completion Rev. 0 Progress Schedule considered acceptable by the **Owner** shall be construed as setting forth a corresponding amount of Contract Float, unless the **Contractor** delivers notice of a request for a shortening of the Contract Time within thirty (30) Calendar Days after receiving the **Owner's** written notice of "no objection" to such Rev. 0 Progress Schedule.

11.13.3. If the **Contractor** requests that the Contract Times be shortened to eliminate the Contract Float on any such early completion Progress Schedule, and the **Owner** agrees to the **Contractor's** request, the **Owner** and **Contractor** may negotiate a reduction in the affected Contract Time. Concurrently, the **Owner** will develop a level of liquidated damages appropriate to the revised Contract Time(s) or, if more appropriate under the circumstances, the **Owner** will specify actual damages, applicable from the negotiated, earlier Contract Time to the Contract Time under revision. In such case, the aggregate actual damages shall not exceed the sum liquidated damages that may have resulted from the originally specified liquidated damages. Such agreement shall be memorialized through an appropriate Change Order.

11.13.4. If the **Owner** and **Contractor** are unable to agree to such reduction in the Contract Times, or the **Contractor** rejects the **Owner's** assessment of liquidated or the stipulation of actual damages, or both, the Contract Times in question shall remain unaltered and the early completion Progress Schedule shall be employed as provided in the Contract Documents.

11.13.5. To the extent that the Progress Schedule supports an early completion date, and a Delay extends performance of the Work beyond the **Contractor's** early completion date but not beyond the corresponding Contract Time, if the **Contractor** pursues an increase in Contract Price for such Delay in early completion, the **Owner** shall consider such request, subject to the following: (a) the early completion is reasonably achievable, i.e., includes proper allowances for weather, **Owner** and **Professional** activities, rework and other foreseeable events within the control of the **Contractor**, (b) the Progress Schedule used to support the request is loaded with Activity manpower data, and (c) the adjustment in Contract Price shall equal fifty percent (50%) of the **Contractor's** Delay costs otherwise allowable under this Article.

11.13.6. As a point of emphasis, under these provisions, an increase in Contract Time and an increase in Contract Price equaling the **Contractor's** costs occasioned by the Delay (as opposed to only fifty percent (50%) of the **Contractor's** Delay costs), shall be justified only if the Delay attributable to the **Owner** and/or **Professional** necessarily extends Substantial Completion of the Work, or the portion of the Work having a specified Contract Time, beyond the correspondingly specified Contract Time.

**11.14 Access to Records:**

11.14.1. The **Contractor** shall maintain and keep and shall require all Subcontractors and Suppliers to maintain and keep, in accordance with generally accepted accounting principles, Records pertaining to the bidding, award and performance of the Work, including, but not limited to payroll and employment Records and all data used in estimating the **Contractor's** Bid and in pricing and negotiating Work covered by any Change Order, Change Authorization, proposal or claim.

11.14.2. For changes payable on an *actual cost* basis, or in the event of any claim, dispute, litigation, audit exception or appeal or termination, the **Owner** and any of the **Owner's** duly authorized representatives shall have access to those Records for the purpose of inspection, audit/review and scanning/copying. The **Contractor** shall provide appropriate facilities for access promptly after receiving a request. The **Owner** and any of its duly authorized representatives shall have the right to interview **Contractor** employees. The **Contractor** shall make employees available on Business Days between 8:00 AM and 4:00 PM, as requested.

11.14.3. Certified payroll and other employment Records of workers assigned to the site, including apprentices and trainees, maintained to comply with the requirements of this provision, shall contain the name and address of each worker, correct wage classification, rate of pay (including contributions, or costs assumed to provide, for fringe benefits), daily and weekly number of hours worked, deductions made, and actual wages paid. The **Contractor** shall maintain Records that show: (a) the anticipated costs or actual costs incurred in providing such benefits, (b) that the commitment to provide such benefits is enforceable, and (c) that the plan or program is financially responsible and has been communicated in writing to the workers affected.

11.14.4. Access to Records, as prescribed in this paragraph, shall be allowed at any time during the execution of the Work and shall remain in full force and effect for five (5) years after final payment, or termination (in the event of termination), or date of final resolution of any dispute, litigation, audit exception or appeal – whichever event actually applies to this Contract.

**11.15 Price Reduction for Defective Cost and Pricing Data:**

11.15.1. If at any time during the prosecution of the Work, there is good cause to doubt the **Contractor's** compliance with the Defective Cost and Pricing Data requirements of this paragraph 11.15, the **Owner** shall be entitled to make an appropriate withholding from any payment otherwise owed to the **Contractor**.

11.15.2. Whenever the **Contractor** signs a proposal for a Contract Price or Contract Time adjustment, a Change Order or a claim settlement, the **Contractor** will be deemed to have certified, to the **Contractor's** best knowledge and belief, that the representations made and data submitted in pricing and negotiating the Cost of the Work Involved in that price proposal, Change Order, or claim settlement: (a) were made in good faith and are consistent with the facts, (b) are consistent with the provisions of Articles 10 and 11, and (c) are complete, accurate and current as of the date agreement was reached on the corresponding adjustments in Contract Price and/or Contract Time. This certification shall apply in each and every respect to any Subcontractor and Supplier who signs any cost and pricing data attached to any such a proposal for a Contract Price or Contract Time adjustment, Change Order or claim settlement.

11.15.3. If any adjustment in Contract Price or Contract Time made by any Change Order, claim or dispute settlement was increased by a material and significant amount because the **Contractor**, or any Subcontractor or Supplier, at any tier, made representations or furnished cost or pricing data of any kind that were false, contained math errors or were incomplete, the Contract Price shall be correspondingly reduced by Change Order.

## ARTICLE 12 PROGRESS PAYMENTS; FINAL PAYMENT

### 12.1 Schedule of Values:

12.1.1. The Schedule of Values shall be approved by the **Professional** and accepted by the Owner and divide the Work into pay items for significant Sections and areas, facilities, or structures, with subtotals for first tier Subcontractors. If required in Division 1, the Schedule of Values shall be supported by a more detailed breakdown allocating the pay items to the Progress Schedule Activities.

12.1.2. The Schedule of Values shall tabulate labor costs, Subcontract costs and material and equipment costs. Labor costs shall include appropriate sums for construction equipment costs, general conditions costs, administrative costs (paragraph 11.10) and profit, unless separate pay items are itemized for those costs.

\*12.1.3. The Schedule of Values shall include the following close-out pay items: (a) two percent (2%) of the Contract Price for Fire Marshall approval, certificate of occupancy and other code approvals, as specified in the Contract Documents, (b) two percent (2%) of the Contract Price for manufacturer warranties, finalized operating and maintenance documentation, **Owner** training documentation, and test and balance reports, and (c) two percent (2%) of the Contract Price to cover finalized Record Documents.

### 12.2 Requests for Payment:

12.2.1. Once each month, the **Contractor** shall submit to the **Professional** a Request for Payment on the **Owner's** form signed by the **Contractor** certifying Work completed and enclosing all supporting documentation. Each Request for Payment shall certify that all monies owed by the **Contractor** to Subcontractors and Suppliers for which payment previously has been sought has been paid from payments received and include a sworn statement. No Request for Payment shall include amounts for a Subcontractor or Supplier if the **Contractor** does not intend to use the payments requested, when received, to reduce the **Contractor's** outstanding obligations on the Work.

12.2.2. **The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT).** Contractor must register with the State at [SIGMA VSS](#) to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have; the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

12.2.3. Payment to the **Contractor**, if approved by the **Owner**, will be made within thirty (30) Calendar Days after the **Owner** receives and approves a certified Request for Payment from the **Professional**. Payment for authorized reimbursable expenses shall be made monthly in the amount incurred before the cut-off date, provided each payment request expense is properly documented in spreadsheet form detailing the information about the request. The **Contractor** will provide a certification in writing that the payment request submittal is true and accurate.

12.2.4. If payment is requested based on materials and equipment stored at the site or at another location agreed to in writing, the Request for Payment also shall be accompanied by (a) consent of surety, (b) a bill of sale, invoice or other documentation warranting that the **Owner** has received the materials and equipment free and clear of all liens, and (c) evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect them and the **Owner's** interests. If the documentation provided by the **Contractor** to comply with the intent of this paragraph is unsatisfactory, the **Owner** shall be entitled to withhold an appropriate amount from that Request for Payment until the **Contractor** provides documentation acceptable to the **Owner**.

12.2.5. The **Contractor** warrants and guarantees that title to all Work, materials and equipment covered by any Request for Payment, whether incorporated in the Work or not, will pass to the **Owner** free and clear of all liens no later than at the time of payment by the **Owner** to the **Contractor**.

**12.3 Review of Request for Payment; Intent of Review:**

12.3.1. Within ten (10) Calendar Days after receipt of a Request for Payment, the **Professional** shall certify to the **Owner** the amount the **Professional** determines to be due or shall return the Request for Payment to the **Contractor** indicating the reasons for withholding certification.

Certification shall be based on the **Professional's** review of the Request for Payment and enclosed documentation, On-Site Inspections, and on-site Project representation, if any has been provided. If a Request for Payment is returned to the **Contractor**, the **Contractor** shall make the necessary corrections and resubmit that Request for Payment.

12.3.2. The **Professional's** certification of any Request for Payment constitutes a representation to the **Owner** that the Work has progressed to the point indicated; that to the best of the **Professional's** knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents; and that the **Contractor** is entitled to payment in the amount certified. Any such representation by the **Professional**, however, shall be subject to an evaluation of the Work as a functioning whole before and upon Substantial Completion; to the results of any subsequent tests called for in the Contract Documents; to a final determination of quantities and classifications of Unit Price Work (if any is specified) and to any other qualifications stated in the certification.

12.3.3. In the case of final payment, the **Professional's** certification of final payment and recommendation that the Work is acceptable shall be a further representation that conditions governing final payment to the **Contractor** have been met.

**12.4 Refusal to Make or to Recommend Payment:**

12.4.1. The **Owner** may withhold from any payment an amount based on the **Professional's** refusal to recommend payment or the **Owner's** estimate of the fair value of items entitling the **Owner** to a withholding. Such may include, but not be limited to liquidated damages, claims made against the **Owner** arising out of or related to the Work, payment claims, or failure by the **Contractor** to reimburse the **Owner** any costs the **Owner** is entitled to recover. The **Owner** will give the **Contractor** reasonably prompt written notice supporting such action.

12.4.2. The **Professional** may refuse to recommend all or any part of any payment, or because of subsequently discovered evidence, inspections or tests or the value of the Punch List, nullify all or any portion of any payment previously recommended, as the **Professional** may consider necessary to protect the **Owner** from loss because (a) the Work is Defective or completed Work has been damaged requiring correction or replacement, (b) a defective work/non-compliance notice has not been acknowledged by the Contractor, (c) the Contract Price has been reduced by Change Order, (d) it has been necessary that the **Owner** correct Defective Work or complete Work, (e) reasonable evidence exists that all or a part of the Work will not be completed within the corresponding Contract Time, (f) of the **Contractor's** failure to comply with all material requirements of the Contract, including, but not limited to the failure to submit Progress Schedule Submittals or Record Documents when due, (g) stored materials for which payment has been made or is sought has been determined by the **Professional** to be damaged or missing, (h) amounts are requested for a Supplier which is not the Supplier named in the **Contractor's** completed Section 00440 Schedule of Materials and Equipment or a Supplier approved by the **Professional** through an "or equal" or substitution procedure, or (i) the **Professional** reasonably believes or knows of the occurrence of an event justifying termination for cause.

**12.5 Request for Final Payment:**

12.5.1. The **Contractor** shall complete the Substantial Completion Punch List within the Contract Time and date fixed by the **Professional**. The **Contractor** shall assemble all requisite documentation before requesting final inspection.

12.5.2. Upon written notice from the **Contractor** that the **Contractor** considers the entire Work, or a part of the Work for which final payment is specified in the Contract Documents, to be complete and ready for final payment, the **Professional** will make a final completion inspection with the **Owner** and **Contractor** and notify the **Contractor** in writing of all instances of incomplete or Defective Work revealed by the final inspection. The **Contractor** shall immediately undertake all necessary measure to complete Work in the final completion inspection.

12.5.3. The **Contractor** may request final payment after completing the incomplete or Defective Work to the satisfaction of the **Professional** and delivering final operating and maintenance documentation (with revisions made after Substantial Completion), warranties, inspection certificates, Record Documents (with revisions made after Substantial Completion), release of payment claim forms and all other required documents.

12.5.4. The **Contractor's** request for final payment shall enclose evidence of completed operations insurance and affidavit certifying that the insurance coverage will not be canceled, materially changed or renewal refused except as provided in paragraph 7.4.3, and an affidavit certifying that the surety agrees that final payment shall not relieve the surety of any of its obligations under the Performance Bond and Payment Bond. The **Contractor's** request for final payment shall further include (a) a **Contractor's** "Guarantee and Statement" (available from the **Owner**, form DTMB-0437) containing a statement of guaranteed indebtedness acceptable to the **Owner** in the full amount of the Contract Price, or a release of payment claims in the form of a release of liens, or a Bond or other security acceptable to the **Owner** to indemnify the **Owner** against any payment claim, and (b) a list of all pending insurance claims arising out of or resulting from the Work being handled by the **Contractor** and/or its insurer.

**12.6 Final Payment and Acceptance:**

12.6.1. If the **Professional** is satisfied that the Work, or a part of the Work for which separate final payment is specified in the Contract Documents, has been completed and the **Contractor's** other obligations under the Contract Documents have been fulfilled, the **Professional** will, within thirty (30) Calendar Days after receipt of the final payment request, furnish to the **Owner** and **Contractor** the **Professional's** certification of final payment and acceptance. If the **Professional** is not satisfied, the **Professional** will return that request to the **Contractor**, indicating in writing the reasons for not certifying final payment, in which case the **Contractor** shall make the necessary corrections and request that final payment again be considered.

12.6.2. If the **Owner** concurs with the **Professional's** certification of final payment, the **Owner** will, within thirty (30) Calendar Days after receipt by the **Owner** of the **Professional's** certified recommendation of final acceptance, pay the balance of the Contract Price, subject to those provisions governing final payment specified in the Contract Documents. If the **Owner** does not concur with the **Professional's** determination, the **Owner** will return the request for final payment to the **Contractor** indicating in writing the reasons for refusing final payment and acceptance. In that case, the **Contractor** shall make the necessary corrections and shall request that final payment be again considered by the **Owner**. The **Owner's** written determination will be binding upon the **Contractor**, unless the **Contractor** delivers a notice of a claim and a claim Submittal within the deadlines set forth in Article 15.

12.6.3. If final completion of the Work is significantly delayed through no fault of the **Contractor**, the **Owner** may, upon receipt of the **Contractor's** final Request for Payment, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. Payment of the balance due shall be made under the provisions for final payment but shall not constitute a waiver of claims.

12.6.4. The **Owner** shall pay with reasonable promptness any amounts deducted from the final payment, upon resolution of the claims justifying withholding of such monies.

**12.7 Contractor's Continuing Obligation:**

12.7.1. The following does not constitute acceptance of the Work in the event the Work or any Work is not in accordance with the Contract Documents, and therefore does not release the **Contractor** from its obligation to perform and furnish the Work in accordance with the Contract Documents: (a) a certification by the **Professional** of any Request for Payment or final payment; (b) the issuance of a Substantial Completion certificate; (c) any payment by the **Owner** to the **Contractor**; (d) any Partial Use; (e) any act of acceptance by the **Owner** or any failure to do so; (f) any review and approval of a Shop Drawing, sample, test procedure or other Submittal; (g) any review of a Progress Schedule; (h) any On-Site Inspection; (i) any inspection, test or approval; (j) any issuance of a notice of acceptability by the **Professional**; or (k) any correction of Defective Work or any completion of Work by the **Owner**.

**12.8 Waiver of Claims:**

12.8.1. The making and acceptance of final payment do not constitute a waiver by the **Owner** of any rights as to the **Contractor's** continuing obligations under the Contract Documents, nor will it constitute a waiver of any claims by the **Owner** against the **Contractor** still unsettled, or arising from unsettled payment claims, Defective Work appearing after final inspection or failure by the **Contractor** to comply with the Contract Documents or the terms of any special warranties provided by the Contract Documents or by Law.

12.8.2. The making and acceptance of final payment will constitute a waiver of all claims by the **Contractor** against the **Owner**, other than those claims previously made in writing, on a timely basis in accordance with Article 15, and still unsettled.

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**ARTICLE 13 OTHER WORK**

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**13.1 Related Work at Site:**

13.1.1. During the period allowed for the furnishing and performance and completion of the Work, the **Owner** may undertake other work at the site with its own forces, or have other work performed at the site by other parties (including, but not limited to contractors or Public Utilities). If the Contract Documents do not note the performance of any such other work, written notice will be given to the **Contractor** before starting that work.

13.1.2. Whenever work to be performed by the **Contractor** interfaces with other work, the **Contractor** shall coordinate that work with the interfacing work. Paragraphs 13.2 and 13.3 outline representative duties and responsibilities assumed by the **Contractor** under this requirement.

Such duties and responsibilities are for the benefit of the parties on the other work to the extent there are comparable provisions for the benefit of the **Contractor** in the contracts between those parties and the **Owner**.

### 13.2 Coordination Requirements:

13.2.1. If other work is ongoing concurrently with the Work, the **Contractor** shall afford the responsible party proper and safe access to the site. The **Contractor** shall afford the other party a reasonable opportunity for the handling, unloading and storage of their materials and equipment and for the execution of their work.

13.2.2. If any part of the Work, for proper execution or results, interfaces on the work of the **Owner** or another party, the **Contractor** shall inspect and promptly report to the **Professional** in writing conditions in that work that render it unavailable or unsuitable for proper execution and results. The **Contractor's** failure to do so will constitute an acceptance of such other work as fit and proper for integration with the Work except for latent or non-apparent defects and deficiencies in the other work.

13.2.3. The **Contractor** shall do all cutting, fitting, patching, and interfacing of the Work that may be required to make any part of the Work come together properly and integrate with other work. The **Contractor** shall not cut, excavate, or otherwise alter any other work without prior written consent of the party responsible for such other work. The **Contractor** shall supply, install and/or cause items to be built into interfacing Work, verify dimensions of interfacing Work, and notify the **Professional** of interfacing work that is unsatisfactory for, or prevents satisfactory installation of, any Work. Installation of any Work shall constitute acceptance by the **Contractor** of all previously placed interfacing work.

13.2.4. The **Contractor** shall be responsible for cooperating with the **Professional** fully in the coordination of the **Contractor** Submittals with interfacing submittals of other parties whose work in any way integrates with the Work or vice versa. Any such coordinated Submittal of the **Contractor** shall identify, by specific written notation, Work which integrates with the other work and of which the **Contractor** knows or has reason to know.

13.2.5. If the **Owner** contracts for other work, the **Owner** will have authority and responsibility for coordinating the operations of the **Contractor** and the other work. The **Owner** may delegate the specific authority and responsibility for coordinating the operations of the **Contractor** and of those parties performing the other work to another organization either by provision in Section 00800 Supplementary Conditions or at the pre-construction conference.

### 13.3 Claims Between the Contractor and Other Parties:

13.3.1. If the **Contractor** causes damage to the work or property of others, or if a claim arising out of the **Contractor's** execution of Work is made by another party against the **Contractor**, **Owner** or **Professional**, the **Contractor** shall promptly attempt to settle with that party by agreement or otherwise resolve the claim. The **Contractor** shall, in any event, defend, indemnify, and hold harmless the **Owner** and **Professional** from and against all claims, as provided in paragraph 1.4, and/or judgments arising out of or resulting from damage by the **Contractor** to the work or property of others.

13.3.2. If another party causes damage to the Work or property of the **Contractor**, or if the performance of other work results in any claim by the **Contractor**, the **Contractor** shall promptly resolve the issue by agreement or otherwise resolve the claim. The **Contractor** shall not begin any action against the **Owner** (or its departments, agencies, boards, commissions, officers, and employees) or **Professional** (or their consultants, agents or any of their directors, officers, shareholders, agents, or employees), or permit any action against them to be maintained in the **Contractor's** name or for the **Contractor's** benefit before any court or tribunal, which action seeks to impose liability or recover damages from the **Owner** or **Professional** for such claim.

13.3.3. If the **Contractor** becomes involved in settling or otherwise resolving claims and disputes with other parties performing other work from events covered under paragraphs 13.3.1 or 13.3.2, or because of any other similar controversy, including damage to the Work or other work, or a dispute about responsibility for clean-up or any other issue, neither the **Owner** or **Professional** nor any of their respective consultants, agents, directors, shareholders, officers or employees will be involved in any way in such action (unless subpoenaed or ordered by a court). If the **Owner** incurs costs or damages of the types barred by the provisions paragraphs 13.3.1 and 13.3.2, the **Contractor** shall reimburse those costs and damages to the **Owner**.

13.3.4. Except as excluded in paragraph 13.3.5, if any party performing other work causes Delay upon the Work and if, upon a request from the **Contractor**, the **Owner** determines that any such Delay justifies an increase in Contract Price and/or Contract Time, the **Owner** shall amend the Contract Documents to provide the necessary adjustment in Contract Price or Contract Time, or both.

13.3.5. If a party performing other work is granted an extension in a contract time only (on account of Delay not reasonably anticipatable under the circumstances nor caused, in whole or in part, by any act or omission of the other party, the **Owner**, **Professional** or the **Owner's** representative on that other work), and if, upon a request from the **Contractor**, the **Owner** determines that the time extension granted to the other work requires a change in a coterminous Contract Time in the Contract Documents, the **Owner** shall amend the Contract Documents to provide for the necessary change in Contract Time only.

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**ARTICLE 14 TERMINATION**

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**14.1 Notice Requiring Assurance of Due Performance:**

14.1.1. The **Owner** may request the **Contractor** (with copy to the surety) to provide written assurance of due performance if, at any time, any of the following non-conformances occur, any of which, if not corrected, may justify defaulting the **Contractor**:

14.1.1.1. The **Contractor** fails to complete the Work, or a specified part of the Work, within the corresponding Contract Time; fails or refuses to supply sufficient management, supervision, workers, materials, or equipment; or otherwise fails to prosecute the Work, or any specified part of the Work, with the diligence required to comply with the Contract Time(s).

\*14.1.1.2. The **Contractor** persistently disregards the authority of the **Professional** or violates or disregards a provision of the Contract Documents or the Laws of any Political Subdivision with jurisdiction; or

14.1.1.3. The **Contractor** admits in writing, or the **Owner** otherwise establishes, the **Contractor's** inability or refusal to pay the **Contractor's** debts generally as they become due; or in response to the **Owner's** demand, fails to provide adequate, written assurance that the **Contractor** has the financial resources necessary to complete the Work within the Contract Time.

14.1.2. Within seven (7) Calendar Days after the **Contractor** receives a notice requiring assurance of due performance, the **Contractor** shall meet with the **Owner** and present the **Contractor's** plan to correct the non-performance with supporting documentation. If the **Owner** determines that the **Contractor's** plan provides adequate assurance of due performance, that determination shall not waive the **Owner's** right to subsequently default the **Contractor** or affect any rights or remedies of the **Owner** against the **Contractor** and/or surety then existing or that may accrue in the future.

**14.2 Contractor Default and Termination for Cause:**

14.2.1. The **Owner**, after giving the **Contractor** and surety seven (7) Calendar Days' written notice of intent to default, may declare the **Contractor** in default and terminate the services of the **Contractor** of upon the occurrence of one or more of the following events:

14.2.1.1. At or after the meeting referred to in paragraph 14.1.2, the **Owner** determines that there is sufficient cause, giving the issues raised, to default the **Contractor**.

\*14.2.1.2. The **Contractor** fails to comply with the Michigan Residency requirements (1984 PA 431, as amended, MCL 18.1241a); or is found to be in violation of Section 4 of 1980 PA 278 concerning unfair labor practices, or any nondiscrimination requirements imposed by Law.

14.2.1.3. The **Contractor** violates or breaches any material provision of the Contract Documents which provides contractually for the for-cause termination or rescission of the Contract or of the **Contractor's** right to complete the Work.

14.2.1.4. A trustee, receiver, custodian, or agent of the **Contractor** is appointed under contract, as opposed to under bankruptcy Law, whose appointment or authority to take over the **Contractor's** property is for the purpose of enforcing a lien against such property or for the general administration of such property for the benefit of the **Contractor's** creditors; or

14.2.1.5. It is determined that gratuities, including, but not limited to entertainment, gifts or donations were given by or on behalf of the **Contractor** to an official, agent, servant, or employee of the **Owner** or **Professional** to secure the Contract or favorable treatment with respect to the awarding or amending or the making of any determination relative to the execution of the Work.

14.2.2. Unless otherwise agreed between the **Owner** and **Contractor**, at the expiration of the seven (7) Day (intent to default) period, the **Contractor** shall immediately stop all Work and proceed in accordance with the **Owner's** instructions. Following receipt, and expiration, of a second seven (7) Day written notice period intended to allow the surety to complete an investigation of the default, the surety shall immediately:

14.2.2.1. If approved by the **Owner**, arrange for the **Contractor** to continue with performance and prosecution of the Work to completion; or

14.2.2.2. Undertake to perform and complete the Work, in accordance with the Contract Documents, in place of the **Contractor**, either through the surety's agents or by executing Sub agreements with qualified contractors (excluding the **Contractor** and any of the **Contractor's** affiliates), or both; and

14.2.2.3. If agreed to by the **Owner**, waive the surety's rights set forth elsewhere in this Article, and with reasonable promptness under the circumstances, after investigating in good faith and with due care and diligence, determine the amount for which it may be liable to the **Owner**, and present that determination to the **Owner**. If the **Owner** rejects that amount, the surety shall negotiate a sum acceptable to the **Owner** and promptly pay that amount to the **Owner** in full and with interest from the date the termination of the **Contractor's** services became effective. If the **Owner** rejects the sum determined by the surety, or if the surety fails to negotiate an agreement with the **Owner** on the amount of the surety's liability, the **Owner** shall have full power and authority to default the surety.

14.2.3. If the **Owner** has terminated the **Contractor**, and the surety elects to act under paragraph 14.2.2.2, the **Owner** will determine in good faith the amount necessary to cover the total direct, indirect and consequential costs (including, but not limited to liquidated damages, costs of correcting Work, fees and charges of engineers, architects, attorneys and others and any other costs and damages for which the surety is liable under Section 00610 Performance Bond) that the **Owner** believes it will sustain from that default. The **Owner** will communicate its determination to the surety, and the **Owner** will deduct that amount in its entirety from Requests for Payment under the Contract Documents. Upon completion of the Work, if the unpaid balance of the Contract Price is not sufficient to reimburse the **Owner** for all actual direct, indirect, and consequential costs resulting from the default of the **Contractor**, the surety and **Contractor**, jointly and severally, are liable to the **Owner** for the difference, which they shall pay to the **Owner** promptly.

14.2.4. If the **Owner** has terminated the **Contractor**, and the surety elects to act under paragraph 14.2.2.2, the surety's contract with another contractor makes that contractor a Subcontractor under the Contract, in which case: (a) the provisions of Article 11 shall remain in full force and effect, (b) the methods and criteria to be used to compute the surety's (in lieu of the **Contractor's**) and that contractor's Cost of and Fee for any Work involved shall be limited to those provided in Article 11, and (c) all Work performed by any such contractor pursuant to a Sub agreement with the surety shall be governed by the flow-through requirement in paragraph 5.1.6, the waiver of rights of subrogation provision in paragraph 7.8 and any other requirements of the Contract Documents governing Sub agreements.

14.2.5. If the **Owner** has terminated the **Contractor**, any such termination will not affect any rights or remedies of the **Owner** against the **Contractor** or surety, or both, then existing or that may accrue after termination. All provisions of the Contract Documents that, by their nature, survive final acceptance of the Work shall remain in full force and effect after a termination for cause of the **Contractor** or default of the surety, or both.

14.2.6. The **Owner** may, in its sole discretion, permit the **Contractor** to continue to perform Work when the **Contractor** is in default or has been defaulted. Such decision by the **Owner** shall in no way operate as a waiver of any of the **Owner's** rights under the Contract Documents or Section 00610 Performance Bond, nor in the event of a subsequent default, entitle the **Contractor** or surety to continue to perform or prosecute the Work to completion.

#### 14.3 Surety Default:

14.3.1. If upon receipt of a notice of termination for cause, the surety fails to proceed immediately and as provided in paragraph 14.2.2, the **Owner** shall declare the surety in default under Section 00610 Performance Bond in accordance with the terms and conditions of this paragraph.

14.3.1.1. No default of the surety under the Section 00610 Performance Bond shall be declared, however, until the expiration of fifteen (15) Calendar Days after receipt by the surety of an additional written notice from the **Owner** demanding that the surety perform its obligations under Section 00610 Performance Bond.

14.3.2. If the **Owner** declares the surety in default, the **Owner** shall have full power and authority to exclude the surety and **Contractor** from the site, assume any Sub agreements that the **Owner** so selects and take possession of the Work and of all the surety's and **Contractor's** tools, plant and office, and construction equipment at the site (without liability to the surety or **Contractor** for trespass, rent or conversion). The **Owner** will (a) proceed to the full extent that the surety and **Contractor** could have proceeded, (b) incorporate into the Work all materials and equipment stored at the site or elsewhere, and (c) prosecute the Work to completion as the **Owner** may deem expedient. When the **Owner** exercises any of the rights or remedies provided in this paragraph, the **Owner** shall not be required to obtain the lowest price for Work performed.

14.3.3. If the **Owner** has defaulted the surety, any such termination or default will not affect any rights or remedies of the **Owner** against the **Contractor** or surety, or both, then existing or that may accrue after termination. Any retention or payment of monies due the **Contractor** or surety by the **Owner** will not release the **Contractor** or surety from liability. All provisions of the Contract Documents that, by their nature, survive final acceptance of the Work shall remain in full force and effect after a termination for cause of the **Contractor** or default of the surety, or both.

#### 14.4 Termination for Convenience of the Owner:

14.4.1. Upon fifteen (15) Calendar Days' written notice to the **Contractor** and surety, or sooner if reasonable under the circumstances, the **Owner** may, without cause and without prejudice to any other right or remedy it may have, elect to terminate any part of the Work, or the Agreement in whole or in part, as the **Owner** may deem appropriate for its convenience. Upon receipt of any such termination notice, the **Contractor** shall immediately proceed in accordance with any specific instructions, protect and maintain the Work, and make reasonable and diligent efforts to mitigate costs associated with the termination.

14.4.2. In any termination for convenience, the **Contractor** shall be paid for (a) Work completed, in accordance with the Contract Documents, before receipt of the notice of termination, and (b) reasonable termination settlement costs for commitments that had become firm before the termination. The **Contractor** shall not be paid any anticipated and unrealized general conditions costs, administrative expenses, and profit for uncompleted Work. If no agreement can be reached as to reasonable termination costs, the **Owner** will make a determination in writing which shall be final and binding on the **Contractor** unless the **Contractor** delivers notice of a claim and a claim Submittal in accordance with the procedures and within the deadlines set forth in Article 15.

14.4.3. Upon termination for convenience, the **Owner** shall have full power and authority to take possession of the Work, assume any Sub agreements with Subcontractors and Suppliers that the **Owner** selects, and prosecute the Work to completion by contract or as the **Owner** may deem expedient.

14.4.4. If after notice of termination of the services of the **Contractor**, it is determined the **Contractor** was not in default, the termination shall be deemed to have been for the convenience of the **Owner**. In such event the **Contractor** may recover from the **Owner** payment in accordance with paragraph 14.4.2.

#### **14.5 The Contractor May Suspend Work:**

14.5.1. In addition to being entitled to earning interest on unpaid Requests for Payment, the **Contractor** may, upon fifteen (15) Calendar Days written notice to the **Owner**, suspend the Work for the **Owner's** convenience if, through no act or fault of the **Contractor**, the **Professional** fails, for thirty (30) Calendar Days, to initiate processing of any Request for Payment or the **Owner** fails, for ninety (90) Calendar Days, to pay the **Contractor** any Request for Payment finally certified by the **Professional** to be due

14.5.2. Except as specifically provided in paragraph 14.5.1, this provision shall not relieve the **Contractor** of the **Contractor's** obligations to prosecute the Work in accordance with the Progress Schedule and without Delay during any disputes and disagreements with the **Owner**.

### **ARTICLE 15 DISPUTES**

#### **15.1 Claims Under This Article:**

15.1.1. All claims, counterclaims, disputes, and other matters in question between the **Owner** and **Contractor** arising out of or relating to the Contract Documents or the breach thereof, shall be submitted in writing to the **Professional** and otherwise processed and resolved as provided in this Article.

15.1.2. A claim means a written demand or assertion by the Owner or Contractor, which is properly certified, seeking an adjustment in Contract Price and/or payment of moneys due, an extension or shortening in Contract Time, the adjustment or interpretation of Contract terms, or other relief arising under or relating to the Contract. If a Bulletin or specific request for proposal has been issued by the Professional or Owner and quoted by the Contractor, it may become a claim or dispute with proper written notice per 15.1.2.1 should the Contractor is object to a written determination and/or rejection by the Professional or Owner under the appropriate provision of the Contract Documents.

15.1.2.1. Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker (Professional/PSC). Claims by either party must be initiated within 21 days after the occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognized the condition giving rise to the claim. Provided such timely notice is delivered, a full and detailed breakdown of cost and time requested, with supporting documentation, if not provided with initial notice shall be delivered to Professional and Owner within 15 days of the notice, as noted in Article 11.1.2, unless otherwise agreed in writing, by the Owner prior to expiration of such time.

15.1.2.2. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided under conditions of failure of timely progress payment or Article 14, the Contractor shall ensure the Work diligently proceeds with the performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Owner shall prepare Change Orders and PSC shall certify payment requests in accordance with the decisions of the Initial Decision Maker.

15.1.3. Unless otherwise agreed between the parties, any claim that can be resolved under a provision of the Contract Documents providing for or excluding the relief sought by the claimant shall be resolved in accordance with that provision.

15.1.4. **Notice of Claim** - Except for **Owner** claims for liquidated damages, no claim shall be valid unless it is based upon written notice delivered by the claimant to the other party and the Professional/PSC within 21 days as per 15.1.2 and 15.1.2.1. The notice shall include a supporting statement stating the nature of the dispute, the amount involved, if any, and the remedy sought. The claim submittal with all supporting data shall be delivered within thirty (30) Calendar Days after Notice (unless the **Professional** allows an extension). The responsibility to substantiate claims shall rest with the claimant.

\*15.1.5. A claim by the **Contractor** shall be submitted to the **Professional** and **Owner** for a recommendation or decision from the **Professional** and, if necessary, an **Owner** determination. A claim by the **Owner** shall be submitted to the **Contractor** and the **Professional** for a written recommendation or decision by the **Professional**. The **Owner** reserves the right to audit, using the provisions in paragraph 11.14, any **Contractor** claim (or claim package) that the **Contractor** values at more than \$50,000.00.

15.1.6. Pending final resolution of any claim under this Article, the **Contractor** shall proceed diligently with the Work and comply with any decision of the **Owner** and/or **Professional**



**15.2 Requirement for Certification of Contractor Claims:**

15.2.1. For all **Contractor** claims seeking an increase in Contract Price or Contract Time, the **Contractor** shall submit an affidavit, certifying that the amount claimed accurately reflects any Delay and all costs that the **Contractor** is entitled from the occurrence of the claimed event and that supporting cost and pricing data are current, accurate, complete and represent the **Contractor's** best knowledge and belief. The affidavit shall be executed by an officer or partner of the **Contractor** with proper authority or his/her designee.

**15.3 Recommendations or Decisions from the Professional:**

\*15.3.1. For **Contractor** claims under \$100,000.00, if requested in writing by the **Contractor**, the **Professional** will render a recommendation or decision within thirty (30) Calendar Days after the request and the **Owner** will issue, if necessary, a determination within thirty (30) Calendar Days after the **Professional's** recommendation or decision. For **Contractor** claims exceeding \$100,000.00, the **Professional** will issue its recommendation or decision and the **Owner**, if necessary, will issue its determination within sixty (60) Calendar Days after completing an audit of the claim, or after deciding not to conduct such an audit or, in the alternative, will notify the **Contractor** of the date when the determination will be made. In the latter case, a final determination will be concluded within sixty (60) Calendar Days from the date of such notification.

\*15.3.2. For **Owner** claims under \$100,000.00, the **Professional** will render a recommendation or decision within thirty (30) Calendar Days of the request. For **Owner** claims over \$100,000.00, the **Professional**, within sixty (60) Calendar Days, will render a recommendation or decision or notify the **Owner** and **Contractor** when such will be rendered.

\*15.3.3. To the extent any **Professional's** decision is to deny a **Contractor** claim or to agree with an **Owner** claim, that decision shall be final and binding on the **Contractor**, without any determination by the **Owner**, unless the **Contractor** files a request for a presentation with the **Director-DCD** within twenty-one (21) Calendar Days as required by paragraph 15.4.1. Unless a claim is made in accordance with these requirements, it shall be waived.

\*15.3.4. To the extent that any recommendation from the **Professional** is partly or wholly adverse to a claim from the **Owner**, that determination shall be final and binding on both the **Owner** and **Contractor** unless either party files a request for a presentation with the **Director-DCD** as required in paragraph 15.4.1.

\*15.3.5. To the extent the **Professional** recommends payment of any **Contractor** claim which increases the Contract Price, that recommendation shall be subject to a determination from the **Owner** in a written opinion. In the event any such determination from the **Owner** is partly or wholly adverse to the preceding recommendation from the **Professional**, that determination shall be final and binding on the **Contractor** unless the **Contractor** files suit in the Michigan Court of Claims within thirty (30) Calendar Days after receipt of such determination. Unless a claim is made in accordance with these requirements, it shall be waived.

**15.4 Determinations by the Director-DCD:**

\*15.4.1. If either the **Contractor** or **Owner** is not satisfied with any decision of the **Professional** rendered pursuant to paragraph 15.3.3 or 15.3.4, that party shall, within twenty-one (21) Calendar Days of receiving that decision, file a written appeal with the **Director-DCD**. If a **Contractor** or **Owner** appeal is timely filed, the claimant shall be entitled to present its claim, unless waived, to the **Director-DCD**, or his/her designee, provided that a claim narrative with complete supporting documentation is delivered to the **Director-DCD**, or his/her designee, within thirty (30) Calendar Days of that party's written notice of appeal.

\*15.4.2. Within thirty (30) Calendar Days after receipt of any such claim narrative, the **Director-DCD**, or his/her designee, shall schedule the time to start the presentations taking into account the dispute's complexity and the urgency of its resolution. Subject to any recognized privilege, discovery shall be available to either party as provided by the **Director-DCD**, and his/her designee, and shall be concluded thirty (30) Calendar Days before the start of the presentations.

\*15.4.3. During the presentations, the **Director-DCD**, or his/her designee, shall hear presentations and receive evidence on the matters in dispute, as supported by the statement of the dispute. The **Director-DCD**, or his/her designee, shall have discretion concerning the allowability of evidence submitted, and shall not be bound to any rules of evidence other than those he/she promulgates.

\*15.4.4. If the right to a presentation is waived or if a presentation is conducted and the dispute remains unresolved, the **Director-DCD**, or his/her designee, at his/her sole option, shall specify in which forum the dispute shall thereafter be conducted by issuing a written determination to the **Contractor** that the dispute if the **Contractor** so elects, be submitted in writing to:

\*15.4.4.1. The Court of Claims maintained by the State of Michigan for the purpose of adjudicating claims against the State or other appropriate court, or

\*15.4.4.2. Arbitration in accordance with the construction industry rules of arbitration of the American Arbitration Association, subject to the provisions of paragraphs 15.5.1 and 15.5.2, unless the parties mutually agree otherwise.

\*15.4.5. The **Director-DCD's**, or his/her designee's, determination on the forum in which the dispute shall be conducted is final and binding upon the **Owner** and **Contractor**. The **Director-DCD's**, or his/her designee's determination on the dispute shall be final and binding on the **Contractor** unless the **Contractor** files a lawful action in the forum so chosen (Michigan Court of Claims or arbitration) within thirty (30) Calendar Days after receiving the **Director-DCD's**, or his/her designee's, determination.

\*15.4.6. If, after such determination from the **Director-DCD**, or his/her designee, the **Contractor** properly submits the dispute to the Michigan Court of Claims or requests arbitration, and the final determination of either forum does not increase the **Contractor's** recovery by thirty (30%) percent or more above that awarded by the **Director-DCD**, or his/her designee, or voluntarily withdraws the action, the **Contractor** shall pay all resulting expenses of the **Owner** (including, but not limited to reasonable charges of attorneys, engineers, others and court or arbitration costs)

#### 15.5 Supplements to AAA Arbitration:

\*15.5.1. No arbitration, arising out of, or relating to the Contract Documents shall include, by consolidation, joinder or in any other manner, any additional party not a party to this Contract, except by written consent containing a specific reference to the Agreement and signed by all the parties involved. Consent shall be deemed given by any party who has executed an agreement directly with the **Owner** affected by the Project and containing provisions comparable to those in this Article 15.

Any consent to arbitration involving any additional party or parties shall not constitute consent to arbitration of any dispute not permitted in this Article. The agreement to arbitrate with any additional party or parties duly consented to by the parties to this Contract shall be specifically enforceable under the prevailing arbitration Law.

15.5.2. Subject to any recognized privilege, discovery shall be available to each party to the arbitration as it would be available under the general court rules of the Michigan Court of Claims which shall be enforced by the American Arbitration Association. All discovery and amendments to the prehearing summary shall conclude thirty (30) Calendar Days before the arbitration date. Failure to provide the foregoing discovery shall render any claim supported by witnesses or documents not so disclosed excludable by the arbitration panel in its discretion.

#### 15.6 Interest on a Judgment; Payment of Judgment:

\*15.6.1. If, subsequent to a determination by the **Director-DCD**, or his/her designee, the **Owner** or **Contractor** files a Michigan Claims Court or AAA arbitration action, and the party filing for such action increases its recovery by thirty (30%) percent or more above that awarded by the **Director-DCD**, or his/her designee, that party shall be entitled to interest calculated in accordance with MCL 600.6013, as amended, whether the action is filed with the Michigan Court of Claims or the American Arbitration Association.

\*15.6.2. After settlement or final adjudication of any claim under this Article if, upon demand, payment by the **Contractor** is not made to the **Owner**, the **Owner** may offset the appropriate amounts against (a) payments due to the **Contractor** under any other contract between the **Owner** and the **Contractor**, or (b) any amounts for which the **Owner** may be obligated to the **Contractor** in any capacity.

#### 15.7 Venue; Flow-Through Provision:

15.7.1. The **Contractor** agrees to waive jurisdiction and venue, to consent and submit to the jurisdiction of, and not commence any action in other than, a competent State court in Ingham County, Michigan, unless original jurisdiction is vested in the Michigan Court of Appeals, the Michigan Court of Claims, or the Michigan Supreme Court, regardless of residence or domicile, for any action or suit at law or in equity arising out of or under the Contract Documents. The **Contractor** further agrees that it will have each of its Suppliers and Subcontractors provide similar waivers as those required in this paragraph.

15.7.2. The **Contractor** shall insert the provisions of this Article in all Sub agreements, altering those paragraphs only to identify properly the contracting parties.

END OF SECTION 00700

**SECTION 00800 SUPPLEMENTARY CONDITIONS****PROFESSIONAL** – Matrix Consulting Engineers, Inc.

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WORK – St. Louis Correctional Facility – Housing Unit #4 Conversion

FILE No. 472/26266.CTS

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The provisions of this Section 00800 Supplementary Conditions amend or supplement Section 00700 General Conditions and those other provisions of the Contract Documents, as indicated below. All other provisions of the Contract Documents that are not so amended or supplemented remain in full force and effect.

Facility Escorts: One (1) Escort designated for this project

Standard Project Working Hours: Four (4) 10-hour days; Monday-Thursday; 6:00 am – 4:30 pm

Negotiated Project Hours: Five (5) 8-hour days; Monday-Friday; 7:30 am – 3:30 pm

**END OF SECTION 00800**

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**SECTION 01310 PROGRESS SCHEDULE**

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**PART 1 - GENERAL****1.01 SUMMARY**

A. The **Contractor** will submit CPM Progress Schedules to the **Owner** depicting its approach to prosecution of the Work. This includes but is not limited to the **Contractor's** approach to recovering schedule and managing the effect of changes, substitutions, and Delays on Work sequencing.

B. The Progress Schedule will include the Rev. 0 Submittal (par. 3.02), Update Submittals (par. 3.03) and Revision Submittals (par. 3.04). Each Submittal will be assigned a unique number. For a resubmission, the initial number will be modified by the letter A, B, C, etc., as appropriate.

C. Through the Progress Schedule, the **Owner** will seek to stay current on progress, updated Activity and Milestone Dates, and the **Contractor's** approach to Work remaining.

D. References to the Critical Path Method (CPM) are to CPM construction industry standards that are consistent with the requirements of this Section 01310.

**1.02 RELATED SECTIONS**

A. Section 00440 Schedule of Materials and Equipment; Section 00500 Agreement; Section 00700 General Conditions; and Section 00800 Supplementary Conditions.

**1.03 GLOSSARY OF TERMS**

A. Capitalized terms not already defined in any Division 0 Specification have the following intent and meanings:

1. Milestone – A key point of progress, designating interim targets toward the Contract Times. They may pinpoint critical path foundations, key deliveries, building framing, start of MEP rough-in, building enclosure, partitions, interior finishes, conditioned space, commissioning stages, Substantial Completion, and other events of like import.
2. Official Schedule – The most recent Revision Submittal returned to the **Contractor** as Resubmittal Not Required. The Rev. 0 Official Schedule is the *As-Planned* Schedule.
3. Revision 0 Submittal – Progress Schedule submitted by the **Contractor** depicting the entire Work as awarded.
4. Update Submittal – A monthly Progress Schedule update reflecting progress and minor adjustments on the Activities, sequencing and restraints for Work remaining.

**1.04 QUALITY ASSURANCE**

A. The **Contractor** will obtain a written interpretation from the **Professional**, if the **Contractor** believes the selection of Activities, logic ties or restraints requires an interpretation of the Contract Documents. With each submission, the **Contractor** will point out by specific, written notation, any Progress Schedule feature that may reflect variations from any requirements of the Contract Documents.

B. The **Contractor** is responsible to obtain information from each Subcontractor and Supplier when scoping their respective Activities, Values, logic ties and restraints

C. No review of any Progress Schedule by or on behalf of the **Owner** will relieve the **Contractor** from complying with the Contract Times and any required sequence of Work or from completing Work omitted from the Progress Schedule. No review will imply approval of any variation from or interpretation of the Contract Documents, unless approved by the **Professional** through a written interpretation or by means of a separate, written notation.

**1.05 ALLOWANCES**

A. Work covered by Cash Allowances will be completed within the Contract Times. To the extent reasonable and consistent with the **Contractor's** plan, Work authorized by contingency allowances will be completed within the Contract Times. The Progress Schedule will incorporate the **Contractor's** best estimate of the Activities, logic and restraints required, using the information in the Contract Documents, or as indicated by the **Professional** in writing.

**1.06 "OR EQUALS" AND SUBSTITUTIONS**

A. Activities in the Rev. 0 Progress Schedule will be based on materials and equipment required by the Contract Documents and will not reflect any "or equal" or substitute materials or equipment, even if the **Contractor** intends to pursue "or equal" and substitution proposals. This limitation also applies to any Means and Methods indicated in or required by the Contract Documents.

**1.07 MEASUREMENT AND PAYMENT**

A. The Schedule of Values will include a Progress Schedule *pay item*. Fifteen percent (15%) of this *pay item* will be eligible for payment upon delivery of the *complete* Rev. 0 Submittal. The balance of this *pay item* will be eligible for payment, on a prorated basis, with each Request for Payment attaching an Update Submittal.

## PART 2 - WORK PRODUCTS

### 2.01 PROGRESS SCHEDULE SUBMITTALS

A. Each Progress Schedule Submittal will consist of an electronic disk with the **Contractor's** files, a narrative and three (3) copies of the required reports and plots.

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

### 2.02 PRINTOUTS

A. Schedule Reports will include Activity (ID) code and description, duration, calendar, Early Dates, Late Dates and Total Float, all of which will comport with the requirements of paragraph 8.3.4 of Section 00700 General Conditions.

1. Late Finish Date for an Activity pinpointing a Contract Time will equal that Contract Time. Early Start Date for an Activity designating a Contract restraint will equal the proper Notice to Proceed date. Schedule Reports may or may not append CPM Plots (time-scaled Activity/logic).

2. For Precedence Diagram Method, separate Schedule Reports will tabulate, for each Activity, all preceding and succeeding logic types and lead times, whether CPM Plots displaying vertical logic ties are appended or not.

B. CPM Schedule Plots will be plotted on a suitable time scale and identify the Contract Times, Critical Paths, and sub-Critical Paths. Activities will be shown on the Early Dates with Total Floats noted by Late Date flags.

C. Line of Balance Plots will reflect industry practice for repetitive construction and will segregate the production lines for all trades within the hammock Activities.

### 2.03 NARRATIVE REQUIREMENTS

A. In general, a narrative will describe the **Contractor's** approach to prosecution of the Work, subject to the requirements of the Contract Documents. Further, each narrative will list the Critical Path Activities and compare Early and Late Dates with Contract Times and Milestone Dates. The basis for restraint dates will be explained.

B. For each Update Submittal, the narrative will compare current Dates to the respective Milestone Dates, describe changes in crewing and construction equipment and identify new Delays. For each Revision Submittal, the narrative also will itemize changes in Activities, logic ties and restraint dates made necessary by each change, Delay, schedule recovery, substitution and **Contractor**-initiated revision occurring since the previous Submittal.

### 2.04 ACTIVITY REQUIREMENTS

A. The Progress Schedule will detail Work sequencing only to the extent necessary to allow the **Owner** to correlate percent complete, compare actual dates with Milestones and Contract Times and the data in Requests for Payment.

B. Separate Activities will designate permits, construction, Submittal preparation/review (and resubmission and re-review, for same); MEP coordination drawings; deliveries; commissioning; and Punch List. Separate Activities will designate **Owner**-furnished items, interface with other work and the **Owner** and **Professional's** responsibilities.

B. Activities will be detailed only to the extent required to show the transition of trade Work. Activities will detail the progression through site/excavation, foundations, building framing, start/completion of interior partitions, MEP rough-in, building enclosure, interior finishes, conditioned space, and commissioning.

1. Submittal Activities will segregate long-lead items, any item requiring structural access and other procurements that, in the **Contractor's** judgment, may bear on the rate of progress. Separate MEP coordination drawing Activities will be used for each floor. Beyond these requirements, it is not necessary to burden the Progress Schedule with Activities for less significant Submittals and deliveries.

2. For multiunit Work (e.g., rough-in overhead MEP for each floor, etc.), detailed Activities will be shown for a typical (often, the first) unit). Other or follow-on units may be replicated, as appropriate, or modeled with a hammock Activity combining the sum total of the typical detailed Activities. Separate Activities, as may be suitable to the Divisions of Work involved, will be identified for single-unit Work. This requirement applies to such scope as Work in mechanical rooms, building framing, commissioning, etc.

3. Activities will not combine separate or non-concurrent items of Unit Price or lump sum Work, Work in separate structures and Work in distinct areas, locations or floors within an area or structure; or rough-in and finish Work.

C. Activity durations will equal the Business Days required to sufficiently complete the Work designated by the Activity (i.e., when finish-to-start successors may start, even if the Activity is not quite 100% complete). Installation Activities will last from twenty (20) to forty (40) Days.

D. Activities will be assigned consistent descriptions and identification codes. Sort codes will group Activities by building or structure, floor or area, Change Order and Change Authorization and other meaningful scheme

## PART 3 – EXECUTION

### 3.01 FLOAT TOLERANCES

A. Any Progress Schedule with Early Dates after a Contract Time will yield negative Total and Contract Floats, whether shown/calculated or not. Any Revision Submittal with less than negative twenty (20) Days of Float will be returned as "Revise and Resubmit," unless a time extension is requested, or the **Owner** withholds liquidated damages or asserts intent to do so in the event schedule is not recovered.

B. Floats calculated from the definitions given in Section 00020 Glossary supersede any conflicting Float values calculated within any early completion Progress Schedule.

### 3.02 REVISION 0 (Rev. 0) SUBMITTAL

A. The complete Revision 0 Submittal will be due with the first Request for Payment. The Rev. 0 Submittal will show the Work as awarded, without Delays, "or equal" or substitutions, Change Orders or Change Authorizations.

1. The Rev. 0 narrative will detail the **Contractor's** management of the site (lay down, parking, etc.). Further, the Rev. 0 narrative will identify shifts, weekend Work, Activity calendars, Delays since award and all pending and anticipated "or equal" and substitution proposals.

E. Once endorsed by the **Owner** and returned as "Resubmittal Not Required," the Rev. 0 Progress Schedule (or Rev. 0A, etc.) will be the As-Planned Schedule and the basis for Update Submittals until the Rev. 1 Official Schedule is established. Once the As-Planned Schedule is established, the **Owner** will select Milestones and note Milestone Early and Late Dates. As the Official Schedule evolves, Milestone Dates will be revised accordingly.

F. If the **Owner** refuses to endorse the Rev. 0 Submittal (or Rev. 0A, for a resubmission) as "Resubmittal Not Required," the As-Planned Schedule will not be established. In that event, the **Contractor** will continue to submit Update and Revision Submittals reflecting progress and the **Contractor's** approach to remaining Work. The **Owner** will rely on the available Update and Revision Submittals, subject to whatever adjustments it determines appropriate.

### 3.03 UPDATE SUBMITTALS

A. Update Submittals with progress up to the closing date and updated Early and Late Dates for progress and remaining Activities will be due with each Request for Payment. As-built data will consist of actual start dates, percent complete, actual finish dates, changes, Delays, and other significant events occurring before the closing date.

### 3.04 REVISION SUBMITTALS

A. Progress Schedule Revisions will be submitted with the third Request for Payment and every two (2) months after that, or more often, if necessary due to schedule recovery or other Progress Schedule revisions. Revisions will revise the Update Submittal attached to the prior Request for Payment.

B. Progress Schedule revisions will detail all impacts on pre-existing Activity scope, logic ties and restraint dates and reflect the Contractor's current approach to Work remaining. Revisions may be required because of changes in the Work, substitutions, schedule recovery and Delays.

C. Once endorsed by the **Owner** and returned as "Resubmittal Not Required," a Revision Submittal becomes the Rev. 1, Rev. 2, etc. Official Schedule and the basis for subsequent Update Submittals until a more current Official Schedule is established. If the **Owner** refuses to endorse a Revision Submittal as "Resubmittal Not Required," the **Contractor** will continue to submit Update and Revision Submittals when and as required in this Section.

### 3.05 RETROSPECTIVE DELAY ANALYSIS

A. If the **Owner** refuses to endorse any Revision Submittal as "Resubmittal Not Required," the **Contractor** and **Owner** will use the latest Official Schedule when evaluating the effect of Delays on Contract Time and/or Contract Price. The procedure will consist of progressively revising the latest Official Schedule at key Revision Submittal closing dates. For each Progress Schedule iteration, slippage between actual Milestone Dates and Rev. 0 Milestone Dates will be correlated to Delays occurring solely in that iteration. Revisions affecting Work after any iteration will be included only to the extent consented by the **Owner** at that time and/or if actually confirmed by as-built progress.

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**END OF SECTION 01310**

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This 01310 Specification uses the FORMSPEC™ Section 01310 Model Progress Schedule Specification (CPM Short Form). Title to and use of this Specification is strictly restricted. Except as may be appropriate for use in the bidding and execution of the Work, reproduction, translation or substantial use or quotation of any part of this Specification beyond that permitted by the 1976 United States Copyright Act without prior written permission of PMA Consultants LLC is unlawful.

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# **APPENDIX I**

## **SPECIAL WORKING CONDITIONS**



## DTMB State Facilities Administration Security Clearance Request

### Contractor Instructions

The purpose of this document is to establish security and supervision requirements for contract personnel requiring access to Department of Technology, Management and Budget (DTMB) facilities.

A *DTMB Security Clearance form* must be completed before an individual is granted access to a facility. Access approval will be in effect for one year from date of DTMB Facility Services approval or until estimated project completion date (whichever occurs first).

Contract personnel agree to adhere to all DTMB rules and regulations which in DTMB facilities. Access will only be granted for normal business hours. (Monday-Friday, 8:00 a.m.-5:00 p.m. except State holidays). DTMB State Facilities Administration, Facility Services section must clear any exception in advance.

Contract personnel will be required to submit the following to DTMB Facility Services Manager or Regional Manager before entering a DTMB facility:

#### **Procedure for submitting form electronically (preferred and recommended)**

1. Complete a *DTMB Security Clearance form* (using Microsoft Excel) and include the following:
  - Company name
  - Company Contact name and phone number
  - Complete name (**last name first**) and date of birth for all employees requiring access.
2. Email completed form to DTMB Facility Manager for an individual building or DTMB Regional Facility Manager for multiple building requests.

#### **Procedure for submitted in person or mail delivery**

1. Complete a *DTMB Security Clearance form* (using Microsoft Excel) and include the following:
  - Company name
  - Company Contact name and phone number
  - Complete name (**last name first**) and date of birth for all employees requiring access.
2. Return completed form to DTMB Facility Manager for an individual building or DTMB Regional Facility Manager for multiple building requests.

**Note: This request must be received a minimum of 48 hours before entering a DTMB Facility.**

#### **DTMB Facility Access Criteria:**

1. Present pictured ID.
2. Name must appear on the clearance list.
3. Sign-in and wear a dated visitor's pass (*must be visibly displayed at all times*).
4. Return visitor pass to security desk at days end.

**Note: Individuals whose name does not appear on the clearance list are required to be signed in by a member of the DTMB Facility Services staff.**

Failure to comply with the above procedure will result in the individual(s) being delayed and may be cause for denying access to DTMB facilities.

## 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 II**

# **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](mailto: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 SESC's.
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 SESC's. 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 each and every item to be removed. The Contractor and the Subcontractors for the various trades must remove the materials related to their respective trades as required to permit the construction of the new Work as shown.
2. Permits: The Contractor must secure from the appropriate agencies all required permits necessary for proper execution of the work before starting work on the project site. All fees for securing the permits must be paid by the Contractor, including all inspection costs which may be legally assessed by the Bureau of Construction Codes in accordance with the authority granted under the Public Act 1980 PA 371, as amended.
3. Enclosures: Where it is necessary to make alterations to walls, floors or roof of the existing building, the Contractor must provide and maintain dustproof partitions to separate the parts where Work is being done from the adjoining parts occupied by the State Agency. Where any parts are opened and exposed to the elements, the Contractor must provide weather tight enclosures to fully protect the structure and its contents.
4. Waste Management Plan: The management plan must address waste source identification and separation, returns, reuse and salvage, recycling, landfill options, alternatives to landfilling, materials handling procedures and transportation.
5. Preparation: Protect all existing Work that is to remain and restore in an approved manner any such Work that becomes damaged.
  - 5.1 Rubbish and debris resulting from the Work must be removed immediately from the site by the Contractor. However, any recyclable materials must be recycled; the Contractor will be required to use alternatives to landfills for waste disposal such as reuse or recycle of asphalt, bricks, concrete, masonry, plastics, paint, glass, carpet, metals, wood, drywall, insulation, and any other waste materials to the extent practical.
  - 5.2 Unless otherwise specified, the Agency will remove existing furniture, drapery tracks, draperies, window blinds, and other equipment items, which might interfere with the new construction.
6. Coordination: Demolition work, in connection with any new unit of Work, must not be commenced until all new materials required for completion of that new item of Work are at hand.
7. Waste Management Plan Progress Reports: Submit an updated report with the payment requests. The progress reports shall include:
  - a. The amount of waste sent to a landfill, tipping fees paid and the total disposal cost. Include supporting documents such as manifests, weight tickets, receipts and/or invoices.
  - b. Records for each material recycled/reused/salvaged from the project including the amount, date removed from the job site, final destination, transportation cost, recycled materials, and the net cost/ savings.
  - c. Breakdown of waste by type generated to date.
  - d. Recycling/salvage/landfill rates.
  - e. Percent of waste recycled/salvaged to date.

## HAZARDOUS MATERIALS PROJECT PROCEDURES

1. The Contractor must use, handle, store, dispose of, process, transport and transfer any material considered a Hazardous Material in accordance with all federal, state, and local Laws. If the Contractor encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the Contractor must immediately stop all affected work, give written notice to the Owner of the conditions encountered, and take appropriate health and safety precautions.
2. This project has been identified by the DTMB-SFA as having a possibility of containing Hazardous Waste materials to be legally removed from the Project job site in order to complete the Work as described in the Proposal And Contract. If removal of friable asbestos material is required, the Contractor must contact the Air Quality Division, Department of Environment, Great Lakes, and Energy, at **(517) 284-6773**, for a permit and furnish all training, labor, materials, services, insurance, and equipment necessary to carry out the removal operations of all Hazardous Materials from the Project job site, as identified by the Scope of Work, or encountered on the Project job site, in accordance with State and Federal Hazardous Waste Codes. A Contract Change Order will be written to modify the existing Contract to pay for the additional cost.
3. Environmental Hazards (air, water, land and liquid industrial) are handled by the Waste and Hazardous Materials Division, Michigan Department of Environment, Great Lakes, and Energy (EGLE) in carrying out the requirements of the Federal Environmental Protection Agency (EPA). For general information and/or a copy of the latest regulations and publications call (517) 335-2690.
4. The Michigan Occupational Safety and Health Administration (MIOSHA) provides protection and regulations for the safety and health of workers. The Department of Licensing and Regulatory Affairs provides for the safety of workers. The Department of Health & Human Services provides for the health of workers (517/373-3740) (TDD 517/373-3573).
  - 4.1 Contractor must post any applicable State and/or Federal government regulations at the job site in a prominent location.
  - 4.2 Contractor must be responsible for training their workers in safe work practices and in proper removal methods when coming in contact with hazardous chemicals.
5. Applicable Regulations:
  - 5.1 Natural Resources and Environmental Protection Act – PA 451 of 1994, as amended, including Part 111 – Hazardous Waste Management, Part 121 – Liquid Industrial Waste and Part 147 – PCB compounds.
  - 5.2 RCRA, 1976 - Resource Conservation and Recovery Act: This federal statute regulates generation, transportation, treatment, storage, or disposal of hazardous wastes nationally.
  - 5.3 TSCA, 1979 – Toxic Substances Control Act: This statute regulates the generation, transportation, storage, and disposal of industrial chemicals such as PCBs.
6. Definitions: Hazardous substances are ignitable, corrosive, reactive, and/or toxic, based on their chemical characteristics.
  - 6.1 Under Federal and Michigan Law, a Small Quantity Generator of hazardous waste provides from 220 to less than 2,000 lbs./month or never accumulates 2,200 lbs. or more.
  - 6.2 A Generator size provider of hazardous waste provides 2,200 lbs. or more/month or accumulates above 2,200 lbs.
7. Disposals: To use an off-site hazardous waste disposal facility, the Contractor must use the Uniform Hazardous Waste Manifest (shipping paper). Small quantities of hazardous waste may not be disposed of in sanitary landfills used for solid waste.
8. Federal, state, and local Laws and regulations may apply to the storage, handling and disposal of Hazardous Materials and wastes at each State Agency. Contact the **Environmental Assistance Center** of the Michigan Department of Environment, Great Lakes, and Energy (EGLE) at **1-800-662-9278**, Fax to: 517-241-0673 or e-mail to: [DEQ-EAD-env-assist@michigan.gov](mailto:DEQ-EAD-env-assist@michigan.gov) for general EGLE information including direct and referral assistance on air, water and wetlands permits; contaminated site clean-ups; underground storage tank removals and remediation; hazardous and solid waste disposal; pollution prevention and recycling; and compliance-related assistance. The Center provides businesses, municipalities, and the general public with a single point of access to EGLE's environmental programs.

## **ASBESTOS ABATEMENT PROJECT PROCEDURES**

Should this Work require the renovation or demolition of a building or structure initially constructed on or prior to 1980, the Contractor will use the attached copy of a Comprehensive Asbestos Building Survey for those portions of the building or structure being impacted and must plan his or her work to minimize disturbance of any known or assumed asbestos containing materials (ACM). In addition, if this building or structure was constructed on or prior to 1980, the Contractor's On-Site Superintendent and all Subcontractor On-Site Superintendents for trades that could potentially disturb known or assumed ACM, must, as a minimum, have and provide documentation of current Asbestos Awareness Training.

If the Comprehensive Asbestos Building Survey identifies known or assumed ACM that will potentially be disturbed as a part of the Contractor's renovation or demolition activities, the Contractor must remove, transport, and dispose of these materials at no additional cost to the Owner and prior to any other work taking place within the immediate vicinity of said material. If required, the Contractor must provide the Owner a minimum of 10 working day notification prior to the start of any asbestos abatement activities with abatement in occupied buildings being completed even if they will be conducted during off hours (nights, weekends, and state holidays).

If the Contractor encounters a suspected ACM that was not previously identified within the Comprehensive Asbestos Building Survey, the Contractor must immediately stop all affected work, give written notice to the Owner of the conditions encountered, and take appropriate health and safety precautions. If, after providing Owner notification, the Contractor is directed to sample and/or remove the suspected ACM in question, a Contract Change Order will be written to modify the existing Contract to pay for the additional cost. Any abatement shall be completed in accordance with the requirements of this Section.

If removal of ACM is required, removal must be completed by a contractor currently licensed to remove asbestos by the State of Michigan, Department of Licensing and Regulatory Affairs (DLARA) Asbestos Program and abatement must be performed in accordance with all federal, state, and local Laws and Regulations. Prior to commencing any asbestos abatement activities, the licensed abatement contractor must submit, as required by Federal, State and Local Laws and Regulations, a "Notification of Intent to Renovate/Demolish" to both the State of Michigan, Department of Environment, Great Lakes, and Energy (EGLE), Air Quality Division and to the DLARA, Asbestos Program, to comply with National Emission Standards for Hazardous Air Pollutants (NESHAP), and the Clean Air Act (CAA). All regulated ACM must be disposed of at an approved Type II (general refuse) landfill and must be in leak-tight wrapping or containers. ACM that is non friable and is not in poor condition or will not become regulated ACM at any time can be disposed of in a Type III (construction debris) landfill.

At the completion of each abatement activity, the Contractor must perform clearance testing in accordance with National Institute for Occupational Safety and Health (NIOSH) 582 "Sampling and Evaluating Airborne Asbestos Dust". All air samples shall indicate concentrations of less than 0.01 fibers/cc for clearance to be met. Clearance testing shall be performed by a third-party Asbestos Consultant. The Asbestos Consultant selected by the Contractor shall be experienced and knowledgeable about the methods for asbestos air sampling and be able to select representative numbers and locations of samples. It is mandatory that the Asbestos Consultant's on-site hygienist performing sampling and analysis have certification that he/she has passed a NIOSH 582 or equivalent course.

The NESHAP asbestos regulations, notification form, guidelines and fact sheets are available on EGLE's web site [www.michigan.gov/egle](http://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](http://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, abrased, burning and heat-gun stripping of lead based paint are not allowed), the requirements concerning warning signs and labels, material safety data sheets (MSDS), and employee information and training. Employers shall comply with the requirements of 29 CFR 1926.62(I) - 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](http://www.michigan.gov/lead).

**APPENDIX III**

**MDOC UTILITY AND SECURITY SHUT DOWN STANDARDS**

## MDOC – UTILITY AND SECURITY SHUT DOWN STANDARDS

### PART 1 - GENERAL

#### 1.01 SECTION INCLUDES

- A. This section includes instructions for the shutdown of the following systems **and allowed days this work can be performed.**
1. Perimeter Detections.
  2. Video Management.
  3. Boiler and Heating System.
  4. Electrical, Generator and Back Up Supply
  5. Life Safety

### PART 2 - PRODUCTS

Not used.

### PART 3 - EXECUTION

#### 3.01 PERIMETER DETECTION SYSTEM

- A. An Hour by Hour Schedule MUST be submitted to MDOC leadership and the Facility for review 2 weeks prior to implementing the construction. In this document submitted to leadership the following must be included for leadership:
1. **Days of the week identified excluding Friday's and any day preceding a holiday that falls on a weekday Monday through Friday. Unless Emergent**
  2. ALL building systems, perimeter detection, video management and life safety systems affected.
  3. ALL additional security measures that will be in place will be defined in detail by the Warden or designated custody staff, during the construction period.
  4. Example of schedule:  
Technicians scheduled are Andy Frazine and Rob Schutt.  
Will need 1 escort, working hours 7:00am to 6:00pm each day.  
Monday, January 13th  
7:00am– 11:00am Tower #1 Ultra-Link (move alarms from transponder to new ultra-link) Tower 1 points:

Zone 49A
Zone 49B
Zone 49C
Zone 50
Zone 51
Zone 49/51 Supervisory

12:00pm – 2:00pm Tower #6 Ultra-Link (move alarms from transponder to new ultra-link)

2:00pm - 6:00pm Programs Building (move alarms from transponder to new ultra-link)

Programs Points:

Programs Cabinet Tamper
Programs Mechanical Room Door
Programs Electrical Room Door

- B. If a window of MORE THAN TWO HOURS is required for electrical shut down, then a redundant backup Emergency Generator MUST BE ON SITE during the construction, to provide power to ALL PERIMETER DETECTION, VIDEO MANAGEMENT, AND LIFE SAFETY SYSTEMS during the construction period.

### 3.02 VIDEO MANAGEEMENT SYSTEM

- A. An Hour by Hour Schedule MUST be submitted to MDOC leadership and the Facility for review 2 weeks prior to implementing the construction. In this document submitted to leadership the following must be included for leadership:
1. **Days of the week identified excluding Friday's and any day preceding a holiday that falls on a weekday Monday through Friday. Unless Emergent**
  2. ALL building systems, perimeter detection, video management and life safety systems affected.
  3. ALL additional security measures that will be in place will be defined in detail by the Warden or designated custody staff, during the construction period.
- B. If a window of MORE THAN TWO HOURS is required for electrical shut down, then a redundant backup Emergency Generator MUST BE ON SITE during the construction, to provide power to ALL PERIMETER DETECTION, VIDEO MANAGEMENT, AND LIFE SAFETY SYSTEMS during the construction period.

### 3.03 BOILER AND HEATING SYSTEM

- A. An Hour by Hour Schedule MUST be submitted to MDOC leadership and the Facility for review 2 weeks prior to implementing the construction. In this document submitted to leadership the following must be included for leadership:
1. **Days of the week identified excluding Friday's and any day preceding a holiday that falls on a weekday Monday through Friday. Unless Emergent**
  2. ALL building systems, perimeter detection, video management and life safety systems affected.
  3. ALL additional security measures that will be in place will be defined in detail by the Warden or designated custody staff, during the construction period.
- B. If a window of MORE THAN TWO HOURS is required for electrical shut down, then a redundant backup Emergency Generator MUST BE ON SITE during the construction, to provide power to ALL PERIMETER DETECTION, VIDEO MANAGEMENT, AND LIFE SAFETY SYSTEMS during the construction period.
- C. THIS HAS BEEN DETERMINED BY LEADERSHIP TO BE A SEASONAL REPAIR, AND MUST BE SCHEDULED BETWEEN THE MONTHS OF MAY AND OCTOBER.

### 3.04 ELECTRICAL, GENERATOR AND BACK UP SUPPLY

- A. An Hour by Hour Schedule MUST be submitted to MDOC leadership and the Facility for review 2 weeks prior to implementing the construction. In this document submitted to leadership the following must be included for leadership:
1. **Days of the week identified excluding Friday's and any day preceding a holiday that falls on a weekday Monday through Friday. Unless Emergent**
  2. ALL building systems, perimeter detection, video management and life safety systems affected.
  3. ALL additional security measures that will be in place will be defined in detail by the Warden or designated custody staff, during the construction period.
4. Schedule shall look like the following:
- 1/21/2020
- 8am – 10am Facility run on generator #2 during utility shut down for installation of temporary wires for temporary switch gear.
- 1/22/2020
- 7am - 12pm Transfer Food Service to single feed, disconnect deenergized feed either A6 or B6 and connect into temporary switch gear, once this is complete shift Food service to new temp feed and perform same operation on other feed. *If all gear operates and transfers, no power interruption would be seen in Food Service.*
  - 1pm – 3pm Power plant service disconnected and transferred to temporary switch gear. *During this time no steam will be produced for Food service, Laundry, Heat, and Hot water. If Temperatures are too low this will be postponed. Owner may have temporary generator available to back up steam boiler.*
- 1/27/2020
- 8am – 10am Complete power shut down for Administration and I Block.
  - 1pm – 3pm Complete power shut down for Warehouse and J Block.
- 1/28/2020
- 8am – 10am Complete power shut down of Aerial lines. This will affect the Bar Screen, Maintenance South, and 4 post which feeds all Wall Lighting.
  - 12pm – 3pm Contingency Time slot for Food Service or Power Plant.
- 1/29/2020
- 8am – 10am Complete facility shut down to remove parallel 750KCM.
  - 11am – 3pm Contingency Time slot
- B. If a window of MORE THAN TWO HOURS is required for electrical shut down, then a redundant back up power supply MUST BE ON SITE during the construction, to provide power to ALL PERIMETER DETECTION, VIDEO MANAGEMENT, AND LIFE SAFETY during the construction period.
- 3.05 LIFE SAFETY
- A. An Hour by Hour Schedule MUST be submitted to MDOC leadership and the Facility for review 2 weeks prior to implementing the construction. In this document submitted to leadership the following must be included for leadership:
1. **Days of the week identified excluding Friday's and any day preceding a holiday that falls on a weekday Monday through Friday. Unless Emergent**
  2. ALL building systems, perimeter detection, video management and life safety systems affected.
  3. ALL additional security measures that will be in place will be defined in detail by the Warden or designated custody staff, during the construction period.
- B. If a window of MORE THAN TWO HOURS is required for electrical shutdown, then a redundant back up Emergency Generator MUST BE ON SITE during the construction, to

provide power to ALL PERIMETER DETECTION, VIDEO MANAGEMENT, AND LIFE SAFETY SYSTEMS during the construction period.

- C. GIVEN THE NATURE OF THESE REPAIRS, A TIME LIMIT REQUIREMENT, MUST BE IMPLIMENTED.

**END OF SECTION**

**APPENDIX IV**

**STATE OF MICHIGAN**  
**PREVAILING WAGE RATE SCHEDULES**

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Gratiot

Classification Name		Last Updated		
1.1 Laborer Common		10/28/2025		
Wage Rates		Straight Time	Time and a Half	Double Time
Journeyman		\$41.46	\$55.30	\$69.14
Apprentice: Level 1 0-1000 hours		\$34.54	\$44.92	\$55.30
Apprentice: Level 2 1001-2000 Hours		\$35.92	\$46.99	\$58.06
Apprentice: Level 3 2001-3000 hours		\$36.98	\$48.75	\$60.51
Apprentice: Level 4 3001-4000 hours		\$40.08	\$49.43	\$61.32

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes



**Prevailing Wage Rates for State Of Michigan Funded Projects**

**Official Rate Schedule**

**Gratiot**

Classification Name		Last Updated		
<b>3.1 Power Equip. Operator - Highway &amp; Heavy</b>		<b>11/01/2025</b>		
Wage Rates		Straight Time	Time and a Half	Double Time
Journeyman		\$71.46	\$94.57	\$117.67
Apprentice: Level 1 0 - 6 Months		\$57.61	\$73.79	\$89.97
Apprentice: Level 2 7 -12 Months		\$59.93	\$77.28	\$94.61
Apprentice: Level 3 13 - 18 Months		\$62.23	\$80.73	\$99.21
Apprentice: Level 4 19 - 24 Months		\$64.54	\$84.19	\$103.83
Apprentice: Level 5 25 - 30 Months		\$66.85	\$87.66	\$108.45
Apprentice: Level 6 31 - 36 Months		\$69.15	\$91.10	\$113.05

**Four 10-hour days allowed?** - Yes

**Make Up Day Allowed?** - Yes

# Prevailing Wage Rates for State Of Michigan Funded Projects

## Official Rate Schedule

### Gratiot

Classification Name			Last Updated
<b>3.2 Power Equip. Operator - Highway &amp; Heavy</b>			<b>11/01/2025</b>
Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	\$70.31	\$92.84	\$115.37
Apprentice: Level 1 0 - 6 Months	\$56.81	\$72.59	\$88.37
Apprentice: Level 2 7 -12 Months	\$59.06	\$75.97	\$92.87
Apprentice: Level 3 13 - 18 Months	\$61.31	\$79.35	\$97.37
Apprentice: Level 4 19 - 24 Months	\$63.56	\$82.72	\$101.87
Apprentice: Level 5 25 - 30 Months	\$65.81	\$86.09	\$106.37
Apprentice: Level 6 31 - 36 Months	\$68.06	\$89.47	\$110.87

**Four 10-hour days allowed?** - Yes

**Make Up Day Allowed?** - Yes

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Gratiot

Classification Name			Last Updated
3.3 Power Equip. Operator - Highway & Heavy			11/01/2025
Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	\$63.58	\$82.75	\$101.91
Apprentice: Level 1 0 - 6 Months	\$52.10	\$65.53	\$78.95
Apprentice: Level 2 7 -12 Months	\$54.02	\$68.41	\$82.79
Apprentice: Level 3 13 - 18 Months	\$55.92	\$71.26	\$86.59
Apprentice: Level 4 19 - 24 Months	\$57.84	\$74.14	\$90.43
Apprentice: Level 5 25 - 30 Months	\$59.75	\$77.00	\$94.25
Apprentice: Level 6 31 - 36 Months	\$61.67	\$79.89	\$98.09

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

# Prevailing Wage Rates for State Of Michigan Funded Projects

## Official Rate Schedule

### Gratiot

Classification Name			Last Updated
<b>3.4 Power Equip. Operator - Highway &amp; Heavy</b>			<b>11/01/2025</b>
Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	\$63.02	\$81.91	\$100.79
Apprentice: Level 1 0 - 6 Months	\$51.70	\$64.93	\$78.15
Apprentice: Level 2 7 -12 Months	\$53.59	\$67.76	\$81.93
Apprentice: Level 3 13 - 18 Months	\$55.48	\$70.60	\$85.71
Apprentice: Level 4	\$57.36	\$73.42	\$89.47
Apprentice: Level 5 25 - 30 Months	\$59.25	\$76.25	\$93.25
Apprentice: Level 6 31 - 36 Months	\$61.13	\$79.07	\$97.01

**Four 10-hour days allowed?** - Yes

**Make Up Day Allowed?** - Yes

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Gratiot

Classification Name			Last Updated
3.5 Power Equip. Operator - Highway & Heavy			11/01/2025
Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	\$44.80	\$60.98	\$77.15
Apprentice: Level 1 0 - 6 Months	\$35.09	\$46.42	\$57.73
Apprentice: Level 2 7 -12 Months	\$36.71	\$48.84	\$60.97
Apprentice: Level 3 13 - 18 Months	\$38.33	\$51.27	\$64.21
Apprentice: Level 4 19 - 24 Months	\$39.95	\$53.71	\$67.45
Apprentice: Level 5 25 - 30 Months	\$41.57	\$56.13	\$70.69
Apprentice: Level 6 31 - 36 Months	\$43.18	\$58.55	\$73.91

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Gratiot

Classification Name			Last Updated
4.1 Power Equip. Operator - Commercial			10/31/2025
Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	\$71.22	\$94.21	\$117.19
Apprentice: Level 1 0 - 6 Months	\$57.43	\$73.52	\$89.61
Apprentice: Level 2 7 - 12 Months	\$59.73	\$76.97	\$94.21
Apprentice: Level 3 13 - 18 Months	\$62.03	\$80.42	\$98.81
Apprentice: Level 4 19 - 24 Months	\$64.32	\$83.86	\$103.39
Apprentice: Level 5 25 - 30 Months	\$66.62	\$87.31	\$107.99
Apprentice: Level 6 31 - 36 Months	\$68.92	\$90.76	\$112.59

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Gratiot

Classification Name		Last Updated		
4.2 Power Equip. Operator - Commercial		10/31/2025		
Wage Rates		Straight Time	Time and a Half	Double Time
Journeyman		\$70.93	\$93.77	\$116.61
Apprentice: Level 1 0 - 6 Months		\$57.22	\$73.21	\$89.19
Apprentice: Level 2 7 - 12 Months		\$59.51	\$76.65	\$93.77
Apprentice: Level 3 13 - 18 Months		\$61.80	\$71.52	\$89.80
Apprentice: Level 4 19 - 24 Months		\$64.07	\$83.48	\$102.89
Apprentice: Level 5 25 - 30 Months		\$66.36	\$86.92	\$107.47
Apprentice: Level 6 31 - 36 Months		\$68.64	\$90.33	\$112.03

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

**Prevailing Wage Rates for State Of Michigan Funded Projects**

**Official Rate Schedule**

**Gratiot**

Classification Name		Last Updated		
<b>4.3 Power Equip. Operator - Commercial</b>		<b>11/01/2025</b>		
Wage Rates		Straight Time	Time and a Half	Double Time
Journeyman		\$70.11	\$92.55	\$114.97
Apprentice: Level 1 0 - 6 Months		\$56.66	\$72.37	\$88.07
Apprentice: Level 2 7 - 12 Months		\$58.90	\$75.73	\$92.55
Apprentice: Level 3 13 - 18 Months		\$61.14	\$79.09	\$97.03
Apprentice: Level 4 19 - 24 Months		\$63.38	\$82.45	\$101.51
Apprentice: Level 5 25 -30 Months		\$65.63	\$85.82	\$106.01
Apprentice: Level 6 31 - 36 Months		\$67.87	\$89.18	\$110.49

**Four 10-hour days allowed?** - Yes

**Make Up Day Allowed?** - Yes



Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Gratiot

Classification Name			Last Updated
4.4 Power Equip. Operator - Commercial			11/01/2025
Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	\$69.25	\$91.25	\$113.25
Apprentice: Level 1 0 - 6 Months	\$56.05	\$71.45	\$86.85
Apprentice: Level 2 7 - 12 Months	\$58.25	\$74.75	\$91.25
Apprentice: Level 3 13 -18 Months	\$60.45	\$78.06	\$95.65
Apprentice: Level 4 19 - 24 Months	\$62.65	\$81.35	\$100.05
Apprentice: Level 5 25 - 30 Months	\$64.85	\$84.66	\$104.45
Apprentice: Level 6 31 -36 Months	\$67.05	\$87.96	\$108.85

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Gratiot

Classification Name		Last Updated		
4.5 Power Equip. Operator - Commercial		11/01/2025		
Wage Rates		Straight Time	Time and a Half	Double Time
Journeyman		\$68.28	\$89.80	\$111.31
Apprentice: Level 1 0 - 6 Months		\$55.37	\$70.44	\$85.49
Apprentice: Level 2 7 -12 Months		\$57.53	\$73.68	\$89.81
Apprentice: Level 3 13 - 18 Months		\$61.83	\$80.12	\$98.41
Apprentice: Level 5 25 - 30 Months		\$63.98	\$83.35	\$102.71
Apprentice: Level 6 31 - 36 Months		\$66.13	\$86.58	\$107.01
Four 10-hour days allowed? - Yes				
Make Up Day Allowed? - Yes				

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Gratiot

Classification Name		Last Updated		
4.6 Power Equip. Operator - Commercial		11/01/2025		
Wage Rates	Straight Time	Time and a Half	Double Time	
Journeyman	\$66.57	\$87.24	\$107.89	
Apprentice: Level 1 0 - 6 Months	\$54.17	\$68.64	\$83.09	
Apprentice: Level 2 7 -12 Months	\$56.24	\$71.74	\$87.23	
Apprentice: Level 3 13 - 18 Months	\$58.30	\$74.82	\$91.35	
Apprentice: Level 4 19 -24 Months	\$60.37	\$77.93	\$95.49	
Apprentice: Level 5 25 - 30 Months	\$62.44	\$81.04	\$99.63	
Apprentice: Level 6 31 - 36 Months	\$64.50	\$84.13	\$103.75	

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

**Prevailing Wage Rates for State Of Michigan Funded Projects**

**Official Rate Schedule**

**Gratiot**

Classification Name		Last Updated		
<b>4.7 Power Equip. Operator - Commercial</b>		<b>11/01/2025</b>		
Wage Rates		Straight Time	Time and a Half	Double Time
Journeyman		\$59.26	\$67.72	\$84.72
Apprentice: Level		\$54.15	\$68.61	\$83.05
Apprentice: Level 1 0 - 6 Months		\$49.05	\$60.95	\$72.85
Apprentice: Level 2 7 -12 Months		\$50.76	\$63.52	\$76.27
Apprentice: Level 3 13 - 18 Months		\$52.46	\$66.07	\$79.67
Apprentice: Level 5 25 - 30 Months		\$55.85	\$71.16	\$86.45
Apprentice: Level 6 31 - 36 Months		\$57.55	\$73.71	\$89.85

**Four 10-hour days allowed?** - Yes

**Make Up Day Allowed?** - Yes

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Gratiot

Classification Name		Last Updated		
4.8 Power Equip. Operator - Commercial		11/01/2025		
Wage Rates		Straight Time	Time and a Half	Double Time
Journeyman		\$58.23	\$74.72	\$91.21
Apprentice: Level 1 0 - 6 Months		\$48.34	\$59.88	\$71.43
Apprentice: Level 2 7 -12 Months		\$49.99	\$62.37	\$74.73
Apprentice: Level 3 13 - 18 Months		\$51.63	\$64.82	\$78.01
Apprentice: Level 4 19 - 24 Months		\$53.29	\$67.31	\$81.33
Apprentice: Level 5 25 - 30 Months		\$54.93	\$69.78	\$84.61
Apprentice: Level 6 25 - 30 Months		\$56.59	\$72.27	\$87.93

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Gratiot

Classification Name			Last Updated
5.1 Truck Driver Class			01/05/2026
Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	\$54.10	\$70.52	\$86.94

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Gratiot

Classification Name		Last Updated		
Articulated Hauler		10/28/2025		
Wage Rates		Straight Time	Time and a Half	Double Time
Journeyman		\$63.02	\$81.91	\$100.79
Apprentice: Apprentice Level 1		\$51.70	\$64.93	\$78.15
Apprentice: Apprentice Level 2		\$53.59	\$67.76	\$81.93
Apprentice: Apprentice Level 3		\$55.48	\$70.60	\$85.71
Apprentice: Apprentice Level 4		\$57.36	\$73.42	\$89.47
Apprentice: Apprentice Level 5		\$59.25	\$76.25	\$93.25
Apprentice: Apprentice Level 6		\$61.13	\$79.07	\$97.01

Four 10-hour days allowed? - No

Make Up Day Allowed? - No

**Prevailing Wage Rates for State Of Michigan Funded Projects**  
**Official Rate Schedule**  
**Gratiot**

Classification Name			Last Updated
Asbestos abatement worker or environmental remediation worker			11/01/2025
Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	\$56.20	\$73.24	\$90.28
Apprentice: Trainee 600 hours +1 year	\$43.12	\$55.01	\$66.90
Four 10-hour days allowed? - Yes			
Make Up Day Allowed? - No			



# Prevailing Wage Rates for State Of Michigan Funded Projects

## Official Rate Schedule

### Gratiot

Classification Name			Last Updated
<b>Boilermaker</b>			<b>10/29/2025</b>
Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	\$79.64	\$119.12	\$158.58
Apprentice: 1st Period	\$58.07	\$86.78	\$115.44
Apprentice: 2nd Period	\$59.89	\$89.50	\$119.08
Apprentice: 3rd Period	\$61.81	\$92.24	\$122.74
Apprentice: 4th Period	\$63.50	\$94.91	\$126.30
Apprentice: 5th Period	\$65.26	\$97.54	\$129.82
Apprentice: 6th Period	\$68.89	\$103.00	\$137.08
Apprentice: 7th Period	\$72.46	\$108.36	\$144.22
Apprentice: 8th Period	\$76.07	\$113.77	\$151.44

**Four 10-hour days allowed?** - Yes

**Make Up Day Allowed?** - No

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Gratiot

Classification Name			Last Updated
Boom Truck			10/28/2025
Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	\$70.31	\$92.84	\$115.37
Apprentice: Apprentice Level 1	\$56.81	\$72.59	\$88.37
Apprentice: Apprentice Level 2	\$59.06	\$75.97	\$92.87
Apprentice: Apprentice Level 3	\$61.31	\$79.35	\$97.37
Apprentice: Apprentice Level 4	\$63.56	\$82.72	\$101.87

Four 10-hour days allowed? - No

Make Up Day Allowed? - No

# Prevailing Wage Rates for State Of Michigan Funded Projects

## Official Rate Schedule

### Gratiot

Classification Name		Last Updated		
<b>Bricklayer</b>		<b>10/29/2025</b>		
Wage Rates		Straight Time	Time and a Half	Double Time
Journeyman		\$59.07	\$76.05	\$93.02
Apprentice: Apprentice Level 1		\$40.99	\$51.90	\$62.80
Apprentice: Apprentice Level 2		\$42.83	\$54.66	\$66.48
Apprentice: Apprentice Level 3		\$44.68	\$57.43	\$70.18
Apprentice: Apprentice Level 4		\$46.53	\$60.21	\$73.88
Apprentice: Apprentice Level 5		\$48.37	\$62.97	\$77.56
Apprentice: Apprentice Level 6		\$50.22	\$65.74	\$81.26
Apprentice: Apprentice Level 7 & 8		\$52.07	\$68.52	\$84.96

**Four 10-hour days allowed?** - No

**Make Up Day Allowed?** - No

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Gratiot

Classification Name		Last Updated		
<b>Carpenter</b>		<b>11/01/2025</b>		
Wage Rates		Straight Time	Time and a Half	Double Time
Journeyman		\$60.20	\$78.38	\$96.56
Apprentice: Apprentice Level 1		\$49.29	\$62.02	\$74.74
Apprentice: Apprentice Level 2		\$51.11	\$64.75	\$78.38
Apprentice: Apprentice Level 3		\$54.75	\$70.21	\$85.66
Apprentice: Apprentice Level 4		\$58.95	\$76.51	\$94.06

Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Gratiot

Classification Name		Last Updated		
Carpet layers (linoleum)		11/03/2025		
Wage Rates		Straight Time	Time and a Half	Double Time
Journeyman		\$53.72	\$70.77	\$87.81
Apprentice: Level 1		\$43.49	\$55.42	\$67.35
Apprentice: Level 2		\$45.20	\$57.99	\$70.77
Apprentice: Level 3		\$48.61	\$63.10	\$77.59
Apprentice: Level 4		\$52.02	\$68.22	\$84.41

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

# Prevailing Wage Rates for State Of Michigan Funded Projects

## Official Rate Schedule

### Gratiot

Classification Name		Last Updated		
<b>Cement Mason</b>		<b>10/29/2025</b>		
Wage Rates		Straight Time	Time and a Half	Double Time
Journeyman		\$55.78	\$71.69	\$87.60
Apprentice: Apprentice Level 1		\$42.00	\$53.93	\$65.86
Apprentice: Apprentice Level 2		\$43.73	\$56.53	\$69.32
Apprentice: Apprentice Level 3		\$45.51	\$59.20	\$72.88
Apprentice: Apprentice Level 4		\$47.19	\$61.72	\$76.24
Apprentice: Apprentice Level 5 & 6		\$48.93	\$64.33	\$79.72

**Four 10-hour days allowed?** - No

**Make Up Day Allowed?** - No

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Gratiot

Classification Name			Last Updated
Drywall taper			11/01/2025
Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	\$52.69	\$67.80	\$82.91
Apprentice: Level 1	\$42.11	\$51.93	\$61.75
Apprentice: Level 2	\$45.13	\$56.46	\$67.79
Apprentice: Level 3	\$49.67	\$63.27	\$76.87

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Gratiot

Classification Name		Last Updated		
Electrician		10/31/2025		
Wage Rates		Straight Time	Time and a Half	Double Time
Journeyman		\$69.95	\$99.93	\$129.90
Apprentice: Apprentice Level 1		\$28.38	\$38.15	\$47.91
Apprentice: Apprentice Level 2		\$33.25	\$45.45	\$57.65
Apprentice: Apprentice Level 3		\$38.13	\$52.78	\$67.41
Apprentice: Apprentice Level 4		\$40.58	\$56.45	\$72.31
Apprentice: Apprentice Level 5		\$45.46	\$63.77	\$82.07
Apprentice: Apprentice Level 6		\$51.56	\$72.92	\$94.27

Four 10-hour days allowed? - No

Make Up Day Allowed? - No



Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Gratiot

Classification Name		Last Updated		
Electricians		10/31/2025		
Wage Rates		Straight Time	Time and a Half	Double Time
Journeyman		\$76.37	\$100.11	\$123.85
Apprentice: Apprentice Level 1		\$32.70	\$43.72	\$54.07
Apprentice: Apprentice Level 2		\$35.07	\$46.93	\$58.80
Apprentice: Apprentice Level 3		\$39.74	\$52.80	\$65.86
Apprentice: Apprentice Level 4		\$53.90	\$69.34	\$84.76
Apprentice: Apprentice Level 5		\$56.28	\$72.90	\$89.51
Apprentice: Apprentice Level 6		\$58.64	\$76.45	\$94.25

Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Additional Jurisdiction Detail: North Shade and Fulton townships

**Prevailing Wage Rates for State Of Michigan Funded Projects**  
**Official Rate Schedule**  
**Gratiot**

Classification Name			Last Updated
<b>Elevator Constructor</b>			<b>10/29/2025</b>
Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	\$110.76	\$143.49	\$176.21
Apprentice: 4th Year	\$95.57	\$121.75	\$147.93
<b>Four 10-hour days allowed? - No</b>			
<b>Make Up Day Allowed? - No</b>			

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Gratiot

Classification Name			Last Updated
Elevator Constructors			11/01/2025
Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	\$110.76	\$143.49	\$176.21

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Gratiot

Classification Name		Last Updated		
Glaziers		10/31/2025		
Wage Rates		Straight Time	Time and a Half	Double Time
Journeyman		\$56.55	\$76.37	\$96.20
Apprentice: Level 1		\$40.70	\$52.61	\$64.50
Apprentice: Level 2		\$44.66	\$58.55	\$72.42
Apprentice: Level 3		\$48.63	\$64.50	\$80.36
Apprentice: Level 4		\$52.59	\$70.44	\$88.28

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Gratiot

Classification Name		Last Updated		
Ground Person		11/01/2025		
Wage Rates		Straight Time	Time and a Half	Double Time
Journeyman		\$50.85	\$72.32	\$93.78

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Gratiot

Classification Name			Last Updated
Heating and frost Insulators			11/03/2025
Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	\$63.85	\$83.85	\$103.85
Apprentice: 1st period	\$44.28	\$56.28	\$68.28
Apprentice: 2nd period	\$49.17	\$63.17	\$77.17
Apprentice: 3rd period	\$54.06	\$70.06	\$86.06
Apprentice: 4th period	\$58.96	\$76.96	\$94.96

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Friday for cancelled work in a 4 10 schedule

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Gratiot

Classification Name		Last Updated		
Ironworker		10/31/2025		
Wage Rates		Straight Time	Time and a Half	Double Time
Journeyman		\$75.42	\$93.70	\$111.97
Apprentice: Apprentice Level 1		\$57.42	\$70.40	\$83.37
Apprentice: Apprentice Level 2		\$59.59	\$73.12	\$86.64
Apprentice: Apprentice Level 3		\$61.54	\$75.43	\$89.32
Apprentice: Apprentice Level 4		\$64.59	\$79.40	\$94.20
Apprentice: Apprentice Level 5		\$67.64	\$83.36	\$99.07
Apprentice: Apprentice Level 6		\$75.42	\$93.70	\$111.97

Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Gratiot

Classification Name		Last Updated		
Laborer, Common - Highway & Heavy		11/05/2025		
Wage Rates	Straight Time	Time and a Half	Double Time	
Journeyman	\$48.27	\$62.46	\$76.64	
Apprentice: Level 1	\$41.09	\$51.73	\$62.37	
Apprentice: Level 2	\$42.51	\$53.86	\$65.21	
Apprentice: Level 3	\$43.92	\$55.98	\$68.03	
Apprentice: Level 4	\$46.76	\$60.24	\$73.71	

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes



Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Gratiot

Classification Name		Last Updated		
Laborer, Landscaping		11/03/2025		
Wage Rates	Straight Time	Time and a Half	Double Time	
Journeyman	\$36.87	\$49.23	\$61.58	
Apprentice: Apprentice Level 1	\$30.69	\$39.96	\$49.22	
Apprentice: Apprentice Level 2	\$31.93	\$41.82	\$51.70	
Apprentice: Apprentice Level 3	\$33.16	\$43.66	\$54.16	
Apprentice: Apprentice Level 4	\$35.63	\$47.37	\$59.10	

Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Gratiot

Classification Name			Last Updated
Laborer, Skilled - Commercial			11/04/2025
Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	\$42.02	\$56.13	\$70.23

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Gratiot

Classification Name		Last Updated		
Laborer, Skilled - Highway & Heavy		11/05/2025		
Wage Rates	Straight Time	Time and a Half	Double Time	
Journeyman	\$49.27	\$63.96	\$78.64	
Apprentice: Apprentice Level 1	\$41.84	\$52.86	\$63.87	
Apprentice: Apprentice Level 2	\$43.31	\$55.06	\$66.81	
Apprentice: Apprentice Level 3	\$44.68	\$57.16	\$69.64	
Apprentice: Apprentice Level 4	\$47.71	\$61.66	\$75.61	

Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Gratiot

Classification Name			Last Updated
Landscaping equipment			10/28/2025
Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	\$39.09	\$52.56	\$66.02

Four 10-hour days allowed? - No

Make Up Day Allowed? - No

# Prevailing Wage Rates for State Of Michigan Funded Projects

## Official Rate Schedule

### Gratiot

Classification Name		Last Updated		
<b>Lineman</b>		<b>10/30/2025</b>		
Wage Rates		Straight Time	Time and a Half	Double Time
Journeyman		\$76.81	\$111.26	\$145.70
Apprentice: Level 1 0-1000 hours		\$49.26	\$69.94	\$90.60
Apprentice: Level 2 1001-2000 Hours		\$52.71	\$75.11	\$97.50
Apprentice: Level 3 2001-3000 Hours		\$56.15	\$80.28	\$104.38
Apprentice: Level 4 3001-4000 hours		\$59.60	\$85.44	\$111.28
Apprentice: Level 5 4001-5000 Hours		\$63.04	\$90.60	\$118.16
Apprentice: Level 6 5001-6000 Hours		\$66.48	\$95.77	\$125.04
Apprentice: Level 7		\$69.93	\$100.94	\$131.94

**Four 10-hour days allowed?** - Yes

**Make Up Day Allowed?** - Yes

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Gratiot

Classification Name		Last Updated		
Low Voltage Technician		02/23/2026		
Wage Rates		Straight Time	Time and a Half	Double Time
Journeyman		\$58.68	\$77.15	\$95.62
Apprentice: Level 1		\$36.50	\$46.66	\$56.82
Apprentice: Level 2		\$38.96	\$50.05	\$61.12
Apprentice: Level 3		\$41.41	\$53.41	\$65.43
Apprentice: Level 4		\$43.88	\$56.81	\$69.74
Apprentice: Level 5		\$46.37	\$60.22	\$74.08
Apprentice: Level 6		\$48.82	\$63.60	\$78.38

Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Additional Jurisdiction Detail: North Shade and Fulton townships

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Gratiot

Classification Name		Last Updated		
Low Voltage Technician		02/05/2026		
Wage Rates		Straight Time	Time and a Half	Double Time
Journeyman		\$47.61	\$66.95	\$86.27
Apprentice: Level 1		\$23.00	\$32.15	\$41.30
Apprentice: Level 2		\$26.66	\$37.64	\$48.62
Apprentice: Level 3		\$30.32	\$43.15	\$55.94
Apprentice: Level 4		\$33.98	\$48.63	\$63.26

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Gratiot

Classification Name			Last Updated
Millwright			11/05/2025
Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	\$82.65	\$126.09	\$165.30
Apprentice: Level 1	\$60.79	\$91.21	\$121.58
Apprentice: Level 2	\$68.09	\$102.15	\$136.18
Apprentice: Level 3	\$75.36	\$113.05	\$150.72
Apprentice: Level 4	\$79.01	\$118.54	\$158.02

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes



Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Gratiot

Classification Name		Last Updated		
Off-Road Truck		10/29/2025		
Wage Rates		Straight Time	Time and a Half	Double Time
Journeyman		\$63.02	\$81.91	\$100.79
Apprentice: Apprentice Level 1		\$51.70	\$64.93	\$78.15
Apprentice: Apprentice Level 2		\$53.59	\$67.76	\$81.93
Apprentice: Apprentice Level 3		\$55.48	\$70.60	\$85.71
Apprentice: Apprentice Level 4		\$57.36	\$73.42	\$89.47
Apprentice: Apprentice Level 5		\$59.25	\$76.25	\$93.25
Apprentice: Apprentice Level 6		\$61.13	\$79.07	\$97.01

Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Gratiot

Classification Name		Last Updated		
Painters		10/30/2025		
Wage Rates	Straight Time	Time and a Half	Double Time	
Journeyman	\$48.48	\$63.10	\$77.71	
Apprentice: Apprentice Level 1	\$36.79	\$45.56	\$54.33	
Apprentice: Apprentice Level 2	\$39.71	\$49.94	\$60.17	
Apprentice: Apprentice Level 3	\$42.63	\$54.32	\$66.01	
Apprentice: Apprentice Level 4	\$45.56	\$58.72	\$71.87	

Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Gratiot

Classification Name		Last Updated		
Piledriver		11/01/2025		
Wage Rates		Straight Time	Time and a Half	Double Time
Journeyman		\$60.20	\$78.38	\$96.56
Apprentice: Apprentice Level 1		\$49.29	\$62.02	\$74.74
Apprentice: Apprentice Level 2		\$51.11	\$64.75	\$78.38
Apprentice: Apprentice Level 3		\$54.75	\$70.21	\$85.66
Apprentice: Apprentice Level 4		\$58.95	\$76.51	\$94.06

Four 10-hour days allowed? - No

Make Up Day Allowed? - No

# Prevailing Wage Rates for State Of Michigan Funded Projects

## Official Rate Schedule

### Gratiot

Classification Name			Last Updated
<b>Pipefitters—Steamfitters</b>			<b>11/01/2025</b>
Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	\$63.84	\$84.35	\$104.85
Apprentice: Level 1	\$38.67	\$48.92	\$59.17
Apprentice: Level 2	\$41.30	\$52.58	\$63.86
Apprentice: Level 3	\$43.90	\$56.21	\$68.51
Apprentice: Level 4	\$46.50	\$59.83	\$73.16
Apprentice: Level 5	\$49.10	\$63.46	\$77.81
Apprentice: Level 6	\$51.70	\$67.08	\$82.46
Apprentice: Level 7	\$54.30	\$70.71	\$87.11
Apprentice: Level 8	\$56.90	\$74.33	\$91.76
Apprentice: Level 9	\$59.50	\$77.95	\$96.41

**Four 10-hour days allowed?** - Yes

**Make Up Day Allowed?** - Yes

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Gratiot

Classification Name		Last Updated		
Plasterer		10/29/2025		
Wage Rates		Straight Time	Time and a Half	Double Time
Journeyman		\$57.16	\$72.50	\$87.84
Apprentice: Apprentice Level 1		\$43.02	\$54.40	\$65.78
Apprentice: Apprentice Level 2		\$44.75	\$56.99	\$69.24
Apprentice: Apprentice Level 3		\$46.48	\$59.59	\$72.70
Apprentice: Apprentice Level 4		\$48.20	\$62.17	\$76.14
Apprentice: Apprentice Level 5 & 6		\$49.93	\$64.77	\$79.60

Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Gratiot

Classification Name			Last Updated
Plumbers			10/29/2025
Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	\$69.18	\$92.18	\$115.18
Apprentice: Level 1	\$41.55	\$53.05	\$64.55
Apprentice: Level 2	\$44.39	\$57.04	\$69.69
Apprentice: Level 3	\$47.24	\$61.04	\$74.84
Apprentice: Level 4	\$50.09	\$65.04	\$79.99
Apprentice: Level 5	\$52.94	\$69.04	\$85.14
Apprentice: Level 6	\$55.79	\$73.04	\$90.29
Apprentice: Level 7	\$58.64	\$77.04	\$95.44
Apprentice: Level 8	\$61.49	\$81.04	\$100.59
Apprentice: Level 9	\$64.34	\$85.04	\$105.74

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Gratiot

Classification Name		Last Updated		
Roofer/Waterproofer		11/03/2025		
Wage Rates	Straight Time	Time and a Half	Double Time	
Journeyman	\$49.76	\$63.95	\$78.14	
Apprentice: Apprentice 1	\$35.27	\$42.22	\$49.16	
Apprentice: Apprentice 2	\$36.91	\$44.68	\$52.44	
Apprentice: Apprentice 3	\$36.31	\$43.78	\$51.24	
Apprentice: Apprentice 4	\$37.93	\$46.20	\$54.48	
Apprentice: Apprentice 5	\$34.45	\$40.98	\$47.52	
Apprentice: Apprentice 6	\$41.18	\$51.08	\$60.98	
Apprentice: Apprentice 7	\$42.51	\$53.08	\$63.64	
Apprentice: Apprentice 8	\$44.42	\$55.94	\$67.46	

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Gratiot

Classification Name			Last Updated
Sheet Metal Workers			10/31/2025
Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	\$67.48	\$86.53	\$105.58
Apprentice: Level 1	\$36.88	\$48.31	\$59.74
Apprentice: Level 2	\$38.98	\$51.37	\$63.75
Apprentice: Level 3	\$45.95	\$59.29	\$72.62
Apprentice: Level 4	\$50.14	\$65.38	\$80.62

Four 10-hour days allowed? - No

Make Up Day Allowed? - No



# Prevailing Wage Rates for State Of Michigan Funded Projects

## Official Rate Schedule

### Gratiot

Classification Name		Last Updated		
<b>Sprinkler Fitters</b>		<b>11/03/2025</b>		
Wage Rates		Straight Time	Time and a Half	Double Time
Journeyman		\$60.34	\$78.45	\$96.56
Apprentice: Class 1		\$24.57	\$32.72	\$40.87
Apprentice: Class 10		\$52.07	\$68.37	\$84.67
Apprentice: Class 2		\$26.38	\$35.43	\$44.49
Apprentice: Class 3		\$39.14	\$49.10	\$59.06
Apprentice: Class 4		\$40.95	\$51.82	\$62.68
Apprentice: Class 5		\$43.01	\$54.78	\$66.55
Apprentice: Class 6		\$44.82	\$57.49	\$70.17
Apprentice: Class 7		\$46.63	\$60.21	\$73.79
Apprentice: Class 8		\$48.45	\$62.94	\$77.43
Apprentice: Class 9		\$50.26	\$65.65	\$81.05

**Four 10-hour days allowed?** - Yes

**Make Up Day Allowed?** - Yes

# Prevailing Wage Rates for State Of Michigan Funded Projects

## Official Rate Schedule

### Gratiot

Classification Name		Last Updated		
<b>Terrazzo Worker</b>		<b>10/29/2025</b>		
Wage Rates		Straight Time	Time and a Half	Double Time
Journeyman		\$53.82	\$68.77	\$83.72
Apprentice: Apprentice Level 1		\$40.55	\$49.87	\$59.18
Apprentice: Apprentice Level 2		\$42.29	\$52.48	\$62.66
Apprentice: Apprentice Level 3		\$44.02	\$55.07	\$66.12
Apprentice: Apprentice Level 4		\$45.76	\$57.68	\$69.60
Apprentice: Apprentice Level 5		\$47.49	\$60.28	\$73.06
Apprentice: Apprentice Level 6		\$49.23	\$62.89	\$76.54
Apprentice: Apprentice Level 7 & 8		\$50.95	\$64.75	\$79.02

**Four 10-hour days allowed?** - No

**Make Up Day Allowed?** - No

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Gratiot

Classification Name		Last Updated		
Tile Finisher		10/29/2025		
Wage Rates		Straight Time	Time and a Half	Double Time
Journeyman		\$49.30	\$62.80	\$76.30
Apprentice: Apprentice Level 1		\$40.67	\$50.86	\$61.04
Apprentice: Apprentice Level 2		\$42.20	\$53.15	\$64.10
Apprentice: Apprentice Level 3		\$44.60	\$55.94	\$67.28
Apprentice: Apprentice Level 4		\$43.72	\$55.43	\$67.14
Apprentice: Apprentice Level 5 & 6		\$46.77	\$46.77	\$46.77

Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Gratiot

Classification Name		Last Updated		
Tile Setter		10/29/2025		
Wage Rates		Straight Time	Time and a Half	Double Time
Journeyman		\$53.32	\$68.02	\$82.72
Apprentice: Apprentice Level 1		\$40.24	\$49.40	\$58.56
Apprentice: Apprentice Level 2		\$41.95	\$51.97	\$61.98
Apprentice: Apprentice Level 3		\$43.65	\$54.52	\$65.38
Apprentice: Apprentice Level 4		\$45.36	\$57.08	\$68.80
Apprentice: Apprentice Level 5		\$47.06	\$59.63	\$72.20
Apprentice: Apprentice Level 6		\$48.77	\$62.20	\$75.62
Apprentice: Apprentice Level 7 & 8		\$50.47	\$64.75	\$79.02

Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Gratiot

Classification Name		Last Updated		
Tunnel Miner		11/03/2025		
Wage Rates		Straight Time	Time and a Half	Double Time
Journeyman		\$52.82	\$70.02	\$87.22
Apprentice: Level 1		\$44.22	\$57.12	\$70.02
Apprentice: Level 2		\$45.94	\$59.70	\$73.46
Apprentice: Level 3		\$47.66	\$62.28	\$76.90
Apprentice: Level 4		\$51.10	\$61.35	\$75.66

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

State of Michigan  
Department of Technology, Management and Budget  
Design and Construction Division  
St. Louis Correctional Facility  
Housing Unit #4 Conversion  
File No: 472/26266.CTS  
Funding Code No.: 472SLFMaintProj

Matrix Consulting Engineers, Inc.  
Project Number: 260532.00

## **TECHNICAL SPECIFICATIONS**

State of Michigan  
Department of Technology, Management and Budget  
Design and Construction Division  
St. Louis Correctional Facility  
Housing Unit #4 Conversion  
File No: 472/26266.CTS  
Funding Code No.: 472SLFMaintProj

Matrix Consulting Engineers, Inc.  
Project Number: 260532.00

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## SECTION 012100 - ALLOWANCES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
  - 1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
  - 1. Contingency allowances.
- C. Related Requirements:
  - 1. Section 012200 "Unit Prices" for procedures for using unit prices.
  - 2. Section 014000 "Quality Requirements" for procedures governing the use of allowances for testing and inspecting.

#### 1.3 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Architect from the designated supplier.



1.4 ACTION SUBMITTALS

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

1.5 INFORMATIONAL SUBMITTALS

- A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.6 COORDINATION

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

1.7 CONTINGENCY ALLOWANCES

- A. Use the contingency allowance only as directed by Architect for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.
- B. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.
- C. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit margins.
- D. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

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PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 PREPARATION

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

END OF SECTION 012100

## SECTION 012200 - UNIT PRICES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for unit prices.
- B. Related Requirements:
  - 1. Section 012600 "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
  - 2. Section 014000 "Quality Requirements" for general testing and inspecting requirements.

#### 1.3 DEFINITIONS

- A. Unit price is an amount incorporated in the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

#### 1.4 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.

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- D. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012200

## SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Requirements:
  - 1. Section 012500 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.

#### 1.3 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, through the formal contract request for information (RFI) process. Contractor is to submit formal RFI to the Architect for review.

#### 1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
  - 2. Within 10 days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.

- b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  - c. Include costs of labor and supervision directly attributable to the change.
  - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
  - e. Quotation Form: Use forms acceptable to Architect.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.
  - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
  - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
  - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  - 4. Include costs of labor and supervision directly attributable to the change.
  - 5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
  - 6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
  - 7. Proposal Request Form: Use form acceptable to Architect.

#### 1.5 ADMINISTRATIVE CHANGE ORDERS

- A. Allowance Adjustment: See Section 012100 "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.
- B. Unit-Price Adjustment: See Section 012200 "Unit Prices" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit-price work.

#### 1.6 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Changes Proposal Request, DTMB will issue a Change Order for signatures of Owner and Contractor on form included in Project Manual.

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Funding Code No.: 472SLFMaintProj

Matrix Consulting Engineers, Inc.  
Project Number: 260532.00

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

## SECTION 012900 - PAYMENT PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Requirements:
  - 1. Section 012100 "Allowances" for procedural requirements governing the handling and processing of allowances.
  - 2. Section 012200 "Unit Prices" for administrative requirements governing the use of unit prices.
  - 3. Section 012600 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
  - 4. Section 013200 "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

#### 1.3 DEFINITIONS

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

#### 1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
  - 1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:
    - a. Application for Payment forms with continuation sheets.
    - b. Submittal schedule.



- c. Items required to be indicated as separate activities in Contractor's construction schedule.
  2. Submit the schedule of values to Architect earliest possible date, but no later than seven days after the project construction kickoff meeting.
  3. Subschedules for Phased Work: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values coordinated with each phase of payment.
  4. Subschedules for Separate Elements of Work: Where the Contractor's construction schedule defines separate elements of the Work, provide subschedules showing values coordinated with each element.
  5. Subschedules for Separate Design Contracts: Where the Owner has retained design professionals under separate contracts who will each provide certification of payment requests, provide subschedules showing values coordinated with the scope of each design services contract as described in Section 011000 "Summary."
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
1. Identification: Include the following Project identification on the schedule of values:
    - a. Project name and location.
    - b. Name of Architect.
    - c. Architect's project number.
    - d. Contractor's name and address.
    - e. Date of submittal.
  2. Arrange schedule of values consistent with format of AIA Document G703.
  3. Arrange the schedule of values in tabular form with separate columns to indicate the following for each item listed:
    - a. Related Specification Section or Division.
    - b. Description of the Work.
    - c. Name of subcontractor.
    - d. Name of manufacturer or fabricator.
    - e. Name of supplier.
    - f. Change Orders (numbers) that affect value.
    - g. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
      - 1) Labor.
      - 2) Materials.
      - 3) Equipment.

4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports.
  - a. Include separate line items retaining payment for closeout requirements in an amount totaling six percent of the Contract Sum and subcontract amount.
5. Total shall equal the Contract Sum.
6. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored but not yet installed.
  - a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.
7. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
8. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
9. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
10. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

#### 1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and DTMB then paid for by Owner.
  1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Times: Submit Application for Payment to Architect once a month.

1. Submit draft copy of Application for Payment seven days prior to due date for review by Architect.
- D. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
- E. Application for Payment Forms: Use forms provided by Owner for Applications for Payment. Sample copies are included in Project Manual.
- F. Application for Payment Forms: Use forms acceptable to Architect, DTMB, and Owner for Applications for Payment. Submit forms for approval with initial submittal of schedule of values.
- G. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
  2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
  3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
  4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.
- H. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored but not yet installed. Differentiate between items stored on-site and items stored off-site.
1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
  2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
  3. Provide summary documentation for stored materials indicating the following:
    - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
    - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
    - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.

- I. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
  - 1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
  - 2. When an application shows completion of an item, submit conditional final or full waivers.
  - 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
  - 4. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.
- J. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
  - 1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
  - 2. When an application shows completion of an item, submit conditional final or full waivers.
  - 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
  - 4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
  - 5. Waiver Forms: Submit executed waivers of lien on forms, acceptable to Owner.
- K. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
  - 1. List of subcontractors.
  - 2. Schedule of values.
  - 3. Contractor's construction schedule (preliminary if not final).
  - 4. Combined Contractor's construction schedule (preliminary if not final) incorporating Work of multiple contracts, with indication of acceptance of schedule by each Contractor.
  - 5. Products list (preliminary if not final).
  - 6. Schedule of unit prices.
  - 7. Submittal schedule (preliminary if not final).
  - 8. Copies of building permits.
  - 9. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  - 10. Initial progress report.
  - 11. Report of preconstruction conference.

12. Certificates of insurance and insurance policies.
  13. Performance and payment bonds.
  14. Data needed to acquire Owner's insurance.
- L. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 94 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- M. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
  2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  3. Updated final statement, accounting for final changes to the Contract Sum.
  4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
  5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
  6. AIA Document G707, "Consent of Surety to Final Payment."
  7. Evidence that claims have been settled.
  8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
  9. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

## SECTION 013000 - SUBMITTALS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes: This Section includes, but not necessarily limited to, the submittal of Shop Drawings. Samples and other information as indicated on the Drawings, as specified herein, and as necessary for the proper and complete performance of the Work.
- B. Related Sections:
  - 1. Documents affecting work of this Section include, but are not necessarily limited to:
    - a. General Conditions, Supplementary Conditions and Sections in Division 1 of these Specifications.
    - b. Individual submittals required: Pertinent Sections of these Specifications.

### PART 2 - PRODUCTS

#### 2.1 SUBMITTALS REQUIRING ENGINEER'S REVIEW AND RETURN

- A. Drawings:
  - 1. Scale required: Unless otherwise specifically directed by ENGINEER, make all drawings accurately to a scale sufficiently large to indicate all pertinent features of the item and its method of connection to the Work.
  - 2. Type and number of prints required:
    - a. Submit the number of copies which are required to be returned plus 4.
- B. Manufacturer's literature and product data:
  - 1. General: Where content of submitted literature from Manufacturers includes data not pertinent to this submittal, clearly indicate which portion of the contents is being submitted for ENGINEER's review.
  - 2. Number of copies required: Submit the number of copies which are required to be returned plus 4.
- C. Calculations:

1. Performance type design calculations: Shall be prepared and sealed by a Professional Engineer licensed in the state where the project is being constructed.
2. Number of copies required: Submit the number of copies which are required to be returned plus 4.

D. Samples:

1. General:
  - a. Samples:
    - i. Illustrate materials, equipment and workmanship.
    - ii. Establish standards by which completed work is judged.
2. Accuracy of Sample: Unless otherwise specifically directed by ENGINEER, all Samples shall be of the precise articles proposed to be furnished.
3. Number of Samples required: Submit all Samples in the quantity which is required to be returned plus 1.

E. Colors and patterns: Unless the precise color and pattern is specifically described in the Contract Documents, whenever a choice of color or pattern is available in a specified Product, submit accurate color charts and pattern charts to ENGINEER for review and selection.

F. Manuals :

1. General:
  - a. Where manuals are required to be submitted covering items included in this Work, prepare all such manuals in durable plastic binders approximately 8 ½ inches x 11 inches in size and with at least the following:
    - i. Identification on, or readable through, the front cover stating general nature of the manual.
    - ii. Neatly typewritten index near the front of the manual.
    - iii. Complete instructions regarding operation and maintenance of all equipment involved.
    - iv. Complete nomenclature of all replaceable parts, their part numbers, current costs and name and address of nearest vendor of parts.
    - v. Copies of all guarantees and warranties issued.
    - vi. Copies of the reviewed drawings.
    - vii. Copies of all data concerning all changes made during construction.
2. Extraneous Data: Where contents of the manuals include Manufacturer's catalog pages. Clearly indicate the precise items included in this installation and delete or otherwise clearly indicate all Manufacturer's data with which this installation is not concerned.

3. Number of copies required: Unless otherwise specifically directed by ENGINEER or stipulated in the pertinent Section of these Specifications. Deliver 4 copies of the manual to ENGINEER.

## 2.2 SUBMITTALS NOT REQUIRING ENGINEER'S RETURN

### A. General:

1. Including, but not necessarily limited to:
  - a. Test Reports.
  - b. Certifications and affidavits.
  - c. Installation instructions.
2. Number required: Submit 4 copies.

## PART 3 - EXECUTION

### 3.1 SCHEDULE OF SUBMITTALS

#### A. Preparation and submittal of a schedule of submittals:

1. Prepare and submit a schedule of submittals as required by Section 00700: General Conditions.
2. The schedule of submittals shall include the following:
  - a. Shop Drawings.
  - b. Manufacturer's literature and product data.
  - c. Samples.
  - d. Colors and patterns.
  - e. Manuals.
  - f. Other submittals required by the Contract Documents.
3. Allow at least 15 full working days for ENGINEER's review following ENGINEER's receipt of the submittal unless ENGINEER has agreed to a shorter period for specific submittals.
4. Schedule submittals, except operation and maintenance manuals, far enough in advance of scheduled dates for installation to provide all required time for reviews for securing necessary approvals for possible revision and resubmittal, and for placing orders and securing delivery.
5. Schedule submittal of operation and maintenance manuals at least 60 days prior to system Substantial Completion unless otherwise specified.



- B. Make all submittals in accordance with the schedule of submittals.
- C. Be responsible for costs of delays caused by tardiness of submittals.

### 3.2 COORDINATION OF SUBMITTALS

#### A. General:

- 1. Prior to submittals for ENGINEER's review. Use all means necessary to fully coordinate all material including the following procedures.
  - a. Determine and verify all field dimensions and conditions, catalog numbers and similar data.
  - b. Coordinate as required with all trades and all public involved.
  - c. Secure all necessary approvals from public agencies and others; signify by stamp or other means that all required approvals have been obtained.
  - d. Clearly indicate all deviations from the Contract Documents.

#### B. Grouping of submittals:

- 1. Unless otherwise specifically permitted by ENGINEER, make all submittals in groups containing all associated items.
- 2. ENGINEER may reject partial submittals as not complying with the provisions of the Contract Documents.

### 3.3 IDENTIFICATION OF SUBMITTALS

#### A. General:

- 1. Consecutively number all submittals.
- 2. Accompany each submittal with a letter of transmittal showing the following:
  - a. Project title and number.
  - b. OWNER.
  - c. Subcontractor.
  - d. Date of submittal.
  - e. Specification Section or Drawing number to which the submittal pertains.
  - f. Brief description of the material submitted.
  - g. Submittal identification number.
- 3. Mark each submittal with:

- a. Company name of the originator of the submittal.
- b. Deviations from Contract Documents.
- c. CONTRACTOR's approval of the submittal.
- d. Submittal identification number adjacent to CONTRACTOR's approval.

B. Resubmittal:

1. When material is resubmitted for any reason, transmit under a new letter of transmittal with a suffix added to the original submittal identification number.
2. Indicate that this is a resubmittal and refer to the previous submittal.

C. Submittal Log:

1. Maintain an accurate submittal log for the duration of the construction period showing the status of all submittals of all types.
2. Make the log available to ENGINEER for review upon request.

### 3.4 RETURN OF SUBMITTALS

A. Submittals requiring ENGINEER review and return:

1. With status. "Rejected. Resubmit":
  - a. Drawings: ENGINEER will retain 1 copy and return the rejected copies to CONTRACTOR.
  - b. Manufacturer's literature and product data: ENGINEER will retain 1 copy and return remaining copies to CONTRACTOR.
  - c. Other submittals: ENGINEER will notify CONTRACTOR of rejection.
2. With status: "Reviewed. No Exceptions Taken" and "Reviewed w/Corrections Noted":
  - a. Drawings: ENGINEER will retain 4 copies and return the remaining copies to CONTRACTOR.
  - b. Manufacturer's literature and product data: ENGINEER will retain 4 copies and return the remaining copies to CONTRACTOR.
  - c. Samples: ENGINEER will retain 1 Sample and return the remaining Samples to CONTRACTOR.
  - d. Colors: ENGINEER will retain color charts and pattern charts and will indicate color and pattern choices to CONTRACTOR.

B. Submittals not requiring ENGINEER return: No copies will be returned.

### 3.5 RESUBMISSION REQUIREMENTS

A. Drawings:

1. Revise initial drawings as required and resubmit as specified for initial submittal.
2. Indicate on drawings all changes which have been made other than those requested by ENGINEER.
3. If the same drawings are submitted with additional data and revisions, clearly identify the added data and revisions on the drawings.

B. Other submittals: Submit as required for initial submittal.

3.6 RE-REVIEW COST

- A. Should ENGINEER be required to review a submittal more than twice because of failure of the submittal to meet the requirements of the Contract Documents, ENGINEER will record ENGINEER's expenses for performing all additional reviews. The OWNER will compensate ENGINEER for these additional services and deduct the amount paid from payments to CONTRACTOR.

END OF SECTION 013000

## SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. General coordination procedures.
  - 2. Coordination drawings.
  - 3. Requests for Information (RFIs).
  - 4. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.
- C. Related Requirements:
  - 1. Section 013200 "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
  - 2. Section 017300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
  - 3. Section 017700 "Closeout Procedures" for coordinating closeout of the Contract.
  - 4. Section 019113 "General Commissioning Requirements" for coordinating the Work with Owner's Commissioning Authority.

#### 1.3 DEFINITIONS

- A. RFI: Request from Contractor seeking information required by or clarifications of the Contract Documents.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
1. Name, address, and telephone number of entity performing subcontract or supplying products.
  2. Number and title of related Specification Section(s) covered by subcontract.
  3. Drawing number and detail references, as appropriate, covered by subcontract.

#### 1.5 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
  3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  2. Coordinate installation of different components with other contractors to ensure maximum performance and accessibility for required maintenance, service, and repair.
  3. Make adequate provisions to accommodate items scheduled for later installation.
- C. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

- D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
  - 1. Preparation of Contractor's construction schedule.
  - 2. Preparation of the schedule of values.
  - 3. Installation and removal of temporary facilities and controls.
  - 4. Delivery and processing of submittals.
  - 5. Progress meetings.
  - 6. Preinstallation conferences.
  - 7. Project closeout activities.
  - 8. Startup and adjustment of systems.
- E. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
  - 1. Salvage materials and equipment involved in the performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

#### 1.6 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
  - 1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
  - 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
  - 1. Project name.
  - 2. Project number.
  - 3. Date.
  - 4. Name of Contractor.
  - 5. Name of Architect.
  - 6. RFI number, numbered sequentially.
  - 7. RFI subject.
  - 8. Specification Section number and title and related paragraphs, as appropriate.
  - 9. Drawing number and detail references, as appropriate.
  - 10. Field dimensions and conditions, as appropriate.

11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
  12. Contractor's signature.
  13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
    - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: Software-generated form with substantially the same content as indicated above, acceptable to Architect.
1. Attachments shall be electronic files in Adobe Acrobat PDF format.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
1. The following Contractor-generated RFIs will be returned without action:
    - a. Requests for approval of submittals.
    - b. Requests for approval of substitutions.
    - c. Requests for approval of Contractor's means and methods.
    - d. Requests for coordination information already indicated in the Contract Documents.
    - e. Requests for adjustments in the Contract Time or the Contract Sum.
    - f. Requests for interpretation of Architect's actions on submittals.
    - g. Incomplete RFIs or inaccurately prepared RFIs.
  2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
  3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."
    - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log bi-weekly. Include the following:
1. Project name.
  2. Name and address of Contractor.
  3. Name and address of Architect.

4. RFI number including RFIs that were returned without action or withdrawn.
  5. RFI description.
  6. Date the RFI was submitted.
  7. Date Architect's response was received.
- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.
1. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
  2. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

#### 1.7 PROJECT MEETINGS

- A. Preconstruction Conference: DTMB or Architect will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than days after execution of the Agreement.
- B. Preinstallation Conferences: Conduct a preinstallation conference at the Project site before each construction activity that requires coordination with other construction.
1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect, DTMB, and Owner of scheduled meeting dates.
  2. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to the performance of the Work and reconvene the conference at earliest feasible date.
- C. Progress Meetings: Architect will conduct progress meetings biweekly. Contractor and required subcontractors to attend all biweekly meetings.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100



## SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
  - 1. Startup construction schedule.
  - 2. Contractor's construction schedule.
  - 3. Construction schedule updating reports.
  - 4. Daily construction reports.
  - 5. Material location reports.
  - 6. Site condition reports.
  - 7. Special reports.
- B. Related Requirements:
  - 1. Section 013300 "Submittal Procedures" for submitting schedules and reports.
  - 2. Section 014000 "Quality Requirements" for submitting a schedule of tests and inspections.

#### 1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
  - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
  - 2. Predecessor Activity: An activity that precedes another activity in the network.
  - 3. Successor Activity: An activity that follows another activity in the network.
- B. Cost Loading: The allocation of the schedule of values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum unless otherwise approved by Architect.

- C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- E. Event: The starting or ending point of an activity.
- F. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
  - 1. PDF electronic file.
- B. Startup construction schedule.
  - 1. Approval of cost-loaded, startup construction schedule will not constitute approval of schedule of values for cost-loaded activities.
- C. Startup Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.
- D. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
  - 1. Submit a working electronic copy of schedule, using software indicated, and labeled to comply with requirements for submittals. Include type of schedule (initial or updated) and date on label.
- E. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, cost and resource loading, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.
  - 1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.
  - 2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
  - 3. Total Float Report: List of all activities sorted in ascending order of total float.

4. Earnings Report: Compilation of Contractor's total earnings from the Notice to Proceed until most recent Application for Payment.
- F. Construction Schedule Updating Reports: Submit with Applications for Payment.
- G. Daily Construction Reports: Submit at Daily intervals.
- H. Material Location Reports: Submit at weekly intervals.
- I. Site Condition Reports: Submit at time of discovery of differing conditions.
- J. Special Reports: Submit at time of unusual event.
- K. Qualification Data: For scheduling consultant.

#### 1.5 QUALITY ASSURANCE

- A. Scheduling Consultant Qualifications: An experienced specialist in CPM scheduling and reporting, with capability of producing CPM reports and diagrams within 24 hours of Architect's request.
- B. Prescheduling Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination." Review methods and procedures related to the preliminary construction schedule and Contractor's construction schedule, including, but not limited to, the following:
  1. Review software limitations and content and format for reports.
  2. Verify availability of qualified personnel needed to develop and update schedule.
  3. Discuss constraints, including phasing.
  4. Review delivery dates for Owner-furnished products.
  5. Review schedule for work of Owner's separate contracts.
  6. Review submittal requirements and procedures.
  7. Review time required for review of submittals and resubmittals.
  8. Review requirements for tests and inspections by independent testing and inspecting agencies.
  9. Review time required for Project closeout and Owner startup procedures, including commissioning activities.
  10. Review and finalize list of construction activities to be included in schedule.
  11. Review procedures for updating schedule.

## 1.6 COORDINATION

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

## PART 2 - PRODUCTS

### 2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of final completion.
  - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Activities: Treat each separate area as a separate numbered activity for each main element of the Work. Comply with the following:
  - 1. Activity Duration: Define activities so no activity is longer than 40 days, unless specifically allowed by Architect.
  - 2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
  - 3. Submittal Review Time: Include review and resubmittal times indicated in Section 013300 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
  - 4. Startup and Testing Time: Include days for startup and testing.
  - 5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
  - 6. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and final completion.
- C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule and show how the sequence of the Work is affected.

1. Phasing: Arrange list of activities on schedule by phase.
  2. Work Restrictions: Show the effect of the following items on the schedule:
    - a. Coordination with existing construction.
    - b. Limitations of continued occupancies.
    - c. Uninterruptible services.
    - d. Partial occupancy before Substantial Completion.
    - e. Use of premises restrictions.
    - f. Provisions for future construction.
    - g. Seasonal variations.
    - h. Environmental control.
  3. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
    - a. Subcontract awards.
    - b. Submittals.
    - c. Purchases.
    - d. Mockups.
    - e. Fabrication.
    - f. Sample testing.
    - g. Deliveries.
    - h. Installation.
    - i. Tests and inspections.
    - j. Adjusting.
    - k. Curing.
    - l. Building flush-out.
    - m. Startup and placement into final use and operation.
  4. Construction Areas: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
    - a. Structural completion.
    - b. Temporary enclosure and space conditioning.
    - c. Permanent space enclosure.
    - d. Completion of mechanical installation.
    - e. Completion of electrical installation.
    - f. Substantial Completion.
- D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.

- E. Cost Correlation: Superimpose a cost correlation timeline, indicating planned and actual costs. On the line, show planned and actual dollar volume of the Work performed as of planned and actual dates used for preparation of payment requests.
  - 1. See Section 012900 "Payment Procedures" for cost reporting and payment procedures.
- F. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
  - 1. Unresolved issues.
  - 2. Unanswered Requests for Information.
  - 3. Rejected or unreturned submittals.
  - 4. Notations on returned submittals.
  - 5. Pending modifications affecting the Work and Contract Time.
- G. Recovery Schedule: When periodic update indicates the Work is [14] **<Insert number>** or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished.
- H. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.

## 2.2 STARTUP CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Submit startup, horizontal, bar-chart-type construction schedule within seven days of date established for the Notice to Proceed.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 90 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

## 2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's construction schedule within 30 days of date established for the Notice to Proceed Base schedule on the startup construction schedule and additional information received since the start of Project.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in 5 percent increments within time bar.

## 2.4 REPORTS

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

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

B. Material Location Reports: At monthly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site. Indicate the following categories for stored materials:

1. Material stored prior to previous report and remaining in storage.
2. Material stored prior to previous report and since removed from storage and installed.
3. Material stored following previous report and remaining in storage.

C. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

## 2.5 SPECIAL REPORTS

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

## PART 3 - EXECUTION

### 3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At **monthly** intervals, update schedule to reflect actual construction progress and activities. Issue schedule before each regularly scheduled progress meeting.
  - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
  - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
  - 3. As the Work progresses, indicate final completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Architect, DTMB, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
  - 1. Post copies in Project meeting rooms and temporary field offices.
  - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 013200



## SECTION 014100 - TESTING SERVICES

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Section Includes:

1. This section includes, but is not necessarily limited to, testing services, as indicated in the Drawings, as specified herein and as necessary for the proper and complete performance of the Work.
2. General requirements:
  - a. Testing services and certifications which are to be included in CONTRACTOR's unit prices:
    - i. Inspections and tests required by codes or ordinances or by a plan approval authority and made by a legally constituted authority.
    - ii. Inspections, testing services and certifications including, but not limited to, the following items shall be furnished by CONTRACTOR:
      - a) Pipe leakage tests.
      - b) Pipe material yield strength tests at ENGINEER's request.
      - c) Cement Manufacturers' certification tests at ENGINEER's request.
      - d) Fine and coarse aggregate certification tests by Supplier at ENGINEER's request
      - e) Bedding material certification tests by Supplier at ENGINEER's request.
      - f) Testing in connection with ENGINEER's review of materials and equipment proposed to be incorporated into the Work.
      - g) Testing performed for CONTRACTOR's convenience.
3. OWNER paid items:
  - a. OWNER may elect to test or to employ either ENGINEER or an independent testing agency to test any materials or systems on the Project. The cost of this testing will be paid for by OWNER.

##### B. Related Sections:

1. Documents affecting work of this Section include, but are not necessarily limited to:

- a. General Conditions, Supplementary Conditions and Sections in Division 1 of these Specifications.
2. Additional requirements for testing of materials and systems mentioned in this Section may be described in other Sections of these Specifications.

## 1.2 TEST REQUIREMENTS

### A. In accordance with:

1. Laws and Regulations.
2. Sections of these Specifications.
3. Reference procedures and requirements.
4. Pertinent standards for testing.
5. BOCA Building Code.

## 1.3 RETESTING COSTS

### A. Retesting:

1. When initial tests of all items indicate noncompliance with the Contract Documents, all subsequent testing occasioned by the noncompliance shall be performed by the same testing laboratory, and the costs thereof will be deducted by OWNER from the Contract Sum.
2. The first retesting shall be paid for by OWNER. The second and subsequent retesting costs for soil compaction due to noncompliance with the Contract Documents shall be performed by the same laboratory, and the costs thereof will be deducted by OWNER from the Contract Sum.

### B. Costs:

1. Uncovering costs shall be paid for as described in Article 13 of Section 00700: General Conditions.

## 1.4 REPORTS

### A. Provide typed copies of all laboratory reports, inspections, and certifications:

1. ENGINEER's office: Two copies.
2. CONTRACTOR's office: One copy.

## 1.5 SCHEDULES FOR TESTING

### A. Establishing schedule:

1. By advance discussion with the independent testing laboratory, determine the time required to perform tests and issue findings.

### B. Revising schedule:

1. When changes of construction schedule are necessary during construction, coordinate all such changes of schedule with the independent testing laboratory as required.

### C. Adherence to schedule:

1. When the independent testing laboratory is ready to test according to the determined work schedule, but is prevented from testing or taking specimens due to incompleteness of Work, all extra costs for testing attributable to the delay may be charged to CONTRACTOR and shall not be borne by OWNER.

## 1.6 CONTRACTOR'S DUTIES

### A. Coordinate and schedule the work of the independent testing laboratory:

1. Notify ENGINEER and the independent testing laboratory 24 hours prior to expected time when testing services will be required.
2. Provide the following as necessary for laboratory to properly perform its functions:
  - a. Access to the Work.
  - b. Facilities for access to the Work.
  - c. Tools.
  - d. Samples of materials.
  - e. Storage.
  - f. Assistance as requested.

PART 2 - PRODUCTS - Not Used.

## PART 3 - EXECUTION

### 3.1 TESTING REQUIREMENTS

- A. Testing shall be per state of Michigan Bureau of Fire and Safety requirements.

State of Michigan  
Department of Technology, Management and Budget  
Design and Construction Division  
St. Louis Correctional Facility  
Housing Unit #4 Conversion  
File No: 472/26266.CTS  
Funding Code No.: 472SLFMaintProj

Matrix Consulting Engineers, Inc.  
Project Number: 260532.00

1. Test to ensure compliance with the materials specifications, at the request of ENGINEER.

B. Miscellaneous tests:

1. OWNER or ENGINEER may elect to order testing of other materials by Independent Testing Laboratory.

END OF SECTION 014100

## SECTION 015000 – TEMPORARY FACILITIES AND CONTROLS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Provide all labor, materials, equipment and supervision required for complete installation of all temporary power and related Work as indicated on the Drawing.

#### 1.2 QUALITY ASSURANCE

- A. Standards: Except as may be modified by Drawings and these Specifications.
- B. Material Workmanship: All components shall be free from pits, excessive roughness, blisters, loose rust and mill scale, cracks, and seams to an extent that would be detrimental to the intended end use.
- C. Installation: For installation of components use personnel completely trained and experienced in installation of approved materials and in configurations indicated on the Drawings and approved shop drawings. The Contractor may be required to submit evidence of experience in this type of work.

#### 1.3 SUBMITTALS

- A. Samples shall be submitted for approval upon request by the Engineer.
- B. Submit complete and detailed Shop Drawings for approval. Shop Drawings shall be based on actual field measurements taken by the Contractor and shall depict, at a minimum, material specifications, fabrication details and dimensions, and installation details. No fabrication or installation work shall be undertaken by the Contractor until Shop Drawings are approved in writing by the Engineer.

### PART 2 - PRODUCTS

#### 2.1 FRAMEWORK MATERIALS

- A. Shall be per manufacture recommendations and shop drawing approvals.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Installation shall be made in a workmanlike manner by skilled mechanics experienced in erection of this type of work.

#### 3.2 CLEAN UP

- A. Upon the completion of the installation all debris created by the installation shall be legally removed from the premises or disposed of as directed by the State Unit.

#### 3.3 REMOVAL

- A. Upon completion of work, remove temporary power, etc. and restore site to match existing conditions

END OF SECTION 015000

## SECTION 016000 - PRODUCT REQUIREMENTS

### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Requirements:
  - 1. Section 012100 "Allowances" for products selected under an allowance.
  - 2. Section 012300 "Alternates" for products selected under an alternate.

### 1.3 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
  - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
  - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
  - 3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

#### 1.4 ACTION SUBMITTALS

- A. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 013300 "Submittal Procedures." Show compliance with requirements.

#### 1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.
  - 1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
  - 2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

#### 1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
  - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
  - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
  - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
  - 4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.
- C. Storage:
  - 1. Store products to allow for inspection and measurement of quantity or counting of units.
  - 2. Store materials in a manner that will not endanger Project structure.
  - 3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
  - 4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.



5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.
7. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

## 1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
  1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
  2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
  1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
  2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
  3. See other Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Section 017700 "Closeout Procedures."

## PART 2 - PRODUCTS

### 2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
  1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
  2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.

3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Architect will make selection.
5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.

B. Product Selection Procedures:

1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
3. Products:
  - a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will unless otherwise indicated.
  - b. Nonrestricted List: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.
4. Manufacturers:
  - a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will unless otherwise indicated.
  - b. Nonrestricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.
5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers.

Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

- C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
  - 1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

## 2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:
  - 1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
  - 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
  - 3. Evidence that proposed product provides specified warranty.
  - 4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
  - 5. Samples, if requested.

## PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

## SECTION 017300 - EXECUTION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
  - 1. Construction layout.
  - 2. Field engineering and surveying.
  - 3. Installation of the Work.
  - 4. Cutting and patching.
  - 5. Coordination of Owner-installed products.
  - 6. Progress cleaning.
  - 7. Starting and adjusting.
  - 8. Protection of installed construction.
- B. Related Requirements:
  - 1. Section 011000 "Summary" for limits on use of Project site.
  - 2. Section 013300 "Submittal Procedures" for submitting surveys.
  - 3. Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.
  - 4. Section 024119 "Selective Demolition" for demolition and removal of selected portions of the building.
  - 5. Section 078413 "Penetration Firestopping" for patching penetrations in fire-rated construction.

#### 1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.

- B. Patching: Fitting and repair work required to restore construction to original condition after installation of other work.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Cutting and Patching Plan: Submit plan describing procedures at least [10] <Insert number> days prior to the time cutting and patching will be performed. Include the following information:
  - 1. Extent: Describe reason for and extent of each occurrence of cutting and patching.
  - 2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.
  - 3. Products: List products to be used for patching and firms or entities that will perform patching work.
  - 4. Dates: Indicate when cutting and patching will be performed.
  - 5. Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate length of time permanent services and systems will be disrupted.
    - a. Include description of provisions for temporary services and systems during interruption of permanent services and systems.
- B. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

#### 1.5 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.
- B. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
  - 1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection

2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
    - a. Primary operational systems and equipment.
    - b. Fire separation assemblies.
    - c. Air or smoke barriers.
    - d. Fire-suppression systems.
    - e. Mechanical systems piping and ducts.
    - f. Control systems.
    - g. Communication systems.
    - h. Fire-detection and -alarm systems.
    - i. Conveying systems.
    - j. Electrical wiring systems.
    - k. Operating systems of special construction.
  3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
    - a. Water, moisture, or vapor barriers.
    - b. Membranes and flashings.
    - c. Exterior curtain-wall construction.
    - d. Sprayed fire-resistive material.
    - e. Equipment supports.
    - f. Piping, ductwork, vessels, and equipment.
    - g. Noise- and vibration-control elements and systems.
  4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- C. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.
- D. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
  - 1. For projects requiring compliance with sustainable design and construction practices and procedures, use products for patching that comply with requirements in Section 018113.13 "Sustainable Design Requirements - LEED for New Construction and Major Renovations," Section 018113.16 "Sustainable Design Requirements - LEED for Commercial Interiors," Section 018113.19 "Sustainable Design Requirements - LEED for Core and Shell Development," and Section 018113.23 "Sustainable Design Requirements - LEED for Schools."
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
  - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, and other construction affecting the Work.
  - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping, underground electrical services, and other utilities.
  - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
  2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
  3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
1. Description of the Work.
  2. List of detrimental conditions, including substrates.
  3. List of unacceptable installation tolerances.
  4. Recommended corrections.
- D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section 013100 "Project Management and Coordination."

### 3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.
- B. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.



- C. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

### 3.4 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
  - 1. Make vertical work plumb and make horizontal work level.
  - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
  - 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
  - 4. Maintain minimum headroom clearance of 96 inches (2440 mm) in occupied spaces and 90 inches (2300 mm) in unoccupied spaces.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
  - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
  - 2. Allow for building movement, including thermal expansion and contraction.
  - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with

integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

- I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

### 3.5 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
  - 1. Cut in-place construction to provide for installation of other components or performance of other construction and subsequently patch as required to restore surfaces to their original condition.
- B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of work to be cut.
- D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements in Section 011000 "Summary."
- F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.
- G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
  - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering, and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.

3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
  4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
  5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
  6. Proceed with patching after construction operations requiring cutting are complete.
- H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
  2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
    - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    - b. Restore damaged pipe covering to its original condition.
  3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
    - a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
  4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
  5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.
- I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
  - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  - 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
  - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
    - a. Use containers intended for holding waste materials of type to be stored.
  - 4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
  - 1. Remove liquid spills promptly.
  - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

### 3.7 STARTING AND ADJUSTING

- A. Coordinate startup and adjusting of equipment and operating components with requirements in Section 019113 "General Commissioning Requirements."
- B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- E. Manufacturer's Field Service: Comply with qualification requirements in Section 014000 "Quality Requirements."

### 3.8 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 017300

## SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. The Work of this Section includes administrative and procedural requirements for the following:
  - 1. Salvaging nonhazardous demolition waste.
  - 2. Recycling nonhazardous demolition and construction waste.
  - 3. Disposing of nonhazardous demolition waste.

#### 1.2 DEFINITIONS

- A. CMU: Concrete masonry units.
- B. Construction Waste: Building, structure, and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- C. Demolition Waste: Building, structure, and site improvement materials resulting from demolition operations.
- D. Disposal: Removal of demolition or construction waste and subsequent salvage, sale, recycling, or deposit in landfill, incinerator acceptable to authorities having jurisdiction, or designated spoil areas on Owner's property.
- E. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- F. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- G. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

#### 1.3 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition and construction waste becomes property of Contractor.

- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
  - 1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Waste Reduction Progress Reports: Concurrent with each Progress Meeting, submit report. Include the following information:
  - 1. Quantity of waste salvaged, both estimated and actual in tons.
  - 2. Quantity of waste recycled, both estimated and actual in tons.
- B. Waste Reduction Calculations: Before request for Substantial Completion, submit calculated end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work.
- C. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.
- D. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.
- E. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- F. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

#### 1.5 WASTE MANAGEMENT PLAN

- A. General: Develop a waste management plan in accordance with requirements in this Section. Plan must include provisions for waste identification, waste reduction work plan, and cost/revenue analysis. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.
- B. Waste Identification: Indicate anticipated types and quantities of demolition and construction waste generated by the Work. Include estimated quantities and assumptions for estimates.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. General: Use all reasonable means to divert construction and demolition waste from landfills and incinerators. Facilitate recycling and salvage of materials, including the following:

1. Demolition Waste:

- a. Concrete.
- b. Concrete reinforcing steel.
- c. Structural and miscellaneous steel.
- d. Rough hardware.
- e. Equipment.
- f. Cabinets.
- g. Electrical conduit.
- h. Copper wiring.
- i. Electrical devices.
- j. Transformers.

2. Construction Waste:

- a. Metals.
- b. Electrical conduit.
- c. Packaging: Regardless of salvage/recycle goal indicated in "General" Paragraph above, salvage or recycle 100 percent of the following uncontaminated packaging materials:
  - 1) Paper.
  - 2) Cardboard.
  - 3) Boxes.
  - 4) Plastic sheet and film.
  - 5) Polystyrene packaging.
  - 6) Wood crates.
  - 7) Wood pallets.
  - 8) Plastic pails.



## PART 3 - EXECUTION

### 3.1 PLAN IMPLEMENTATION

- A. General: Implement waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during entire duration of the Contract.
- B. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work.
- C. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
  - 1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged and recycled.

### 3.2 SALVAGING DEMOLITION WASTE

- A. Salvaged Items for Sale or Donation: Not permitted on Project site.
- B. Salvaged Items for Owner's Use: Handle as follows:
  - 1. Clean salvaged items.
  - 2. Pack or crate items after cleaning. Identify contents of containers with label indicating elements, date of removal, quantity, and location where removed.
  - 3. Store items in a secure area until delivery to Owner.
  - 4. Transport items to Owner's storage area [**on-site**] [**off-site**] [**designated by Owner**].
  - 5. Protect items from damage during transport and storage.
- C. Electrical Devices: Separate switches, receptacles, switchgear, transformers, meters, panelboards, circuit breakers, and other devices by type.

### 3.3 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

- A. General: Recycle paper and beverage containers used by on-site workers.
- B. Preparation of Waste: Prepare and maintain recyclable waste materials in accordance with recycling or reuse facility requirements. Maintain materials free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to the recycling process.

- C. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to maximum extent practical in accordance with approved construction waste management plan.
  - 1. Provide appropriately marked containers or bins for controlling recyclable waste until removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
    - a. Inspect containers and bins for contamination, and remove contaminated materials if found.
  - 2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
  - 3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
  - 4. Store components off the ground and protect from the weather.
  - 5. Remove recyclable waste from Owner's property and transport to recycling receiver or processor as often as required to prevent overfilling bins.

### 3.4 RECYCLING DEMOLITION WASTE

- A. Concrete: Remove reinforcement and other metals from concrete and sort with other metals.
  - 1. Pulverize concrete to maximum 4-inch (100-mm) size.
- B. Metals: Separate metals by type.
  - 1. Structural Steel: Stack members per size, type of member, and length.
  - 2. Miscellaneous Metals: Stack miscellaneous metal pieces by metal type.
  - 3. Remove and dispose of bolts, nuts, washers, and other rough hardware.
- C. Conduit: Reduce conduit to straight lengths and store by material and size.

### 3.5 RECYCLING CONSTRUCTION WASTE

- A. Packaging:
  - 1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
  - 2. Polystyrene Packaging: Separate and bag materials.
  - 3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.

4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

### 3.6 DISPOSAL OF WASTE

- A. Except for items or materials to be salvaged or recycled, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
  1. Unless otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
  2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Except for items or materials to be salvaged or recycled, remove waste materials and legally dispose of at designated spoil areas on Owner's property.
- C. Burning:
  1. Do not burn waste materials.
  2. Burning of waste materials is permitted only at designated areas on Owner's property, provided required permits are obtained. Provide full-time monitoring for burning materials until fires are extinguished.

END OF SECTION 017419

## SECTION 017700 - CLOSEOUT PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Substantial Completion procedures.
  - 2. Final completion procedures.
  - 3. Warranties.
  - 4. Final cleaning.
  - 5. Repair of the Work.
- B. Related Requirements:
  - 1. Section 017300 "Execution" for progress cleaning of Project site.
  - 2. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.
  - 3. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
  - 4. Section 017900 "Demonstration and Training" for requirements for instructing Owner's personnel.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For cleaning agents.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

#### 1.4 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.

- B. Certificate of Insurance: For continuing coverage.
- C. Field Report: For pest control inspection.

#### 1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

#### 1.6 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
  - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  - 2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
  - 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  - 4. Submit test/adjust/balance records.
  - 5. Submit sustainable design submittals required in Section 018113.13 "Sustainable Design Requirements - LEED for New Construction and Major Renovations," Section 018113.16 "Sustainable Design Requirements - LEED for Commercial Interiors," Section 018113.19 "Sustainable Design Requirements - LEED for Core and Shell Development," and Section 018113.23 "Sustainable Design Requirements - LEED for Schools" and in individual Sections.
  - 6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Advise Owner of pending insurance changeover requirements.
2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
3. Complete startup and testing of systems and equipment.
4. Perform preventive maintenance on equipment used prior to Substantial Completion.
5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 017900 "Demonstration and Training."
6. Advise Owner of changeover in heat and other utilities.
7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
9. Complete final cleaning requirements, including touchup painting.
10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for final completion.

## 1.7 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:

1. Submit a final Application for Payment according to Section 012900 "Payment Procedures."
2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Submit pest-control final inspection report.

B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On

receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

#### 1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
  1. Organize list of spaces in sequential order,
  2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
  3. Include the following information at the top of each page:
    - a. Project name.
    - b. Date.
    - c. Name of Architect.
    - d. Name of Contractor.
    - e. Page number.

#### 1.9 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Partial Occupancy: Submit properly executed warranties within **10** days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
  1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper.
  2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or

- installation, including the name of the product and the name, address, and telephone number of Installer.
3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
  4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

## PART 3 - EXECUTION

### 3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
    - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.



- b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
- c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
- d. Remove tools, construction equipment, machinery, and surplus material from Project site.
- e. Remove snow and ice to provide safe access to building.
- f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
- g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
- h. Sweep concrete floors broom clean in unoccupied spaces.
- i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
- j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
- k. Remove labels that are not permanent.
- l. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
- m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
- n. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
- o. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.
  - 1) Clean HVAC system in compliance with NADCA Standard 1992-01. Provide written report on completion of cleaning.
- p. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
- q. Leave Project clean and ready for occupancy.

- C. Pest Control: Comply with pest control requirements in Section 015000 "Temporary Facilities and Controls." Prepare written report.

### 3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.

- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
  2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.
    - a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
  3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
  4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION 017700

## SECTION 017823 - OPERATION AND MAINTENANCE MANUAL (S)

### I. GENERAL:

- A. The Contractor shall provide one (1) hard copy and three (3) complete electronic copy sets of an Operation & Maintenance Manual(s) for all equipment and systems. The manual(s) shall include, as a minimum, the following information:
  - 1. A complete system description which includes a narrative of significant design features, layout, circuiting, and block diagram.
  - 2. List of Equipment.
  - 3. Operating Instructions.
  - 4. Maintenance Instructions.
  - 5. Parts List for each component.
  - 6. Shop drawings and product data.
  - 7. Certificates.
  - 8. Photocopies of Warranties.
- B. The Operation and Maintenance Manual (s) shall be bound in durable 8 ½ X 11 three D side ring plastic cover binders. Individual binders shall be a maximum of 3 inches thick.
- C. Binders shall be identified on the cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project, State of Michigan file number, and contained subject if multiple binders are required.
- D. Binders shall have durable permanent internal page dividers, logically organized as described in E. below with tab titles clearly printed under reinforced laminated plastic tabs.
- E. A Table of Contents of the Operating & Maintenance Manual (s) shall be provided with each Product or system identified. A "complete" Table of Contents shall be included in each binder if there are multi-volumes. The Table of Contents shall be type written on 30-pound white paper and have three parts as follows:
  - Part 1: Directory, listing names, addresses, and telephone numbers of Engineer, Contractor, Subcontractors, and major equipment suppliers.
  - Part 2: Operation and Maintenance instructions arranged by systems and subdivided by specification Section. For each category identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
    - a) A complete system description which includes a narrative of significant design features, layout, circuiting, and block diagrams.

State of Michigan  
Department of Technology, Management and Budget  
Design and Construction Division  
St. Louis Correctional Facility  
Housing Unit #4 Conversion  
File No: 472/26266.CTS  
Funding Code No.: 472SLFMaintProj

Matrix Consulting Engineers, Inc.  
Project Number: 260532.00

- b) List of Equipment.
- c) Operating Instructions.
- d) Maintenance Instructions.
- e) Parts List for each component.

Part 3: Project documents and certificates, including the following:

- a) Shop drawings and product data.
- b) Certificates.
- c) Photocopies of Warranties.

END OF SECTION 017823

## SECTION 017839 - PROJECT RECORD DOCUMENTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
  - 1. Record Drawings.
  - 2. Record Specifications.
  - 3. Record Product Data.
  - 4. Miscellaneous record submittals.
- B. Related Requirements: Retain subparagraphs below to cross-reference requirements Contractor might expect to find in this Section but are specified in other Sections.
  - 1.
  - 2. Section 017300 "Execution" for final property survey.
  - 3. Section 017700 "Closeout Procedures" for general closeout procedures.
  - 4. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.

#### 1.3 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
  - 1. Number of Copies: Submit one set(s) of marked-up record prints.
  - 2. Number of Copies: Submit copies of record Drawings as follows:
    - a. Initial Submittal:
      - 1) Submit one paper-copy set(s) of marked-up record prints.
      - 2) Submit PDF electronic files of scanned record prints and one of file prints.
      - 3) Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
    - b. Final Submittal:

- 1) Submit one paper-copy set(s) of marked-up record prints.

## PART 2 - PRODUCTS

### 2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
  1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
    - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    - b. Accurately record information in an acceptable drawing technique.
    - c. Record data as soon as possible after obtaining it.
    - d. Record and check the markup before enclosing concealed installations.
    - e. Cross-reference record prints to corresponding archive photographic documentation.
  2. Content: Types of items requiring marking include, but are not limited to, the following:
    - a. Dimensional changes to Drawings.
    - b. Revisions to details shown on Drawings.
    - c. Depths of foundations below first floor.
    - d. Locations and depths of underground utilities.
    - e. Revisions to routing of piping and conduits.
    - f. Revisions to electrical circuitry.
    - g. Actual equipment locations.
    - h. Duct size and routing.
    - i. Locations of concealed internal utilities.
    - j. Changes made by Change Order or Work Change Directive.
    - k. Changes made following Architect's written orders.
    - l. Details not on the original Contract Drawings.
    - m. Field records for variable and concealed conditions.
    - n. Record information on the Work that is shown only schematically.
  3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
  4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.

5. Mark important additional information that was either shown schematically or omitted from original Drawings.
  6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
  2. Format: Annotated PDF electronic file.
  3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
  4. Identification: As follows:
    - a. Project name.
    - b. Date.
    - c. Designation "PROJECT RECORD DRAWINGS."
    - d. Name of Architect.
    - e. Name of Contractor.

## 2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
  3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
  4. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as record Product Data.
  5. Note related Change Orders and record Drawings where applicable.
- B. Format: Submit record Specifications annotated PDF electronic file.

## 2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
  - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
  - 3. Note related Change Orders, record Specifications, and record Drawings where applicable.
- B. Format: Submit record Product Data as annotated PDF electronic file.
  - 1. Include record Product Data directory organized by Specification Section number and title, electronically linked to each item of record Product Data.

## PART 3 - EXECUTION

### 3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.
- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

END OF SECTION 017839



## SECTION 017900 - DEMONSTRATION AND TRAINING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
  - 1. Demonstration of operation of systems, subsystems, and equipment.
  - 2. Training in operation and maintenance of systems, subsystems, and equipment.
  - 3. Demonstration and training video recordings.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
  - 1. Indicate proposed training modules using manufacturer-produced demonstration and training video recordings for systems, equipment, and products in lieu of video recording of live instructional module.
- B. Attendance Record: For each training module, submit list of participants and length of instruction time.
- C. Evaluations: For each participant and for each training module, submit results and documentation of performance-based test.

#### 1.4 CLOSEOUT SUBMITTALS

- A. Demonstration and Training Video Recordings: Submit two copies within .
- B. days of end of each training module.
  - 1. Identification: On each copy, provide an applied label with the following information:

- a. Name of Project.
  - b. Name and address of videographer.
  - c. Name of Architect.
  - d. Name of Construction Manager.
  - e. Name of Contractor.
  - f. Date of video recording.
2. Transcript: Prepared and bound in format matching operation and maintenance manuals. Mark appropriate identification on front and spine of each binder. Include a cover sheet with same label information as the corresponding video recording. Include name of Project and date of video recording on each page.
3. Transcript: Prepared in PDF electronic format. Include a cover sheet with same label information as the corresponding video recording and a table of contents with links to corresponding training components. Include name of Project and date of video recording on each page.
4. At completion of training, submit complete training manual(s) for Owner's use in PDF electronic file format on flash drives.

## 1.5 QUALITY ASSURANCE

- A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.
- B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Section 014000 "Quality Requirements," experienced in operation and maintenance procedures and training.
- C. Videographer Qualifications: A professional videographer who is experienced in photographing demonstration and training events similar to those required.
- D. Pre-instruction Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination." Review methods and procedures related to demonstration and training including, but not limited to, the following:
  1. Inspect and discuss locations and other facilities required for instruction.
  2. Review and finalize instruction schedule and verify availability of educational materials, instructors' personnel, audiovisual equipment, and facilities needed to avoid delays.
  3. Review required content of instruction.
  4. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

## 1.6 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.
- C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

## PART 2 - PRODUCTS

### 2.1 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:
  - 1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
    - a. System, subsystem, and equipment descriptions.
    - b. Performance and design criteria if Contractor is delegated design responsibility.
    - c. Operating standards.
    - d. Regulatory requirements.
    - e. Equipment function.
    - f. Operating characteristics.
    - g. Limiting conditions.
    - h. Performance curves.
  - 2. Documentation: Review the following items in detail:
    - a. Emergency manuals.
    - b. Operations manuals.
    - c. Maintenance manuals.
    - d. Project record documents.
    - e. Identification systems.
    - f. Warranties and bonds.

- g. Maintenance service agreements and similar continuing commitments.
- 3. Emergencies: Include the following, as applicable:
  - a. Instructions on meaning of warnings, trouble indications, and error messages.
  - b. Instructions on stopping.
  - c. Shutdown instructions for each type of emergency.
  - d. Operating instructions for conditions outside of normal operating limits.
  - e. Sequences for electric or electronic systems.
  - f. Special operating instructions and procedures.
- 4. Operations: Include the following, as applicable:
  - a. Startup procedures.
  - b. Equipment or system break-in procedures.
  - c. Routine and normal operating instructions.
  - d. Regulation and control procedures.
  - e. Control sequences.
  - f. Safety procedures.
  - g. Instructions on stopping.
  - h. Normal shutdown instructions.
  - i. Operating procedures for emergencies.
  - j. Operating procedures for system, subsystem, or equipment failure.
  - k. Seasonal and weekend operating instructions.
  - l. Required sequences for electric or electronic systems.
  - m. Special operating instructions and procedures.
- 5. Adjustments: Include the following:
  - a. Alignments.
  - b. Checking adjustments.
  - c. Noise and vibration adjustments.
  - d. Economy and efficiency adjustments.
- 6. Troubleshooting: Include the following:
  - a. Diagnostic instructions.
  - b. Test and inspection procedures.
- 7. Maintenance: Include the following:
  - a. Inspection procedures.
  - b. Types of cleaning agents to be used and methods of cleaning.
  - c. List of cleaning agents and methods of cleaning detrimental to product.
  - d. Procedures for routine cleaning
  - e. Procedures for preventive maintenance.

- f. Procedures for routine maintenance.
  - g. Instruction on use of special tools.
- 8. Repairs: Include the following:
  - a. Diagnosis instructions.
  - b. Repair instructions.
  - c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
  - d. Instructions for identifying parts and components.
  - e. Review of spare parts needed for operation and maintenance.

### PART 3 - EXECUTION

#### 3.1 PREPARATION

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Section 017823 "Operation and Maintenance Data."
- B. Set up instructional equipment at instruction location.

#### 3.2 INSTRUCTION

- A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.
- B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
  - 1. Architect will furnish an instructor to describe basis of system design, operational requirements, criteria, and regulatory requirements.
  - 2. Owner will furnish an instructor to describe Owner's operational philosophy.
  - 3. Owner will furnish Contractor with names and positions of participants.
- C. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
  - 1. Schedule training with Owner with at least five days' advance notice.
- D. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.

- E. Cleanup: Collect used and leftover educational materials and give to Owner. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

### 3.3 DEMONSTRATION AND TRAINING VIDEO RECORDINGS

- A. General: Engage a qualified commercial videographer to record demonstration and training video recordings. Record each training module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.
  - 1. At beginning of each training module, record each chart containing learning objective and lesson outline.
- B. Video: Provide demonstration and training videos to the owner on flash drives or other owner preferred method.
  - 1. Electronic Media: Read-only format flash drive acceptable to Owner, with commercial-grade graphic label.
  - 2. File Hierarchy: Organize folder structure and file locations according to project manual table of contents. Provide complete screen-based menu.
  - 3. File Names: Utilize file names based upon name of equipment generally described in video segment, as identified in Project specifications.
  - 4. Contractor and Installer Contact File: Using appropriate software, create a file for inclusion on the Equipment Demonstration and Training DVD that describes the following for each Contractor involved on the Project, arranged according to Project table of contents:
    - a. Name of Contractor/Installer.
    - b. Business address.
    - c. Business phone number.
    - d. Point of contact.
    - e. E-mail address.
- C. Recording: Mount camera on tripod before starting recording, unless otherwise necessary to adequately cover area of demonstration and training. Display continuous running time.
  - 1. Film training session(s) in segments not to exceed 15 minutes.
    - a. Produce segments to present a single significant piece of equipment per segment.
    - b. Organize segments with multiple pieces of equipment to follow order of Project Manual table of contents.
    - c. Where a training session on a particular piece of equipment exceeds 15 minutes, stop filming and pause training session. Begin training session again upon commencement of new filming segment.

- D. Light Levels: Verify light levels are adequate to properly light equipment. Verify equipment markings are clearly visible prior to recording.
  - 1. Furnish additional portable lighting as required.
- E. Narration: Describe scenes on video recording by audio narration by microphone while video recording is recorded. Include description of items being viewed.
- F. Transcript: Provide a transcript of the narration. Display images and running time captured from videotape opposite the corresponding narration segment.
- G. Preproduced Video Recordings: Provide video recordings used as a component of training modules in same format as recordings of live training.

END OF SECTION 017900

## SECTION 019113 - GENERAL COMMISSIONING REQUIREMENTS

### PART1 – GENERAL

#### 1.1 SUMMARY

- A. Section includes general requirements that apply to implementation of commissioning without regard to specific systems, assemblies, or components.

#### 1.2 DEFINITIONS

- A. BoD: Basis of Design. A document that records concepts, calculations, decisions, and product selections used to meet the OPR and to satisfy applicable regulatory requirements, standards, and guidelines. The document includes both narrative descriptions and lists of individual items that support the design process.
- B. Commissioning Plan: A document that outlines the organization, schedule, allocation of resources, and documentation requirements of the commissioning process.
- C. CxA: Commissioning Authority.
- D. OPR: Owner's Project Requirements. A document that details the functional requirements of a project and the expectations of how it will be used and operated. These include Project goals, measurable performance criteria, cost considerations, benchmarks, success criteria, and supporting information.
- E. Systems, Subsystems, Equipment, and Components: Where these terms are used together or separately, they shall mean "as-built" systems, subsystems, equipment, and components.

#### 1.3 COMMISSIONING TEAM

- A. Members Appointed by Contractor(s): Individuals, each having the authority to act on behalf of the entity he or she represents, explicitly organized to implement the commissioning process



through coordinated action. The commissioning team shall consist of, but not be limited to, representatives of each Contractor, including Project superintendent and subcontractors, installers, suppliers, and specialists deemed appropriate by the CxA.

B. Members Appointed by Owner:

1. CxA: The designated person, company, or entity that plans, schedules, and coordinates the commissioning team to implement the commissioning process. Owner will engage the CxA under a separate contract.
2. Representatives of the facility user and operation and maintenance personnel.
3. Architect and engineering design professionals.

1.4 OWNER'S RESPONSIBILITIES

- A. Provide the OPR documentation to the CxA and each Contractor for information and use.
- B. Assign operation and maintenance personnel and schedule them to participate in commissioning team activities.
- C. Provide the BoD documentation, prepared by Architect and approved by Owner, to the CxA and each Contractor for use in developing the commissioning plan, systems manual, and operation and maintenance training plan.

1.5 EACH CONTRACTOR'S RESPONSIBILITIES

- A. Each Contractor shall assign representatives with expertise and authority to act on its behalf and shall schedule them to participate in and perform commissioning process activities including, but not limited to, the following:
  1. Evaluate performance deficiencies identified in test reports and, in collaboration with entity responsible for system and equipment installation, recommend corrective action.
  2. Cooperate with the CxA for resolution of issues recorded in the Issues Log.
  3. Attend commissioning team meetings held on a variable basis.
  4. Integrate and coordinate commissioning process activities with construction schedule.
  5. Review and accept construction checklists provided by the CxA.
  6. Complete paper construction checklists as Work is completed and provide to the Commissioning Authority on a weekly basis.
  7. Review and accept commissioning process test procedures provided by the Commissioning Authority.
  8. Complete commissioning process test procedures.

#### 1.6 CxA'S RESPONSIBILITIES

- A. Organize and lead the commissioning team.
- B. Provide commissioning plan.
- C. Convene commissioning team meetings.
- D. Provide Project-specific construction checklists and commissioning process test procedures.
- E. Verify the execution of commissioning process activities using random sampling. The sampling rate may vary from 1 to 100 percent. Verification will include, but is not limited to, equipment submittals, construction checklists, training, operating and maintenance data, tests, and test reports to verify compliance with the OPR. When a random sample does not meet the requirement, the CxA will report the failure in the Issues Log.
- F. Prepare and maintain the Issues Log.
- G. Prepare and maintain completed construction checklist log.
- H. Witness systems, assemblies, equipment, and component startup.
- I. Compile test data, inspection reports, and certificates; include them in the systems manual and commissioning process report.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 019113

State of Michigan  
Department of Technology, Management and Budget  
Design and Construction Division  
St. Louis Correctional Facility  
Housing Unit #4 Conversion  
File No: 472/26266.CTS  
Funding Code No.: 472SLFMaintProj

Matrix Consulting Engineers, Inc.  
Project Number: 260532.00

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## SECTION 024119 - SELECTIVE DEMOLITION

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. The Work of this Section Includes:

1. Demolition and removal of selected portions of exterior or interior of building or structure and site elements.
2. Removal and salvage of existing items for delivery to Owner and removal of existing items for reinstallation.

#### 1.2 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of off-site unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and deliver to Owner as indicated.
- C. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage; prepare for reuse; and reinstall where indicated.
- D. Existing to Remain: Existing items of construction that are not to be removed.

#### 1.3 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

#### 1.4 COORDINATION

- A. Arrange selective demolition schedule so as not to interfere with Owner's operations.

## 1.5 PREINSTALLATION MEETINGS

### A. Predemolition Conference: Conduct conference at Project site.

1. Inspect and discuss condition of construction to be selectively demolished.
2. Review structural load limitations of existing structure.
3. Review and finalize selective demolition schedule and verify availability of demolition personnel, equipment, and facilities needed to make progress and avoid delays.
4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
5. Review areas where existing construction is to remain and requires protection.
6. Review and finalize protection requirements.
7. Review procedures for dust control.
8. Review storage, protection, and accounting for items to be removed for salvage or reinstallation.

## 1.6 INFORMATIONAL SUBMITTALS

### A. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property for dust control. Indicate proposed locations and construction of barriers.

### B. Schedule of Selective Demolition Activities: Indicate the following:

1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
2. Temporary interruption of utility services. Indicate how long utility services will be interrupted.
3. Coordination for shutoff, capping, and continuation of utility services.
4. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.

## 1.7 CLOSEOUT SUBMITTALS

### A. Inventory: Submit a list of items that have been removed and salvaged.

## 1.8 FIELD CONDITIONS

- ### A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- ### B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

1. Before selective demolition, Owner will remove the following items:
  - a. All loose furniture and equipment.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials:
  1. It is not expected that hazardous materials will be encountered in the Work.
    - a. Hazardous materials will be removed by Owner before start of the Work.
    - b. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- E. On-site sale of removed items or materials is not permitted.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI/ASSP A10.6 and NFPA 241.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.
- C. Verify that hazardous materials have been remediated before proceeding with building demolition operations.

### 3.2 PREPARATION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
  - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
  - 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
  - 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
  - 4. Cover and protect furniture, furnishings, and equipment that have not been removed.
- B. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location and cleaned and reinstalled in their original locations after selective demolition operations are complete.

### 3.3 UTILITY SERVICES AND BUILDING SYSTEMS

- A. Existing Services/Systems to Remain: Maintain utilities and building systems and equipment to remain and protect against damage during selective demolition operations.
  - 1. Maintain fire-protection facilities in service during selective demolition operations.
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utilities and building systems serving areas to be selectively demolished.
  - 1. Owner will arrange to shut off indicated utilities when requested by Contractor.
  - 2. Arrange to shut off utilities with utility companies.
  - 3. If disconnection of utilities and building systems will affect adjacent occupied parts of the building, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to those parts of the building.
  - 4. Remove and reinstall/salvage existing building systems, equipment, and components indicated on drawings to be removed and reinstalled or removed and salvaged:
    - a. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment and components; when appropriate, reinstall, reconnect, and make equipment operational.
    - b. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and components and deliver to Owner.

### 3.4 SALVAGE/REINSTALL

#### A. Removed and Salvaged Items:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers with label indicating elements, date of removal, quantity, and location where removed.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area on-site..
5. Protect items from damage during transport and storage.

#### B. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse.
2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

### 3.5 SELECTIVE DEMOLITION, GENERAL

#### A. General: Demolish and remove existing construction only to extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
5. Maintain fire watch during and for at least one (1) hour after flame-cutting operations.
6. Maintain adequate ventilation when using cutting torches.
7. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
8. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.



9. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
  1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed trafficways if required by authorities having jurisdiction.
  2. Use water mist and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations. Do not use water when it may damage adjacent construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.

### 3.6 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Concrete:
  1. Demolish in small sections. Using power-driven saw, cut concrete to a depth of at least **3/4 inch (19 mm)** at junctures with construction to remain. Dislodge concrete from reinforcement at perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete. Neatly trim openings to dimensions indicated.
  2. Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals using power-driven saw, and then remove concrete between saw cuts.
- B. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, and then remove masonry between saw cuts.
- C. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, and then break up and remove.
- D. Resilient Floor Coverings: Remove floor coverings and adhesive in accordance with recommendations in RFCT's "Recommended Work Practices for the Removal of Resilient Floor Coverings." Do not use methods requiring solvent-based adhesive strippers.

### 3.7 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site and recycle or dispose of them in accordance with Section 017419 "Construction Waste Management and Disposal."
  1. Do not allow demolished materials to accumulate on-site.

2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
4. Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."

B. Burning: Do not burn demolished materials.

### 3.8 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119

## SECTION 055963 - DETENTION ENCLOSURES

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section Includes:

1. Lock-Crimp rod-mesh and plate assemblies.
2. Security fasteners.

B. Related Requirements:

1. Section 099123 "Interior Painting" for field touch-up painting of detention enclosures.

#### 1.2 COORDINATION

- A. Coordinate installation of anchorages for detention enclosures. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors that are to be embedded in adjacent construction. Deliver such items to Project site in time for installation.

#### 1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

#### 1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for detention enclosures.

B. Shop Drawings: For detention enclosures.

1. Include plans, elevations, sections, and attachment details.
2. Indicate location, plan, and dimension of each detention enclosure.
3. Indicate type of steel for each detention enclosure component.

C. Samples for Verification: For each type of detention enclosure indicated.

1. Include **12-by-12-inch (305-by-305-mm)** cut-away corner section of lock-crimp-weave rod-mesh assembly, constructed of specified framing and lock-crimp-weave panel, showing fabrication techniques and workmanship.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified Installer and manufacturer.
- B. Welding certificates.
- C. Material Certificates: For tool-resisting steel indicating compliance with the performance requirements for complete test sequence in accordance with applicable ASTM standard.
- D. Material Test Reports: For tool-resisting steel, by a qualified testing agency.
- E. Mill Certificates: For tool-resisting-steel rods used in woven-rod mesh assemblies, certifying that rods were fabricated from material with same chemical and physical properties as material used to fabricate tool-resisting-steel round bars.

#### 1.6 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  1. Security Fasteners: Furnish not less than one box for every 50 boxes or fraction thereof, of each type and size of security fastener installed.
  2. Tools: Provide two sets of tools for installing and removing security fasteners.

#### 1.7 QUALITY ASSURANCE

- A. Installer Qualifications: An authorized representative who is trained and approved by manufacturer.
- B. Welding Qualifications: Qualify procedures and personnel in accordance with the following:
  1. AWS D1.1/D1.1M, "Structural Welding Code - Steel."
  2. AWS D1.3, "Structural Welding Code - Sheet Steel."

#### 1.8 FIELD CONDITIONS

- A. Field Measurements: Verify actual dimensions of construction contiguous with detention enclosures by field measurements before fabrication.

## PART 2 - PRODUCTS

### 2.1 LOCK-CRIMP ROD-MESH ASSEMBLIES

#### A. Wall System:

1. Main Framing: Formed from 1-1/2-by-1-1/2-inch (38.1 by 38.1-mm), 12 gauge angle steel, angles: ASTM A36/A36M.
2. Columns: Cold-Formed Hollow Structural Sections: ASTM A500/A500M, Grade B structural tubing.
3. Braces: Formed from 1-1/2-by-1-1/2-inch (38.1 by 38.1-mm), 12 gauge angle steel, angles: ASTM A36/A36M.
4. Lock-Crimp Rod-Mesh Panels: Formed from double crimped, 1/4-inch- (6-mm-) diameter steel rod, woven horizontally and vertically into a rigid grille with rods at 2-3/16 inches (55 mm) o.c.
  - a. Steel Rod: Homogeneous tool-resisting steel.
5. Plate and Bar: ASTM A36/A36M.

#### B. Gates:

1. Main Frame: Formed from 2-1/2-by-1-3/4-inch (63.5 by 44.45-mm) built-up tubular steel consisting of an open channel with fixed concealment plates.
2. Concealment Plates: Steel sheet, nominal 12 gauge thickness to match open channel.
3. Hardware: As specified in Section 119814 – Detention Door Hardware.

#### C. Materials:

1. Tool-Resisting-Steel Round Rods: Rods fabricated from material with same chemical and physical properties as tool-resisting-steel round bars.
2. Steel Sheet: Cold-rolled ASTM A1008/A1008M or hot-rolled ASTM A1011/A1011M, CS (Commercial Steel), Type B; suitable for exposed applications.
3. Steel Tubing: ASTM A501/A501M or ASTM A513/A513M, Type B unless otherwise indicated.

#### D. Finishes:

1. Factory prime coat.

### 2.2 ACCESSORIES

- #### A. Concealed Bolts: ASTM A307, Grade A unless otherwise indicated.

- B. Welding Rods and Bare Electrodes: Select in accordance with AWS specifications for metal alloy welded.

## 2.3 FABRICATION, GENERAL

- A. Shop Assembly: Preassemble items in shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Use connections that maintain structural value of joined pieces. Clearly mark units for reassembly and coordinated installation.
- B. Coordinate dimensions and attachment methods of detention enclosures with those of adjoining construction to produce integrated assemblies with closely fitting joints and with edges and surfaces aligned unless otherwise indicated.
- C. Shear and punch metals cleanly and accurately. Remove burrs.
- D. Form and grind edges and corners to be free of sharp edges or rough areas.
- E. Form metal in maximum lengths to minimize joints. Form sheet-metal corners to smallest radius possible without causing grain separation or otherwise impairing the Work.
- F. Weld corners and seams continuously to comply with referenced AWS standard and the following:
  - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
  - 2. Obtain fusion without undercut or overlap.
  - 3. Remove welding flux immediately.
  - 4. Finish exposed welds and surfaces smooth and blended at exposed connections so that no roughness shows after finishing and contour of welded surface matches that of adjacent surface.
  - 5. Weld before finishing components to greatest extent possible. Remove weld spatter and welding oxides from exposed surfaces by descaling or grinding.
- G. Provide for anchorage of type indicated; coordinate with supporting structure. Fabricate and space anchoring devices to secure detention enclosures rigidly in place and to support indicated loads. Build in straps, plates, and brackets as needed to support and anchor fabricated items to adjoining construction. Reinforce formed-metal units as needed to attach and support other construction.
- H. Cut, reinforce, drill, and tap detention enclosures as indicated to receive hardware, security fasteners, and similar items.
- I. Form exposed work true to line and level with accurate angles, surfaces, and straight sharp edges.

- J. Form exposed connections with hairline joints flush and smooth using concealed fasteners where possible. Use exposed security fasteners of type indicated or, if not indicated, flat-head (countersunk) security screws. Locate joints where least conspicuous.

## 2.4 FABRICATION OF LOCK-CRIMP ROD-MESH ASSEMBLIES

- A. Main Framing: Before inserting woven-rod panels, weld and grind smooth corners of angle elements.
- B. Crimp-Lock-Weave Rod Panels: Insert panels symmetrically in main framing. Extend end of each rod at least **1 inch (25 mm)** into main framing and, from inside of channel, weld into each slot where it contacts main framing.
- C. Steel Plate Panels: Weld plate to main framing with minimum **1 inch (25 mm)** welds at minimum **10 inches (254 mm)** o.c., staggered side to side and ground smooth, to form a fully enclosed tubular steel frame.
- D. Swinging Gates: Fabricate doors with framing on four sides of door from same material as adjacent panels and with **2-by-1/4-inch (51-by-6-mm)** flat steel bar astragal continuous on lock jamb. Bottom of door shall be **1-inch (25.4 mm)** above finished floor. Comply with requirements in Section 119814 "Detention Door Hardware" for detention hinges and detention locks and latches.
- E. Hardware Preparation: Mortise, reinforce, drill, and tap doors and main framings for templated hardware to comply with approved Door Hardware Schedule. Frame openings to receive detention door locks.

## 2.5 SECURITY FASTENERS

- A. Operable only by tools produced by fastener manufacturer or other licensed fabricator for use on specific type of fastener. Drive-system type, head style, material, and protective coating as required for assembly, installation, and strength, and as follows:
  - 1. Drive-System Type: Pinned Torx-Plus or Pinned Torx.
  - 2. Fastener Strength: **120,000 psi (827 MPa)**.
  - 3. Socket Button Head Fasteners:
    - a. Heat-treated alloy steel, **ASTM F835 (ASTM F835M)**.
    - b. Stainless steel, **ASTM F879 (ASTM F879M)**, Group 1 CW.
  - 4. Socket Flat Countersunk Head Fasteners:
    - a. Heat-treated alloy steel, **ASTM F835 (ASTM F835M)**.
    - b. Stainless steel, **ASTM F879 (ASTM F879M)**, Group 1 CW.

5. Socket Head Cap Fasteners:

- a. Heat-treated alloy steel, **ASTM A574** (**ASTM A574M**).
- b. Stainless steel, **ASTM F837** (**ASTM F837M**), Group 1 CW.

6. Protective Coatings for Heat-Treated Alloy Steel:

- a. Zinc and clear trivalent chromium where indicated.
- b. Zinc phosphate with oil, ASTM F1137, Grade I, or black oxide unless otherwise indicated.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of detention enclosures.
- B. Examine roughing-in for anchors to verify actual locations of detention enclosure connections before installation.
- C. Prepare written report, endorsed by Installer, listing conditions detrimental to performance of detention enclosures.
- D. Inspect anchor installations, before installing detention enclosures, to verify that anchor installations comply with requirements. Prepare inspection reports.
  - 1. Remove and replace anchors where inspections indicate that they do not comply with specified requirements. Reinspect after repairs or replacements are made.
  - 2. Perform additional inspections to determine compliance of replaced or additional work. Prepare inspection reports.
- E. Verify locations of detention enclosures with those indicated on Shop Drawings.
- F. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 INSTALLATION, GENERAL

- A. Install detention enclosures plumb, rigid, properly aligned, and securely fastened in place, complying with manufacturer's written recommendations.



- B. Fastening to In-Place Construction: Provide anchorage devices and fasteners where necessary for securing detention enclosures to in-place construction. Include threaded fasteners for inserts, security fasteners, and other connectors.
- C. Cutting, Fitting, and Placement: Obtain manufacturer's written approval for cutting, drilling, and fitting required for installing detention enclosures. Set detention enclosures accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.
- D. Provide temporary bracing or anchors in formwork for items that are to be built into adjacent construction.
- E. Fit exposed connections accurately together to form hairline joints. Weld connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations. Do not weld, cut, or abrade surfaces of exterior units that have been hot-dip galvanized after fabrication and are for bolted or screwed field connections.
- F. Field Welding: Comply with the following requirements:
  - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
  - 2. Obtain fusion without undercut or overlap.
  - 3. Remove welding flux immediately.
  - 4. Finish exposed welds and surfaces smooth and blended at exposed connections so that no roughness shows after finishing and contour of welded surface matches that of adjacent surface.

### 3.3 INSTALLATION OF LOCK-CRIMP ROD-MESH ASSEMBLIES

- A. Floor Anchorage: Fasten anchor clips to floor with **1/4-inch- (6.3-mm-)** diameter bolts with double-expansion shields.
- B. Wall and Ceiling Anchorage: Anchor continuous angle to walls with **1/4-inch- (6.3-mm-)** diameter.
- C. Fasten framing at adjacent panel members to each other with security screws.
- D. Provide steel tube posts at three-way connections. Fasten main framing to posts with **1/4-inch (6.3-mm)** fasteners at **12 inches (305 mm)** o.c.
- E. Adjust gates to operate easily without binding.

### 3.4 FIELD QUALITY CONTROL

- A. Prepare inspection reports and indicate compliance with and deviations from the Contract Documents.
- B. Remove and replace detention work if inspections indicate that work does not comply with specified requirements. Remove malfunctioning units; replace with new units.
- C. Perform additional inspections to determine compliance of replaced or additional work. Prepare inspection reports.
- D. Prepare field quality-control certification that states installed products comply with requirements in the Contract Documents.

### 3.5 CLEANING AND PROTECTION

- A. Touchup Painting:
  - 1. Immediately after erection, clean bolted connections and abraded areas of shop paint, and paint exposed areas with same material used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.
  - 2. Cleaning and touchup painting of bolted connections and abraded areas of shop paint are specified in Section 099123 "Interior Painting."
- B. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas; repair galvanizing to comply with ASTM A780/A780M.

END OF SECTION 055963

## SECTION 09 91 23 - PAINTING

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section Includes:

1. Primers.
2. Water-based finish coatings.

#### 1.2 ACTION SUBMITTALS

A. Product Data: For each type of product. Include preparation requirements and application instructions.

1. Include preparation requirements and application instructions.
2. Indicate VOC content.

B. Samples for Verification: For each type of paint system and each color and gloss of topcoat.

1. Submit Samples on rigid backing, 8 inches square.
2. Apply coats on Samples in steps to show each coat required for system.
3. Label each coat of each Sample.
4. Label each Sample for location and application area.

#### 1.3 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Paint Products: 5 percent, but not less than 1 gal. of each material and color applied.

#### 1.4 DELIVERY, STORAGE, AND HANDLING

A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.

1. Maintain containers in clean condition, free of foreign materials and residue.
2. Remove rags and waste from storage areas daily.

## 1.5 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.
- B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures of less than 5 deg F above the dew point; or to damp or wet surfaces.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Source Limitations: Obtain each paint product from single source from single manufacturer.

### 2.2 PAINT PRODUCTS, GENERAL

- A. Material Compatibility:
  - 1. Materials for use within each paint system shall be compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
  - 2. For each coat in a paint system, products shall be recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.
- B. Colors: To match Facility's existing doors and frames, and to match Facility's existing walls.

### 2.3 PRIMERS

- A. Interior/Exterior Latex Block Filler: Water-based, high-solids, emulsion coating formulated to bridge and fill porous surfaces of exterior concrete masonry units in preparation for specified subsequent coatings.
- B. Interior Latex Primer Sealer: Water-based latex sealer used on new interior plaster, concrete, and gypsum wallboard surfaces.
- C. Water-Based, Rust-Inhibitive Primer: Corrosion-resistant, water-based-emulsion primer; formulated for resistance to flash rusting when applied to cleaned, ferrous metal substrates subject to mildly corrosive environments.
- D. Water-Based Galvanized-Metal Primer: Corrosion-resistant, acrylic primer; formulated for use on cleaned/etched, exterior, galvanized metal to prepare it for subsequent water-based coatings.

## 2.4 WATER-BASED FINISH COATS

- A. Interior, Latex, Institutional Low Odor/VOC, Satin: White or colored latex paint with low-odor characteristics and a VOC of less than 10 grams per liter, for use in areas, such as hospitals and other occupied buildings, where the odor and VOC levels of conventional latex products would preclude their use.
  - 1. Gloss and Sheen Level: Gloss of 20 to 35 units at 60 degrees and minimum sheen of 35 units at 85 degrees when tested in accordance with ASTM D523.
- B. Interior, Latex, Institutional Low Odor/VOC, Semigloss: White or colored latex paint with low-odor characteristics and a VOC of less than 10 grams per liter, for use in areas, such as hospitals and other occupied buildings, where the odor and VOC levels of conventional latex products would preclude their use.
  - 1. Gloss Level: Gloss of 35 to 70 units at 60 degrees when tested in accordance with ASTM D523.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
  - 1. Concrete: 12 percent.
  - 2. Masonry (Clay and CMUs): 12 percent.
  - 3. Gypsum Board: 12 percent.
- C. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.
- D. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.
- E. Proceed with coating application only after unsatisfactory conditions have been corrected.
  - 1. Application of coating indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations applicable to substrates and paint systems indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
  - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
  - 1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
- D. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.
- E. Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces or mortar joints exceeds that permitted in manufacturer's written instructions.
- F. Steel Substrates: Remove rust, loose mill scale, and shop primer, if any. Clean using methods recommended in writing by paint manufacturer, but not less than the following:
  - 1. SSPC-SP 2.
- G. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and areas where shop paint is abraded. Paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.
- H. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.

### 3.3 INSTALLATION

- A. Apply paints according to manufacturer's written instructions.
  - 1. Use applicators and techniques suited for paint and substrate indicated.

2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
  3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
  4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
  5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.
- B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
- E. Painting Electrical, Communication, and Electronic Safety and Security Work:
1. Paint the following work where exposed in equipment rooms:
    - a. Equipment, including support structures.
    - b. Metal conduit.
  2. Paint portions of internal surfaces of metal ducts, without liner, behind air inlets and outlets that are visible from occupied spaces.

### 3.4 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
1. Do not clean equipment with free-draining water and prevent solvents, thinners, cleaners, and other contaminants from entering into waterways, sanitary and storm drain systems, and ground.
  2. Dispose of contaminants in accordance with requirements of authorities having jurisdiction.
  3. Allow empty paint cans to dry before disposal.
  4. Collect waste paint by type and deliver to recycling or collection facility.

- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

### 3.5 PAINTING SCHEDULE

- A. CMU Substrates:
  - 1. Institutional Low-Odor/VOC Latex System:
    - a. Block Filler: Interior/exterior latex block filler.
    - b. Intermediate Coat: Matching topcoat.
    - c. Topcoat: Interior, latex, institutional low odor/VOC, satin.
- B. Metal Substrates: (Posts, Panels, and Wire Mesh Infills)
  - 1. Institutional Low-Odor/VOC Latex System:
    - a. Prime Coat: Water-based rust inhibitive primer.
    - b. Intermediate Coat: Matching topcoat.
    - c. Topcoat: Interior, latex, institutional low odor/VOC, semigloss.
- C. Galvanized-Metal Substrates: (Doors, Frames, Posts, Metal Panels, and Wire Mesh Infills)
  - 1. Institutional Low-Odor/VOC Latex System:
    - a. Prime Coat: Water-based galvanized primer.
    - b. Intermediate Coat: Matching topcoat.
    - c. Topcoat: Interior, latex, institutional low odor/VOC, semigloss.

END OF SECTION 09 91 00



## SECTION 119812 - DETENTION DOORS AND FRAMES

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section Includes:

1. Detention doors.

B. Related Requirements:

1. Section 119814 "Detention Door Hardware" for door hardware for detention doors.

#### 1.2 DEFINITIONS

- A. Minimum-Thickness Steel: Indicated as the specified minimum thicknesses for base metal without coatings, in accordance with NAAMM-HMMA 803.
- B. Nominal-Thickness Stainless Steel: Indicated as the specified thicknesses for which over- and under-thickness tolerances apply, in accordance with ASTM A480/A480M.

#### 1.3 COORDINATION

- A. Coordinate installation of anchorages for detention frames. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors that are to be embedded in adjacent construction. Deliver such items to Project site in time for installation.

#### 1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

#### 1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.

1. Include construction details, material descriptions, core descriptions, label compliance, fire-resistance rating, temperature-rise ratings, and finishes for each detention door and frame type specified.

- B. Shop Drawings: In addition to requirements below, provide a schedule using same reference numbers for details and openings as those on Drawings:

1. Elevations of each door type.
2. Direction of swing or slide.
3. Inmate and non-inmate sides.
4. Details of doors, including vertical and horizontal edge details, and metal thicknesses.
5. Details of frames, including dimensioned profiles, and metal thicknesses.
6. Locations of reinforcement and preparations for hardware.
7. Details of each different wall opening condition.
8. Details of anchorages, joints, field splices, and connections.
9. Details of food-pass openings, shackle ports, speaking apertures and gun ports.
10. Details of moldings, removable stops, and glazing.
11. Details of conduits, junction boxes, and preparations for electrically operated door hardware.

- C. Samples for Verification:

1. For each type of exposed finish required, prepare Samples not less than **3 by 5 inches (76 by 127 mm)**.
2. For "Detention Doors" and "Detention Frames" subparagraphs below, prepare Samples approximately **12 by 12 inches (305 by 305 mm)** to demonstrate compliance with requirements for quality of materials and construction:
  - a. Detention Doors: Show vertical-edge, top, and bottom construction; insulation; face stiffeners; and hinge and other applied hardware reinforcement. Include separate section showing glazing if applicable.
  - b. Detention Frames: Show profile, welded corner joint, welded hinge reinforcement, grout-cover boxes, floor and wall anchors, and silencers. Include separate section showing fixed steel panels and glazing if applicable.

## 1.6 INFORMATIONAL SUBMITTALS

- A. Welding certificates.
- B. Examination reports, documenting inspection of substrates, areas, and conditions.
- C. Anchor inspection reports, documenting inspections of built-in and cast-in anchors.
- D. Field quality-control reports, documenting inspections of installed products.
  1. Field quality-control certification, signed by Contractor.
- E. Oversize Construction Certification: For assemblies required to be fire rated and exceeding limitations of labeled assemblies.

## 1.7 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. Security Fasteners: Furnish not less than one box for every 50 boxes or fraction thereof, of each type and size of security fastener installed.
  - 2. Tools: Provide two sets of tools for installing and removing security fasteners.

## 1.8 QUALITY ASSURANCE

- A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.
- B. Welding Qualifications: Qualify procedures and personnel in accordance with the following:
  - 1. AWS D1.1/D1.1M, "Structural Welding Code - Steel."
  - 2. AWS D1.3/D1.3M, "Structural Welding Code - Sheet Steel."
  - 3. AWS D1.6/D1.6M, "Structural Welding Code - Stainless Steel."

## 1.9 DELIVERY, STORAGE, AND HANDLING

- A. Deliver detention hollow-metal work palletized, packaged, or crated to provide protection during transit and Project-site storage. Do not use nonvented plastic.
- B. Store detention hollow-metal work vertically under cover at Project site with head up. Place on minimum ~~4-inch~~ (102-mm-) high wood blocking. Provide minimum ~~1/4-inch~~ (6.3-mm) space between each stacked door to permit air circulation.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Source Limitations: Obtain detention doors and frames from single source from single manufacturer.

### 2.2 DETENTION DOOR AND FRAME ASSEMBLIES

- A. Detention Door and Frame Assemblies: Provide detention door and frame assemblies that comply with the following, based on testing manufacturer's standard units in assemblies similar to those indicated for this Project:

1. Security Grade: Assemblies pass testing requirements in ASTM F1450 for security grades specified.
2. Bullet Resistance: Level 3 rated when tested in accordance with UL 752.
3. Tool-Attack Resistance: Small-tool-attack-resistance rated when tested in accordance with UL 437 and UL 1034.

- B. Detention Frames: Provide sidelight and borrowed-light detention frames that comply with ASTM F1592 and removable stop test in accordance with NAAMM-HMMA 863, based on testing manufacturer's standard units in assemblies similar to those indicated for this Project.

## 2.3 DETENTION DOORS

- A. General: Provide flush-design detention doors of seamless hollow construction, **2 inches (51 mm)** thick unless otherwise indicated. Construct detention doors with smooth, flush surfaces without visible joints or seams on exposed faces or stile edges.
1. For single-acting swinging detention doors, bevel both vertical edges **1/8 inch in 2 inches (3 mm in 51 mm)**.
- B. Core Construction: Provide one of the following core construction of same material as detention door face sheets, welded to both detention door faces:
1. Steel-Stiffened Core: **0.042-inch- (1.0-mm-)** thick, steel vertical stiffeners extending full-door height, with vertical webs spaced not more than **4 inches (102 mm)** apart, spot welded to face sheets a maximum of **3 inches (76 mm)** o.c. Fill spaces between stiffeners with insulation.
  2. Truss-Stiffened Core: **0.013-inch- (0.3-mm-)** thick, steel, truncated triangular stiffeners extending between face sheets and for full height and width of door; with stiffeners welded to face sheets not more than **3 inches (76 mm)** o.c. vertically and **2-3/4 inches (70 mm)** horizontally. Fill spaces between stiffeners with insulation.
- C. Vertical Edge Channels: **0.123-inch- (3.1-mm-)** thick, continuous channel of same material as detention door face sheets, extending full-door height at each vertical edge; welded to top and bottom channels to create a fully welded perimeter channel. Noncontiguous channel is permitted to accommodate lock-edge hardware only if lock reinforcement is welded to and made integral with channel.
- D. Top and Bottom Channels: **0.123-inch- (3.1-mm-)** thick metal channel of same material as detention door face sheets, spot welded, not more than **4 inches (102 mm)** o.c., to face sheets.
1. Reinforce top edge of detention door with **0.053-inch- (1.3-mm-)** thick closing channel, welded so channel web is flush with top door edges.
- E. Hardware Reinforcement: Fabricate reinforcing plates from same material as detention door face sheets to comply with the following minimum thicknesses:

1. Full-Mortise Hinges and Pivots: **0.187 inch (4.7 mm)** thick.
2. Maximum-Security Surface Hinges: **0.250 inch (6.3 mm)** thick.
3. Lock Fronts, Concealed Holders, and Surface-Mounted Closers: **0.093 inch (2.3 mm)** thick.
4. All Other Surface-Mounted Hardware: **0.093 inch (2.3 mm)** thick.

F. Interior Detention Doors: Construct interior doors to comply with materials, fabrication, hardware locations, hardware reinforcement, tolerances, and clearances indicated in NAAMM-HMMA 863 and as specified.

1. Security Grade 3 and 4: Provide doors with face sheets of **0.067-inch- (1.7-mm-)** minimum-thickness, metallic-coated, cold-rolled, steel.

## 2.4 MOLDINGS AND STOPS

A. Provide fixed moldings on inmate side of glazed openings and removable stops on non-inmate side.

1. Height: As required to provide minimum **1-inch (25-mm)** glass engagement, but not less than **1-1/4 inches (32 mm)**.
2. Fixed Moldings: Formed from same material as detention door and frame face sheets, but not less than **0.093 inch (2.3 mm)** thick, and spot welded to face sheets a maximum of **5 inches (127 mm)** o.c.
3. Removable Stops: Formed from **0.123-inch- (3.1-mm-)** thick angle, of same material as detention door face sheets. Secure with button head security fasteners spaced uniformly not more than **6 inches (152 mm)** o.c. and not more than **2 inches (51 mm)** from each corner, and as necessary to satisfy performance requirements. Form corners with notched or mitered hairline joints.

B. Coordinate rabbet width between fixed and removable stops with glass or panel type and installation type indicated.

## 2.5 MATERIALS

- A. Hot-Rolled Steel Sheet: ASTM A1011/A1011M, CS (Commercial Steel), Type B; free of scale, pitting, or surface defects; pickled and oiled.
- B. Cold-Rolled Steel Sheet: ASTM A1008/A1008M, CS (Commercial Steel), Type B.
- C. Metallic-Coated Steel Sheet: ASTM A653/A653M, CS (Commercial Steel), Type B; with **G60 (Z180)** zinc (galvanized) or **A60 (ZF180)** zinc-iron-alloy (galvannealed) coating designation.
- D. Stainless Steel Sheet: ASTM A240/A240M, austenitic stainless steel, Type 304.
- E. Steel Plates, Shapes, and Bars: ASTM A36/A36M.

- F. Concealed Bolts: ASTM A307, Grade A unless otherwise indicated.
- G. Welding Rods and Bare Electrodes: Select in accordance with AWS specifications for metal alloy welded.
- H. Glazing: Polycarbonate Security Glazing:
  - 1. Basis of Design - Manufacturers:
    - a. Isoclima Specialty Glass, LLC, 500 Grant Ave., East Butler, PA 16029, (866) 412-6977, [info@isoclimasg.com](mailto:info@isoclimasg.com).
    - b. Patriot Armored Systems, LLC, 140 Crystal St., Lenox Dale, MA 01242, (413) 637-1060,
    - c. Substitutions: Submit under Section 012500 Substitution Procedures.
  - 2. Laminated-Polycarbonate Security Glazing: Two or more polycarbonate sheets bonded with clear urethane interlayer that complies with ASTM C1349, Appendix X2, and has a proven record of no tendency to bubble, discolor, or lose physical and mechanical properties after fabrication and installation. Provide laminated units that comply with requirements of ASTM C1349 for maximum allowable laminating process blemishes and haze.
- I. Insulation: Slag-wool-fiber/rock-wool-fiber or glass-fiber blanket insulation. ASTM C665, Type I (unfaced); with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively; passing ASTM E136 for combustion characteristics. Minimum 1.5-lb/cu. ft. (24-kg/cu. m) density.
- J. Waterborne Asphaltic Emulsion Coating: Minimum 2.5-mil (0.06-mm) dry film thickness.

## 2.6 FABRICATION

- A. Fabricate detention doors rigid, neat in appearance, and free of defects, warp, or buckle. Accurately form metal to required sizes and profiles, with minimum radius for metal thickness. Weld exposed joints continuously; grind, fill, dress, and make smooth, flush, and invisible. Where practical, fit and assemble units in manufacturer's plant. To ensure proper assembly at Project site, clearly identify work that cannot be permanently factory assembled before shipment.
- B. Tolerances: Fabricate detention doors and frames to comply with manufacturing tolerances indicated in NAAMM-HMMA 863.
- C. Hardware Preparation: Factory prepare detention doors and frames to receive mortised hardware, including cutouts, reinforcement, mortising, drilling, and tapping, according to final Door Hardware Schedule and templates provided by detention door hardware supplier.

1. Reinforce detention doors and frames to receive surface-mounted door hardware. Drilling and tapping may be done at Project site.
2. Locate door hardware in accordance with NAAMM-HMMA 863.

D. Factory cut openings in detention doors.

E. Weld components to comply with referenced AWS standard. Weld before finishing components to greatest extent possible. Remove weld spatter and welding oxides from exposed surfaces by descaling or grinding.

## 2.7 GENERAL FINISH REQUIREMENTS

A. Comply with NAAMM-NOMMA 500, "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

B. Finish detention doors and frames after assembly.

## 2.8 METALLIC-COATED STEEL SHEET FINISHES

A. Surface Preparation: Clean surfaces with nonpetroleum solvent so surfaces are free of oil and other contaminants. After cleaning, apply a conversion coating suited to the organic coating to be applied over it. Clean welds, mechanical connections, and abraded areas and apply galvanizing repair paint, complying with SSPC-Paint 20, to comply with ASTM A780/A780M.

B. Factory Priming for Field-Painted Finish: Apply shop primer specified in "Shop Primer" Subparagraph below immediately after surface preparation and pretreatment. Apply a smooth coat of even consistency to provide a uniform dry film thickness of not less than **0.7 mil (0.02 mm)**.

1. Shop Primer: Manufacturer's or fabricator's standard, fast-curing, lead- and chromate-free primer complying with SDI A250.10 acceptance criteria; recommended by primer manufacturer for zinc-coated steel; compatible with substrate and field-applied finish paint system indicated; and providing a sound foundation for field-applied topcoats despite prolonged exposure.

## 2.9 STEEL SHEET FINISHES

A. Surface Preparation: Remove mill scale and rust, if present, from uncoated steel, complying with SSPC-SP 5/NACE No. 1, "White Metal Blast Cleaning".

B. Factory Priming for Field-Painted Finish: Apply shop primer specified in "Shop Primer" Subparagraph below immediately after surface preparation and pretreatment. Apply a smooth

coat of even consistency to provide a uniform dry film thickness of not less than **0.7 mil** (**0.02 mm**).

1. Shop Primer: Manufacturer's or fabricator's standard, fast-curing, corrosion-inhibiting, lead- and chromate-free, universal primer complying with SDI A250.10 acceptance criteria; compatible with substrate and field-applied finish paint system indicated; and providing a sound foundation for field-applied topcoats despite prolonged exposure.

## 2.10 STAINLESS STEEL FINISHES

- A. Surface Preparation: Remove tool and die marks and stretch lines, or blend into finish.
- B. Polished Finishes: Grind and polish surfaces to produce uniform finish, free of cross scratches.
  1. Run grain of directional finishes with long dimension of each piece.
  2. When polishing is completed, passivate and rinse surfaces. Remove embedded foreign matter and leave surfaces chemically clean.
  3. Directional Satin Finish: No. 4.

## 2.11 SECURITY FASTENERS

- A. Operable only by tools produced by fastener manufacturer or other licensed fabricator for use on specific fastener type. Provide drive-system type, head style, material, and protective coating as required for assembly, installation, and strength, and as follows:
  1. Drive-System Type: Pinned Torx-Plus or Pinned Torx.
  2. Fastener Strength: **120,000 psi** (**827 MPa**).
  3. Socket Button Head Fasteners:
    - a. Heat-treated alloy steel, ASTM F835.
    - b. Stainless steel, **ASTM F879** (**ASTM F879M**), Group 1 CW.
  4. Socket Flat Countersunk Head Fasteners:
    - a. Heat-treated alloy steel, ASTM F835.
    - b. Stainless steel, **ASTM F879** (**ASTM F879M**), Group 1 CW.
  5. Socket Head Cap Fasteners:
    - a. Heat-treated alloy steel, ASTM A574.
    - b. Stainless steel, **ASTM F837** (**ASTM F837M**), Group 1 CW.
  6. Protective Coatings for Heat-Treated Alloy Steel:
    - a. Zinc and clear trivalent chromium where indicated.



- b. Zinc phosphate with oil, ASTM F1137, Grade I, or black oxide unless otherwise indicated.

## 2.12 SEALANTS

- A. Polyurethane Security Sealants: Manufacturer's standard, nonsag, tamper-resistant sealant for joints with low movement, such as at control joints.
- B. Epoxy Security Sealants: Manufacturer's standard, nonsag, tamper-resistant sealant for joints with no movement, such as at perimeter of door frames and pass-through frames.

## 2.13 ACCESSORIES

- A. Concealed Bolts: ASTM A307, Grade A unless otherwise indicated.
- B. Welding Rods and Bare Electrodes: Select in accordance with AWS specifications for metal alloy welded.
- C. Pass-Through Openings: Fabricate flush openings using ~~0.093-inch-~~ (2.3-mm-) thick, interior channels of same material as detention door faces, inverted to be flush with openings, welded to inside of both face sheets and with corners fully welded. Mount deal tray midway in detention doors.
  - 1. Deal Tray: Construct deal tray with minimum 16 gauge stainless steel, form box with hat channel or channel reinforcement inside. Weld cut edges and polish to No. 4 finish. Weld or fasten to door slab.
- D. Speaking Apertures: Consist of a rectangular pattern of holes, minimum 1 inch high by 4 inches wide (25 mm high by 102 mm wide), with holes 1/4 inch (6.3 mm) in diameter. Locate holes in both face sheets directly across from each other and spaced not more than 1 inch (25 mm) o.c. vertically and horizontally. Provide ~~0.067-inch-~~ (1.7-mm-) thick, pressed-steel baffles in interior of detention door between hole patterns to prevent passage of objects.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION

- A. General: Install detention doors plumb, rigid, properly aligned, and securely fastened in place, complying with Drawings, schedules, and manufacturer's written instructions.
- B. Swinging Detention Doors: Fit non-fire-rated detention doors accurately in their frames, with the following clearances:
  - 1. Between Doors and Frames at Jambs and Head: **1/8 inch (3.2 mm)**.
  - 2. Between Edges of Pairs of Doors: **1/8 inch (3.2 mm)**.
  - 3. At Door Sills with Threshold: **3/8 inch (9.5 mm)**.
  - 4. At Door Sills without Threshold: **3/4 inch (19 mm)**.
  - 5. Between Door Bottom and Nominal Surface of Floor Covering: **1/2 inch (12.7 mm)**.
- C. Installation Tolerances: Comply with installation tolerances indicated in NAAMM-HMMA 863.
- D. Glazing: Tap Glazing:
  - 1. Position tapes on fixed stops so that, when compressed by security glazing, their exposed edges are flush with or protrude slightly above sightline of stops.
  - 2. Install tapes continuously, but not necessarily in one continuous length. Do not stretch tapes to make them fit opening.
  - 3. Cover vertical framing joints by applying tapes to heads and sills first and then to jambs. Cover horizontal framing joints by applying tapes to jambs and then to heads and sills.
  - 4. Place joints in tapes at corners of opening with adjoining lengths butted together, not lapped. Seal joints in tapes with compatible sealant approved by tape manufacturer.
  - 5. Do not remove release paper from tape until just before each glazing unit is installed.
  - 6. Apply heel bead of elastomeric sealant.
  - 7. Center security glazing in openings on setting blocks and press firmly against tape by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings.
  - 8. Apply cap bead of elastomeric sealant over exposed edge of tape.

### 3.3 FIELD QUALITY CONTROL

- A. Inspect installed products to verify compliance with requirements. Prepare inspection reports and indicate compliance with and deviations from the Contract Documents.

### 3.4 ADJUSTING AND CLEANING

- A. Final Adjustments: Check and readjust operating hardware items immediately before final inspection. Leave work in complete and proper operating condition. Remove and replace defective work, including detention doors and frames that are warped, bowed, or otherwise unacceptable.

- B. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas, and repair galvanizing to comply with ASTM A780/A780M.
- C. Prime-Coat Touchup: Immediately after erection, sand smooth rusted or damaged areas of prime coat and apply touchup of compatible air-drying primer.
  - 1. After finishing smooth field welds, apply air-drying primer.
- D. Stainless Steel Surfaces: Clean surfaces according to manufacturer's written instructions.

END OF SECTION 119812

## SECTION 119814 - DETENTION DOOR HARDWARE

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section Includes:

1. Detention hinges.
2. Mechanical detention locks and latches.
3. Switches.
4. Detention operating trim.
5. Security fasteners.

#### 1.2 COORDINATION

- A. Templates: Obtain and distribute, to the parties involved, templates for detention doors, frames, and other work specified to be factory prepared for installing detention door hardware.
- B. Electrical System Roughing-In: Coordinate layout and installation of electrically powered detention door hardware with connections to power supplies, fire-alarm system and detection devices and building control system.

#### 1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each type of detention door hardware.

B. Shop Drawings: For each type of detention door hardware.

1. Include plans, elevations, sections, and attachment details.
2. Include diagrams for power, signal, and control wiring; differentiate between manufacturer-installed and field-installed wiring for detention door hardware. Include the following:
  - a. System schematic.
  - b. Point-to-point wiring diagram, including location of connections.
  - c. Riser diagram.
  - d. Elevation of each detention door type.

3. Detail interface between electrically powered detention door hardware and fire-alarm and building control system.

- C. Detention Door Hardware Schedule: Prepared by or under the supervision of Supplier, detailing fabrication and assembly of door hardware as well as installation procedures and wiring diagrams. Coordinate the Detention Door Hardware Schedule with detention doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of detention door hardware.

1. Integrate detention door hardware indicated in "Detention Door Hardware Schedule" Article into Project's final Detention Door Hardware Schedule, and indicate complete designations of every item required for each detention door and opening.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Anchor inspection reports documenting inspections of built-in and cast-in anchors.
- B. Field quality-control reports documenting inspections of installed products.
  1. Field quality-control certification signed by Contractor and Detention Specialist.
- C. Sample warranties.

#### 1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Contracts:
  1. Maintenance service.
- B. Operation and Maintenance Data: For detention door hardware to include in emergency, operation, and maintenance manuals.
  1. In addition to items specified in Section 017823 "Operation and Maintenance Data," include the following:
    - a. Normal remote security operation.
    - b. Normal local security operation.
    - c. Emergency security operation.
    - d. Hardware schedules.
    - e. Catalog cuts for all hardware.
    - f. Templates.
- C. Warranty Documentation:
  1. Manufacturers' special warranties.

## 1.6 MAINTENANCE MATERIAL SUBMITTALS

- A. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions as needed for Owner's continued adjustment, maintenance, and removal and replacement of detention door hardware.
- B. Extra Stock Material: Furnish extra materials to Owner that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. Detention Door Hardware: Ten percent, but not less than one.
  - 2. Electrical Parts: Ten percent, but not less than one.
  - 3. Security Fasteners: Furnish not less than one box for every 50 boxes or fraction thereof, of each type and size of security fastener installed.
  - 4. Tools: Provide two sets of tools for installing and removing security fasteners.
- C. Schedule of maintenance material items.

## 1.7 QUALITY ASSURANCE

- A. Qualifications:
- B. Installers: A Detention Equipment Contractor (DEC) that employs installers and supervisors who coordinates, performs, and installs the work in this section. The following detention equipment contractors are approved to bid on this work:
  - 1. CML Security – Bloomfield, Colorado – 720-466-3650.
  - 2. Pauly Jail Building Company – Noblesville, Indiana – 317-580-0833.
  - 3. Stronghold Industries, Inc. – Racine, Wisconsin – 262-886-1077.
  - 4. Valley Security Company – Elgin, Illinois -847-888-9972.
  - 5. Non-pre-qualified detention equipment contractors intending to submit a bid on the work specified in this section shall provide to the Architect and Owner the following information within fourteen (14) days of the bid:
    - a. Provide a statement that the firm has been in business under its current name for a minimum of six (6) continuous years.
    - b. Provide a list of all employees with managerial capacity stating their years of experience.
    - c. Submit a complete list of all projects completed within the past five (5) years under the detention equipment contractor's current name. Provide the following information:
      - 1) Project name, Owner, Owner's address and telephone number.
      - 2) Architect's name, address and telephone number.
      - 3) General Contractor and/or Construction Manager's name, address and telephone number.
      - 4) Total value of the contract or purchase order.

- 5) Completion date.
- d. Submit a complete list of all projects currently in progress under the detention equipment contractor's current name. Provide the following information:
  - 1) Project name, Owner, Owner's address and telephone number.
  - 2) Architect's name, address and telephone number.
  - 3) General Contractor and/or Construction Manager's name, address and telephone number.
  - 4) Total value of the contract or purchase order.
  - 5) Scheduled completion date.
- e. Provide an audited or reviewed financial statement from a Certified Public Accounting Firm for the past two (2) years.
- f. Submit a list of all jobs in which the detention equipment contractor has been involved in litigation and/or arbitration and the status of the action.
- g. Submit a letter that the detention equipment company or any of its employees in management or ownership positions have not filed bankruptcy or receivership with respect to any companies with which they have previously been involved.
- h. Provide a letter that the detention equipment company will pay Michigan prevailing wages on this project and that all work will be installed by its own employees.
6. Any additional approved detention equipment company will be notified by addendum issued no later than five (5) days prior to the bid date. Verbal approval will not be granted.
7. Suppliers: Detention Door Hardware Supplier with warehousing facilities in Project's vicinity who is, or employs, a qualified Architectural Hardware Consultant, available during the course of the Work to consult with Contractor, Architect, and Owner about detention door hardware and keying.
  - a. Detention Door Hardware Supplier Qualifications: An experienced Detention Door Hardware Supplier who has completed projects with electrically powered detention door hardware similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance, and who is acceptable to manufacturer of primary materials.
8. Architectural Hardware Consultant Qualifications: A person who is currently certified by DHI as an Architectural Hardware Consultant and who is experienced in providing consulting services for detention door hardware installations that are comparable in material, design, and extent to that indicated for this Project.
  - a. Architectural Hardware Consultant (AHC) who is also an Electrified Hardware Consultant (EHC).

#### 1.8 DELIVERY, STORAGE, AND HANDLING

- A. Inventory detention door hardware on receipt and provide secure lockup for detention door hardware delivered to Project site.

- B. Tag each item or package separately with identification related to the Detention Door Hardware Schedule, and include basic installation instructions with each item or package.

## 1.9 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of detention door hardware that fail in materials or workmanship within specified warranty period.
  - 1. Failures include, but are not limited to, the following:
    - a. Faulty operation of operators and detention door hardware.
    - b. Deterioration of metals, metal finishes, and other materials beyond normal weathering or use.
  - 2. Warranty Period: Three years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Swinging Detention Gate Assemblies: Provide detention door hardware as part of a detention door assembly that complies with security grade indicated, when tested in accordance with ASTM F1450, based on testing manufacturer's standard units in assemblies similar to those indicated for this Project.
  - 1. Tool-Attack Resistance: Comply with small-tool-attack-resistance rating when tested in accordance with UL 1034 and UL 437; where indicated in Detention Door Hardware Schedule.

### 2.2 DETENTION DOOR HARDWARE, GENERAL

- A. Provide detention door hardware for each door as scheduled in "Detention Door Hardware Schedule" Article to comply with requirements in this Section.
  - 1. Detention Door Hardware Sets: Provide quantity, item, size, finish, or color indicated.
  - 2. Sequence of Operation: Provide electrically powered detention door hardware function, sequence of operation, and interface with other building control systems indicated.
  - 3. Include all accessories and fasteners required for a complete installation.
- B. Electrically Powered Detention Door Hardware: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.



- C. Detention Door Hardware Control and Monitoring: Provide detention door hardware with features, functions, and internal equipment required to perform control and monitoring functions, even though the system may not be hooked up at this time.
- D. Obtain mechanical detention door hardware from same manufacturer as that of electrically powered or pneumatic detention door hardware.

## 2.3 DETENTION HINGES

- A. Full Mortise Hinges: Heavy weight; with welded hospital tips and two concealed maintenance-free ball bearings; fabricated from cast stainless steel; with integral security stud and non-removable stainless steel hinge pin.
  - 1. Basis of Design: Hager BB1199NRP
  - 2. Leaves: Drilled to ANSI/BHMA A156.7 template dimensions for countersunk security fasteners.
  - 3. Size: Minimum 4-1/2 by 4-1/2 by 3/16 inch.
  - 4. Security Grade: 1 in accordance with ASTM F1758.
  - 5. Finish: ANSI/BHMA 630.
- B. Full Surface Hinges: Heavy weight; fabricated from cold rolled steel; with integral security stud and welded-in-place steel hinge pin with anti-friction bearings.
  - 1. Leaves: Drilled to ANSI/BHMA A156.7 template dimensions for countersunk security fasteners.
  - 2. Size: To fit gate frame and weight.
  - 3. Security Grade: 3 in accordance with ASTM F1758.
  - 4. Finish: Primed for painting.

## 2.4 MECHANICAL DETENTION LOCKS AND LATCHES

- A. Lock Mountings:
  - 1. Rod Mesh Detention Gates: Mount detention lock to front face of steel enclosure fasten to flat plate enclosure on rod mesh detention gate; cover with 0.179-inch (4.56-mm) nominal-thickness steel plate. Attach plate with security fasteners.
- B. Institutional Mortise Locksets:
  - 1. Function: Functions and keying, in accordance with ASTM F1577, as indicated in detention door hardware sets.
  - 2. Cylinder: To match Facility's existing 7-pin interchangeable cores. Special keyway pattern to be given to successful contractor for ordering.
  - 3. Latchbolt: 1-1/8-inch-high by 3/4-inch-thick stainless steel; 3/4-inch throw.

4. Deadbolt: 1-1/4-inch-high by 3/4-inch- thick stainless steel; 1-inch throw.
5. Faceplate: Stainless steel.
6. Strike: Stainless steel.
7. Listed and labeled for use on fire doors.
8. Security Grade: 1 or 2 in accordance with ASTM F1577.

C. Swing Gate Lockset:

1. Basis of Design: Adams Rite MS1850SN450. Commercial cylinder to hold the existing removable lock cores. Furnish cylinder. Facility will furnish pre-keyed core for installation.

## 2.5 DETENTION CYLINDERS AND KEYING

- A. Source Limitations: Subject to compliance with requirements, provide cylinders and keying for high-security cylinders by same manufacturer as that the Facility currently uses.
- B. High-Security Cylinders: Manufacturer's standard pin-tumbler type; body constructed from brass or bronze, stainless steel, or nickel silver; with stainless steel tumblers and engaging cylinder balls; complying with the following:
  1. Number of Pins: Seven.
  2. Mortise Type: Threaded cylinders with rings and straight- or clover-type cam.
    - a. High-Security Grade: Listed and labeled as complying with pick- and drill-resistant testing requirements in UL 437 (Suffix A).
  3. Finish: ANSI/BHMA 630.

## 2.6 DETENTION OPERATING TRIM

- A. Standard: ANSI/BHMA A156.6, Grade 1.
- B. Surface-Mounted Door Pulls: 8-3/4-inch (222-mm) overall length and 2-1/4-inch (57-mm) projection; attach to door with two security fasteners.
  1. Material: Cast stainless steel with ANSI/BHMA 630 finish.

## 2.7 FABRICATION

- A. Manufacturer's Nameplate: Do not provide products that have manufacturer's name or trade name displayed in a visible location (omit removable nameplates) except in conjunction with required fire-rated labels and as otherwise approved by Architect.

- B. Base Metals: Produce detention door hardware units of base metal, fabricated by forming method indicated, using manufacturer's standard metal alloy, composition, temper, and hardness. Furnish metals of a quality equal to or greater than that of specified detention door hardware units and ANSI/BHMA A156.18 finishes.
- C. Fasteners: Provide flat-head security fasteners with finished heads to match surface of detention door hardware.
  - 1. Security Fasteners: Fabricate detention door hardware using security fasteners with head style appropriate for fabrication requirements, strength, and finish of adjacent materials. Provide stainless steel security fasteners in stainless steel materials.
  - 2. Concealed Fasteners: For detention door hardware units that are exposed when detention door is closed, except for units already specified with concealed fasteners. Do not use through bolts for installation where bolt head or nut on opposite face is exposed unless it is the only means of securely attaching detention door hardware. Where using through bolts on hollow-metal detention door and frame construction, provide sleeves for each through bolt.
  - 3. Steel Machine Screws: For the following fire-rated applications:
    - a. Mortise detention hinges to detention doors.
    - b. Strike plates to detention frames.
    - c. Security door closers to detention doors and frames.
  - 4. Steel Through Bolts: For the following fire-rated applications unless door blocking is provided:
    - a. Surface detention hinges to detention doors.
    - b. Security door closers to detention doors and frames.
  - 5. Spacers Bolts: For through bolting of hollow-metal detention doors.
- D. Detention Lock Construction: Fabricate detention lock case and cover plate from steel plate. Fabricate bolts from solid sections; laminated construction is unacceptable.

## 2.8 HARDWARE FINISHES

- A. Standard: Comply with ANSI/BHMA A156.18.
- B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. ANSI/BHMA Designations: Comply with base material and finish requirements indicated by the following:
  - 1. ANSI/BHMA 626: Satin chromium plated over nickel, over brass or bronze base metal.

2. ANSI/BHMA 630: Stainless steel, satin, over stainless steel base metal.
3. ANSI/BHMA 652: Satin chromium plated over nickel, over steel base metal.

## 2.9 SECURITY FASTENERS

- A. Operable only by tools produced by fastener manufacturer or other licensed fabricator for use on specific fastener type. Provide drive-system type, head style, material, and protective coating as required for assembly, installation, and strength, and as follows:
1. Drive-System Type: Pinned Torx-Plus or Pinned Torx.
  2. Fastener Strength: 120,000 psi (827 MPa).
  3. Socket Button Head Fasteners:
    - a. Heat-treated alloy steel, ASTM F835.
    - b. Stainless steel, ASTM F879 (ASTM F879M), Group 1 CW.
  4. Socket Flat Countersunk Head Fasteners:
    - a. Heat-treated alloy steel, ASTM F835.
    - b. Stainless steel, ASTM F879 (ASTM F879M), Group 1 CW.
  5. Socket Head Cap Fasteners:
    - a. Heat-treated alloy steel, ASTM A574.
    - b. Stainless steel, ASTM F837 (ASTM F837M), Group 1 CW.
  6. Protective Coatings for Heat-Treated Alloy Steel:
    - a. Zinc and clear trivalent chromium where indicated.
    - b. Zinc phosphate with oil, ASTM F1137/F1137M, Grade I, or black oxide unless otherwise indicated.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine detention doors and frames, with Installer present, for compliance with requirements for installation tolerances, labeled fire door assembly construction, wall and floor construction, and other conditions affecting performance of the Work.
- B. Examine roughing-in for embedded and built-in anchors to verify actual locations of detention door hardware connections before detention door hardware installation.

- C. Inspect built-in and cast-in anchor installations, before installing detention door hardware, to verify that anchor installations comply with requirements. Prepare inspection reports.
  - 1. Remove and replace anchors where inspections indicate that they do not comply with specified requirements. Reinspect after repairs or replacements are made.
  - 2. Perform additional inspections to determine compliance of replaced or additional work.
- D. Verify locations of detention door hardware with those indicated on Shop Drawings.
- E. Examine roughing-in for electrical power[ **and pneumatic**] systems to verify actual locations of connections before detention door hardware installation.
- F. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Steel Detention Doors and Frames: Comply with ANSI/BHMA A156.115 Series.
  - 1. Surface-Applied Detention Door Hardware: Drill and tap detention doors and frames in accordance with ANSI/SDI A250.6.

### 3.3 INSTALLATION OF DETENTION DOOR HARDWARE

- A. Mounting Heights: Mount detention door hardware units at heights indicated in DHI's "Recommended Locations for Builders' Hardware for Custom Steel Doors and Frames".
- B. Install each detention door hardware item to comply with Shop Drawings and manufacturer's written instructions. Where cutting and fitting are required to install detention door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work. Do not install surface-mounted items until finishes have been completed on substrates involved.
  - 1. Set units level, plumb, and true to line and location. Adjust and reinforce attachment substrates as necessary for proper installation and operation.
  - 2. Drill and countersink units that are not factory prepared for anchorage fasteners. Space fasteners and anchors in accordance with industry standards.
- C. Hinge Installation:
  - 1. Security Fasteners: Provide socket flat countersunk head machine screws; finish screw heads to match surface of detention hinges. Install into drilled and tapped holes.
- D. Install interconnecting wiring and connectors between detention door hardware devices. Terminate device wiring for detention door hardware installed in swinging doors at a plug-type connector located in lock pocket or door frame junction box.

- E. Security Fasteners: Install detention door hardware using security fasteners with head style appropriate for installation requirements, strength, and finish of adjacent materials.

### 3.4 FIELD QUALITY CONTROL

- A. Inspect installed products to verify compliance with requirements. Prepare inspection reports and indicate compliance with and deviations from the Contract Documents.
- B. Tests and inspections:
  - 1. After installing electrically powered detention door hardware and after electrical circuitry has been energized, test detention door hardware for compliance with requirements.
  - 2. Verify that lock bolts engage strikes with required bolt projection.
  - 3. Verify that detention door hardware is installed, connected, and adjusted in accordance with the Contract Documents.
  - 4. Verify that electrical wiring installation complies with manufacturer's submittal and written installation requirements.
- C. Detention work will be considered defective if it does not pass tests and inspections.
- D. Perform additional inspections to determine compliance of replaced or additional work.
- E. Prepare field quality-control certification, endorsed by Detention Specialist, that states installed products comply with requirements in the Contract Documents.
- F. Prepare test and inspection reports.

### 3.5 ADJUSTING

- A. Adjust and check each operating item of detention door hardware and each detention door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust detention door-control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.
  - 1. Strikes: Adjust horizontal and vertical alignment of keeper to properly engage lock bolt.

### 3.6 CLEANING AND PROTECTION

- A. Clean adjacent surfaces soiled by detention door hardware installation.
- B. Clean operating items as necessary to restore proper function and finish.

- C. Provide final protection and maintain conditions that ensure that detention door hardware is without damage or deterioration at time of Substantial Completion.

### 3.7 DEMONSTRATION

- A. Train Owner's maintenance personnel to adjust, operate, and maintain detention door hardware and detention door hardware finishes.

### 3.8 DETENTION DOOR HARDWARE SCHEDULE

- A. General: Provide detention door hardware for each detention door to comply with requirements in this Section and with detention door hardware sets indicated below.

- 1. Gates:

- a. Heavy-duty surface hinges – finish US26D
- b. Swing Gate Lockset – finish US26D
- c. Cylinder – finish US26D
- d. Door Pull – finish US 26D

- 2. Medical Room Door:

- a. 3 mortised hinges – finish US26D.
- b. Mechanical Lockset – function: outside lever fixed, key from outside unlocks deadlock and latch, key throws deadlock; inside lever always active and operates deadlock and latch for immediate exit, thumbturn throws deadlock. (Schlage L9460 with XL11-886); finish US26D.
- c. Cylinder – finish US26D.
- d. Closer – cover finish: silver-gray or US26D.

END OF SECTION 119814

## SECTION 220500 – COMMON WORK RESULTS FOR PLUMBING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Piping materials and installation instructions common to most piping systems.
  - 2. Transition fittings.
  - 3. Dielectric fittings.
  - 4. Mechanical sleeve seals.
  - 5. Sleeves.
  - 6. Escutcheons.
  - 7. Grout.
  - 8. Mechanical demolition.
  - 9. Equipment installation requirements common to equipment sections.
  - 10. Painting and finishing.
  - 11. Supports and anchorages.

#### 1.3 DEFINITIONS

- A. Finished Spaces: Spaces other than mechanical and electrical equipment rooms, furred spaces, pipe and duct shafts, unheated spaces immediately below roof, spaces above ceilings, unexcavated spaces, crawlspace, and tunnels.
- B. Exposed, Interior Installations: Exposed to view indoors. Examples include finished occupied spaces and mechanical equipment rooms.
- C. Exposed, Exterior Installations: Exposed to view outdoors or subject to outdoor ambient temperatures and weather conditions. Examples include rooftop locations.
- D. Concealed, Interior Installations: Concealed from view and protected from physical contact by building occupants. Examples include above ceilings and in duct shafts.



- E. Concealed, Exterior Installations: Concealed from view and protected from weather conditions and physical contact by building occupants but subject to outdoor ambient temperatures. Examples include installations within unheated shelters.
- F. The following are industry abbreviations for plastic materials:
  - 1. ABS: Acrylonitrile-butadiene-styrene plastic.
  - 2. CPVC: Chlorinated polyvinyl chloride plastic.
  - 3. PE: Polyethylene plastic.
  - 4. PVC: Polyvinyl chloride plastic.
- G. The following are industry abbreviations for rubber materials:
  - 1. EPDM: Ethylene-propylene-diene terpolymer rubber.
  - 2. NBR: Acrylonitrile-butadiene rubber.

#### 1.4 SUBMITTALS

- A. Product Data: For the following:
  - 1. Transition fittings.
  - 2. Dielectric fittings.
  - 3. Mechanical sleeve seals.
  - 4. Escutcheons.
- B. Welding certificates.
- C. Operation and Maintenance Data: At the end of the project the contractor shall submit two paper copies of the Operation and Maintenance Data to the owner in three ring binders with the project title and contractor's contact information.
- D. Project Record Documents: Throughout the project the contractor shall keep a running record of as-builts showing deviations from the plans. At the end of the project the contractor shall submit one clean hand sketch set of documents to the owner.

#### 1.5 QUALITY ASSURANCE

- A. Steel Support Welding: Qualify processes and operators according to AWS D1.1, "Structural Welding Code--Steel."
- B. Steel Pipe Welding: Qualify processes and operators according to ASME Boiler and Pressure Vessel Code: Section IX, "Welding and Brazing Qualifications."
  - 1. Comply with provisions in ASME B31 Series, "Code for Pressure Piping."

2. Certify that each welder has passed AWS qualification tests for welding processes involved and that certification is current.

- C. Electrical Characteristics for Mechanical Equipment: Equipment of higher electrical characteristics may be furnished provided such proposed equipment is approved in writing and connecting electrical services, circuit breakers, and conduit sizes are appropriately modified. If minimum energy ratings or efficiencies are specified, equipment shall comply with requirements.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver pipes and tubes with factory-applied end caps. Maintain end caps through shipping, storage, and handling to prevent pipe end damage and to prevent entrance of dirt, debris, and moisture.
- B. Store plastic pipes protected from direct sunlight. Support to prevent sagging and bending.

#### 1.7 COORDINATION

- A. Arrange for pipe spaces, chases, slots, and openings in building structure during progress of construction, to allow for mechanical installations.
- B. Coordinate installation of required supporting devices and set sleeves in poured-in-place concrete and other structural components as they are constructed.
- C. Coordinate requirements for access panels and doors for mechanical items requiring access that are concealed behind finished surfaces. Access panels and doors are specified in Division 8 Section "Access Doors and Frames."
- D. Drawings are diagrammatical and do not necessarily show all fittings required to meet field conditions and coordination requirements with other trades. The contractor is responsible for making adjustments in the routing and elevations to meet the job requirements and maintaining required slopes as required for each system.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. In other Part 2 articles where subparagraph titles below introduce lists, the following requirements apply for product selection:

1. Manufacturers: Subject to compliance with requirements, provide products by the manufacturers specified.

## 2.2 PIPE, TUBE, AND FITTINGS

- A. Refer to individual Division 22 piping Sections for pipe, tube, and fitting materials and joining methods.
- B. Pipe Threads: ASME B1.20.1 for factory-threaded pipe and pipe fittings.

## 2.3 JOINING MATERIALS

- A. Refer to individual Division 22 piping Sections for special joining materials not listed below.
- B. Pipe-Flange Gasket Materials: Suitable for chemical and thermal conditions of piping system contents.
  1. ASME B16.21, nonmetallic, flat, asbestos-free, 1/8-inch maximum thickness unless thickness or specific material is indicated.
    - a. Full-Face Type: For flat-face, Class 125, cast-iron and cast-bronze flanges.
    - b. Narrow-Face Type: For raised-face, Class 250, cast-iron and steel flanges.
  2. AWWA C110, rubber, flat face, 1/8 inch thick, unless otherwise indicated; and full-face or ring type, unless otherwise indicated.
- C. Flange Bolts and Nuts: ASME B18.2.1, carbon steel, unless otherwise indicated.
- D. Plastic, Pipe-Flange Gasket, Bolts, and Nuts: Type and material recommended by piping system manufacturer, unless otherwise indicated.
- E. Solder Filler Metals: ASTM B 32, lead-free alloys. Include water-flushable flux according to ASTM B 813.
- F. Brazing Filler Metals: AWS A5.8, BCuP Series, copper-phosphorus alloys for general-duty brazing, unless otherwise indicated; and AWS A5.8, BAg1, silver alloy for refrigerant piping, unless otherwise indicated.
- G. Welding Filler Metals: Comply with AWS D10.12 for welding materials appropriate for wall thickness and chemical analysis of steel pipe being welded.
- H. Solvent Cements for Joining Plastic Piping:
  1. ABS Piping: ASTM D 2235.

2. CPVC Piping: ASTM F 493.
3. PVC Piping: ASTM D 2564. Include primer according to ASTM F 656.
4. PVC to ABS Piping Transition: ASTM D 3138.

## 2.4 TRANSITION FITTINGS

- A. AWWA Transition Couplings: Same size as, and with pressure rating at least equal to and with ends compatible with, piping to be joined.

1. Manufacturers:
  - a. Cascade Waterworks Mfg. Co.
  - b. Dresser Industries, Inc.; DMD Div.
  - c. Ford Meter Box Company, Incorporated (The); Pipe Products Div.
  - d. JCM Industries.
  - e. Smith-Blair, Inc.
  - f. Viking Johnson.
2. Underground Piping NPS 1-1/2 and Smaller: Manufactured fitting or coupling.
3. Underground Piping NPS 2 and Larger: AWWA C219, metal sleeve-type coupling.
4. Aboveground Pressure Piping: Pipe fitting.

- B. Plastic-to-Metal Transition Fittings: CPVC and PVC one-piece fitting with manufacturer's Schedule 80 equivalent dimensions; one end with threaded brass insert, and one solvent-cement-joint end.

1. Manufacturers:
  - a. Eslon Thermoplastics.

- C. Plastic-to-Metal Transition Adaptors: One-piece fitting with manufacturer's SDR 11 equivalent dimensions; one end with threaded brass insert, and one solvent-cement-joint end.

1. Manufacturers:
  - a. Thompson Plastics, Inc.

- D. Plastic-to-Metal Transition Unions: MSS SP-107, CPVC and PVC four-part union. Include brass end, solvent-cement-joint end, rubber O-ring, and union nut.

1. Manufacturers:
  - a. NIBCO INC.
  - b. NIBCO, Inc.; Chemtrol Div.

- E. Flexible Transition Couplings for Underground Nonpressure Drainage Piping: ASTM C 1173 with elastomeric sleeve ends same size as piping to be joined, and corrosion-resistant metal band on each end.

- 1. Manufacturers:

- a. Cascade Waterworks Mfg. Co.
- b. Fernco, Inc.
- c. Mission Rubber Company.
- d. Plastic Oddities, Inc.

## 2.5 DIELECTRIC FITTINGS

- A. Description: Combination fitting of copper alloy and ferrous materials with threaded, solder-joint, plain, or weld-neck end connections that match piping system materials.
- B. Insulating Material: Suitable for system fluid, pressure, and temperature.
- C. Dielectric Unions: Factory-fabricated, union assembly, for 250-psig minimum working pressure at 180 deg F.

- 1. Manufacturers:

- a. Capitol Manufacturing Co.
- b. Central Plastics Company.
- c. Eclipse, Inc.
- d. Epco Sales, Inc.
- e. Hart Industries, International, Inc.
- f. Watts Industries, Inc.; Water Products Div.
- g. Zurn Industries, Inc.; Wilkins Div.

- D. Dielectric Flanges: Factory-fabricated, companion-flange assembly, for 150 or 300-psig minimum working pressure as required to suit system pressures.

- 1. Manufacturers:

- a. Capitol Manufacturing Co.
- b. Central Plastics Company.
- c. Epco Sales, Inc.
- d. Watts Industries, Inc.; Water Products Div.

- E. Dielectric-Flange Kits: Companion-flange assembly for field assembly. Include flanges, full-face- or ring-type neoprene or phenolic gasket, phenolic or polyethylene bolt sleeves, phenolic washers, and steel backing washers.

1. Manufacturers:
    - a. Advance Products & Systems, Inc.
    - b. Calpico, Inc.
    - c. Central Plastics Company.
    - d. Pipeline Seal and Insulator, Inc.
  2. Separate companion flanges and steel bolts and nuts shall have 150 or 300-psig minimum working pressure where required to suit system pressures.
- F. Dielectric Couplings: Galvanized-steel coupling with inert and noncorrosive, thermoplastic lining; threaded ends; and 300-psig minimum working pressure at 225 deg F.
1. Manufacturers:
    - a. Calpico, Inc.
    - b. Lochinvar Corp.
- G. Dielectric Nipples: Electroplated steel nipple with inert and noncorrosive, thermoplastic lining; plain, threaded, or grooved ends; and 300-psig minimum working pressure at 225 deg F.
1. Manufacturers:
    - a. Perfection Corp.
    - b. Precision Plumbing Products, Inc.
    - c. Sioux Chief Manufacturing Co., Inc.
    - d. Victaulic Co. of America.

## 2.6 MECHANICAL SLEEVE SEALS

- A. Description: Modular sealing element unit, designed for field assembly, to fill annular space between pipe and sleeve.
1. Manufacturers:
    - a. Advance Products & Systems, Inc.
    - b. Calpico, Inc.
    - c. Metraflex Co.
    - d. Pipeline Seal and Insulator, Inc.
  2. Sealing Elements: EPDM or NBR interlocking links shaped to fit surface of pipe. Include type and number required for pipe material and size of pipe.
  3. Pressure Plates: Plastic, Carbon steel or Stainless steel. Include two for each sealing element.

4. Connecting Bolts and Nuts: Carbon steel with corrosion-resistant coating or Stainless steel of length required to secure pressure plates to sealing elements. Include one for each sealing element.

## 2.7 SLEEVES

- A. Galvanized-Steel Sheet: 0.0239-inch minimum thickness; round tube closed with welded longitudinal joint.
- B. Steel Pipe: ASTM A 53, Type E, Grade B, Schedule 40, galvanized, plain ends.
- C. Cast Iron: Cast or fabricated "wall pipe" equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.
- D. Stack Sleeve Fittings: Manufactured, cast-iron sleeve with integral clamping flange. Include clamping ring and bolts and nuts for membrane flashing.
  1. Underdeck Clamp: Clamping ring with set screws.
- E. Molded PVC: Permanent, with nailing flange for attaching to wooden forms.
- F. PVC Pipe: ASTM D 1785, Schedule 40.
- G. Molded PE: Reusable, PE, tapered-cup shaped, and smooth-outer surface with nailing flange for attaching to wooden forms.

## 2.8 ESCUTCHEONS

- A. Description: Manufactured wall and ceiling escutcheons and floor plates, with an ID to closely fit around pipe, tube, and insulation of insulated piping and an OD that completely covers opening.
- B. One-Piece, Deep-Pattern Type: Deep-drawn, box-shaped brass with polished chrome-plated finish.
- C. One-Piece, Cast-Brass Type: With set screw.
  1. Finish: Polished chrome-plated and rough brass.
- D. Split-Casting, Cast-Brass Type: With concealed hinge and set screw.
  1. Finish: Polished chrome-plated and rough brass.
- E. One-Piece, Stamped-Steel Type: With set screw or spring clips and chrome-plated finish.

- F. Split-Plate, Stamped-Steel Type: With concealed or exposed-rivet hinge, set screw or spring clips, and chrome-plated finish.
- G. One-Piece, Floor-Plate Type: Cast-iron floor plate.
- H. Split-Casting, Floor-Plate Type: Cast brass with concealed hinge and set screw.

## 2.9 GROUT

- A. Description: ASTM C 1107, Grade B, nonshrink and nonmetallic, dry hydraulic-cement grout.
  - 1. Characteristics: Post-hardening, volume-adjusting, nonstaining, noncorrosive, nongaseous, and recommended for interior and exterior applications.
  - 2. Design Mix: 5000-psi, 28-day compressive strength.
  - 3. Packaging: Premixed and factory packaged.

## PART 3 - EXECUTION

### 3.1 MECHANICAL DEMOLITION

- A. Refer to Division 1 Sections "Cutting and Patching" and "Selective Demolition" for general demolition requirements and procedures.
- B. Disconnect, demolish, and remove mechanical systems, equipment, and components indicated to be removed.
  - 1. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
  - 2. Equipment to Be Removed: Disconnect and cap services and remove equipment.
  - 3. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
- C. If pipe, insulation, or equipment to remain is damaged in appearance or is unserviceable, remove damaged or unserviceable portions and replace with new products of equal capacity and quality.

### 3.2 PIPING SYSTEMS - COMMON REQUIREMENTS

- A. Install piping according to the following requirements and Division 22 Sections specifying piping systems.



- B. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems. Indicated locations and arrangements were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations. Install piping as indicated unless deviations to layout are approved on Coordination Drawings.
- C. Install piping in concealed locations, unless otherwise indicated and except in equipment rooms and service areas.
- D. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.
- E. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal.
- F. Install piping to permit valve servicing.
- G. Install piping at indicated slopes.
- H. Install piping free of sags and bends.
- I. Install fittings for changes in direction and branch connections.
- J. Install piping to allow application of insulation.
- K. Select system components with pressure rating equal to or greater than system operating pressure.
- L. Install escutcheons for penetrations of walls, ceilings, and floors according to the following:
  - 1. New Piping:
    - a. Piping with Fitting or Sleeve Protruding from Wall: One-piece, deep-pattern type.
    - b. Chrome-Plated Piping: One-piece, cast-brass type with polished chrome-plated finish.
    - c. Insulated Piping: One-piece, stamped-steel type with spring clips.
    - d. Bare Piping at Wall and Floor Penetrations in Finished Spaces: One-piece, cast-brass type with polished chrome-plated finish.
    - e. Bare Piping at Wall and Floor Penetrations in Finished Spaces: One-piece, stamped-steel type.
    - f. Bare Piping at Ceiling Penetrations in Finished Spaces: One-piece or split-casting, cast-brass type with polished chrome-plated finish.
    - g. Bare Piping at Ceiling Penetrations in Finished Spaces: One-piece, stamped-steel type or split-plate, stamped-steel type with concealed hinge and set screw.
    - h. Bare Piping in Unfinished Service Spaces: One-piece, cast-brass type with polished chrome-plated or rough-brass finish.

- i. Bare Piping in Unfinished Service Spaces: One-piece, stamped-steel type with concealed or exposed-rivet hinge and set screw or spring clips.
  - j. Bare Piping in Equipment Rooms: One-piece, cast-brass type.
  - k. Bare Piping in Equipment Rooms: One-piece, stamped-steel type with set screw or spring clips.
  - l. Bare Piping at Floor Penetrations in Equipment Rooms: One-piece, floor-plate type.
2. Existing Piping: Use the following:
- a. Chrome-Plated Piping: Split-casting, cast-brass type with chrome-plated finish.
  - b. Insulated Piping: Split-plate, stamped-steel type with concealed or exposed-rivet hinge and spring clips.
  - c. Bare Piping at Wall and Floor Penetrations in Finished Spaces: Split-casting, cast-brass type with chrome-plated finish.
  - d. Bare Piping at Wall and Floor Penetrations in Finished Spaces: Split-plate, stamped-steel type with concealed hinge and spring clips.
  - e. Bare Piping at Ceiling Penetrations in Finished Spaces: Split-casting, cast-brass type with chrome-plated finish.
  - f. Bare Piping at Ceiling Penetrations in Finished Spaces: Split-plate, stamped-steel type with concealed hinge and set screw.
  - g. Bare Piping in Unfinished Service Spaces: Split-casting, cast-brass type with polished chrome-plated or rough-brass finish.
  - h. Bare Piping in Unfinished Service Spaces: Split-plate, stamped-steel type with concealed or exposed-rivet hinge and set screw or spring clips.
  - i. Bare Piping in Equipment Rooms: Split-casting, cast-brass type.
  - j. Bare Piping in Equipment Rooms: Split-plate, stamped-steel type with set screw or spring clips.
  - k. Bare Piping at Floor Penetrations in Equipment Rooms: Split-casting, floor-plate type.
- M. Permanent sleeves are not required for holes formed by removable PE sleeves.
- N. Install sleeves for pipes passing through concrete and masonry walls and concrete floor and roof slabs.
- O. Install sleeves for pipes passing through concrete and masonry walls, gypsum-board partitions, and concrete floor and roof slabs.
- 1. Cut sleeves to length for mounting flush with both surfaces.
    - a. Exception: Extend sleeves installed in floors of mechanical equipment areas or other wet areas 2 inches above finished floor level. Extend cast-iron sleeve fittings below floor slab as required to secure clamping ring if ring is specified.
  - 2. Install sleeves in new walls and slabs as new walls and slabs are constructed.

3. Install sleeves that are large enough to provide 1/4-inch annular clear space between sleeve and pipe or pipe insulation. Use the following sleeve materials:
  - a. PVC or Steel Pipe Sleeves: For pipes smaller than NPS 6 (DN 150).
  - b. Steel Sheet Sleeves: For pipes NPS 6 (DN 150) and larger, penetrating gypsum-board partitions.
  - c. Stack Sleeve Fittings: For pipes penetrating floors with membrane waterproofing. Secure flashing between clamping flanges. Install section of cast-iron soil pipe to extend sleeve to 2 inches above finished floor level. Refer to Division 7 Section "Sheet Metal Flashing and Trim" for flashing.

- 1) Seal space outside of sleeve fittings with grout.

4. Except for underground wall penetrations, seal annular space between sleeve and pipe or pipe insulation, using joint sealants appropriate for size, depth, and location of joint. Refer to Division 7 Section "Joint Sealants" for materials and installation.

- P. Fire-Barrier Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at pipe penetrations. Seal pipe penetrations with firestop materials. Refer to Division 7 Section "Through-Penetration Firestop Systems" for materials.
- Q. Verify final equipment locations for roughing-in.
- R. Refer to equipment specifications in other Sections of these Specifications for roughing-in requirements.

### 3.3 PIPING JOINT CONSTRUCTION

- A. Join pipe and fittings according to the following requirements and Division 22 Sections specifying piping systems.
- B. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.
- C. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.
- D. Soldered Joints: Apply ASTM B 813, water-flushable flux, unless otherwise indicated, to tube end. Construct joints according to ASTM B 828 or CDA's "Copper Tube Handbook," using lead-free solder alloy complying with ASTM B 32.
- E. Brazed Joints: Construct joints according to AWS's "Brazing Handbook," "Pipe and Tube" Chapter, using copper-phosphorus brazing filler metal complying with AWS A5.8.

- F. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full ID. Join pipe fittings and valves as follows:
  - 1. Apply appropriate tape or thread compound to external pipe threads unless dry seal threading is specified.
  - 2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged. Do not use pipe sections that have cracked or open welds.
- G. Welded Joints: Construct joints according to AWS D10.12, using qualified processes and welding operators according to Part 1 "Quality Assurance" Article.
- H. Flanged Joints: Select appropriate gasket material, size, type, and thickness for service application. Install gasket concentrically positioned. Use suitable lubricants on bolt threads.
- I. Plastic Piping Solvent-Cement Joints: Clean and dry joining surfaces. Join pipe and fittings according to the following:
  - 1. Comply with ASTM F 402 for safe-handling practice of cleaners, primers, and solvent cements.
  - 2. ABS Piping: Join according to ASTM D 2235 and ASTM D 2661 Appendixes.
  - 3. CPVC Piping: Join according to ASTM D 2846/D 2846M Appendix.
  - 4. PVC Pressure Piping: Join schedule number ASTM D 1785, PVC pipe and PVC socket fittings according to ASTM D 2672. Join other-than-schedule-number PVC pipe and socket fittings according to ASTM D 2855.
  - 5. PVC Nonpressure Piping: Join according to ASTM D 2855.
  - 6. PVC to ABS Nonpressure Transition Fittings: Join according to ASTM D 3138 Appendix.
- J. Plastic Pressure Piping Gasketed Joints: Join according to ASTM D 3139.
- K. Plastic Nonpressure Piping Gasketed Joints: Join according to ASTM D 3212.

### 3.4 PIPING CONNECTIONS

- A. Make connections according to the following, unless otherwise indicated:
  - 1. Install unions, in piping NPS 2 and smaller, adjacent to each valve and at final connection to each piece of equipment.
  - 2. Install flanges, in piping NPS 2-1/2 and larger, adjacent to flanged valves and at final connection to each piece of equipment.
  - 3. Dry Piping Systems: Install dielectric unions and flanges to connect piping materials of dissimilar metals.
  - 4. Wet Piping Systems: Install dielectric coupling and nipple fittings to connect piping materials of dissimilar metals.

### 3.5 EQUIPMENT INSTALLATION - COMMON REQUIREMENTS

- A. Install equipment to allow maximum possible headroom unless specific mounting heights are not indicated.
- B. Install equipment level and plumb, parallel and perpendicular to other building systems and components in exposed interior spaces, unless otherwise indicated.
- C. Install mechanical equipment to facilitate service, maintenance, and repair or replacement of components. Connect equipment for ease of disconnecting, with minimum interference to other installations. Extend grease fittings to accessible locations.
- D. Install equipment to allow right of way for piping installed at required slope.
- E. Install equipment per the manufacturer's recommendations. If the manufacturer's recommendations are different than shown on the construction documents or as otherwise specified contact the engineer.
- F. Contractor shall provide all equipment and associated controls required to provide a complete and operable system.
- G. The scope of work for all Division 22 sections includes all miscellaneous work needed (whether or not specified or shown on the documents) to produce a complete and fully operational system.

### 3.6 PAINTING

- A. Painting of mechanical systems, equipment, and components is specified in Architectural Section.
- B. Damage and Touchup: Repair marred and damaged factory-painted finishes with materials and procedures to match original factory finish.

### 3.7 ERECTION OF METAL SUPPORTS AND ANCHORAGES

- A. Refer to Division 5 Section "Metal Fabrications" for structural steel.
- B. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor mechanical materials and equipment.
- C. Field Welding: Comply with AWS D1.1.

3.8 GROUTING

- A. Mix and install grout for mechanical equipment base bearing surfaces, pump and other equipment base plates, and anchors.
- B. Clean surfaces that will come into contact with grout.
- C. Provide forms as required for placement of grout.
- D. Avoid air entrapment during placement of grout.
- E. Place grout, completely filling equipment bases.
- F. Place grout on concrete bases and provide smooth bearing surface for equipment.
- G. Place grout around anchors.
- H. Cure placed grout.

END OF SECTION 220500

## SECTION 220523 – GENERAL-DUTY VALVES FOR PLUMBING PIPING

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes the following general-duty valves:
  - 1. Copper-alloy ball valves.
  - 2. Gate valves.
- B. See other Sections for general-duty and specialty valves for site construction piping.

#### 1.2 SUBMITTALS

- A. Product Data: For each type of valve indicated. Include body, seating, and trim materials; valve design; pressure and temperature classifications; end connections; arrangement; dimensions; and required clearances. Include list indicating valve and its application. Include rated capacities; furnished specialties; and accessories.

#### 1.3 QUALITY ASSURANCE

- A. ASME Compliance: ASME B31.9 for building services piping valves.
- B. ASME Compliance for Ferrous Valves: ASME B16.10 and ASME B16.34 for dimension and design criteria.
- C. NSF Compliance: NSF 61 and 372 for valve materials for potable-water service.
- D. ANSI Compliance: ANSI 372
- E. Senate Bills 3874: All valves 2 inches and smaller shall be lead free with lead content less than 0.25%.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. In other Part 2 articles where subparagraph titles below introduce lists, the following requirements apply for product selection:

1. Manufacturers: Subject to compliance with requirements, provide products by the manufacturers specified.

## 2.2 VALVES, GENERAL

- A. Refer to Part 3 "Valve Applications" Article for applications of valves.
- B. Bronze Valves: NPS 2 and Smaller: Threaded ends, unless otherwise indicated.
- C. Brass Valves: NPS 2 and Smaller: Victaulic VIP Press 304™ ends, unless otherwise indicated
- D. Ferrous Valves NPS 2-1/2 and Larger: Grooved or flanged ends, unless otherwise indicated.
- E. Valve Pressure and Temperature Ratings: Not less than indicated and as required for system pressures and temperatures.
- F. Valve Sizes: Same as upstream pipe, unless otherwise indicated.
- G. Valve Actuators:
  1. Handwheel: For valves other than quarter-turn types.
  2. Lever Handle: For quarter-turn valves NPS 6 and smaller, except plug valves.
- H. Extended Valve Stems: On insulated valves.
- I. Valve Flanges: ASME B16.1 for cast-iron valves, ASME B16.5 for steel valves, and ASME B16.24 for bronze valves.
- J. Valve Grooved Ends: ASME/AWWA C606.
  1. Solder Joint: With sockets according to ASME B16.18.
    - a. Caution: Use solder with melting point below 840 deg F for check, gate, and globe valves; below 421 deg F for ball valves.
  2. Threaded: With threads according to ASME B1.20.1.
- K. Valve Bypass and Drain Connections: MSS SP-45.

## 2.3 COPPER-ALLOY BALL VALVES

- A. Manufacturers:
  1. One-Piece, Copper-Alloy Ball Valves:



- a. Conbraco Industries, Inc.; Apollo Div.
- b. Jenkins Valves.
- c. Stockham Valves.
- d. Grinnell Corporation.
- e. Jamesbury, Inc.
- f. NIBCO INC.
- g. Watts Industries, Inc.; Water Products Div.

2. Two-Piece, Copper-Alloy Ball Valves:

- a. Conbraco Industries, Inc.; Apollo Div.
- b. Crane Valves.
- c. Jenkins Valves.
- d. Stockham Valves.
- e. Grinnell Corporation.
- f. Hammond Valve.
- g. Jamesbury, Inc.
- h. Milwaukee Valve Company.
- i. NIBCO INC.
- j. Victaulic Company of America
- k. Watts Industries, Inc.; Water Products Div.

B. Plumbing

1. Ball Valves – 2” and Smaller (Alternate to standard port): Ball valves shall be 300 or 600# WOG, 150# SWP, 2 piece body style, full port, CP solid brass tunneled ball, reinforced Teflon seats, hex gland follower, bronze body of ASTM B584, blowout proof stem, lever handle.
2. Ball Valves – 3” and Smaller: Ball valves shall be 300 or 600# WOG, 150# SWP, 2 piece body style, STD port, CP solid brass tunneled ball, reinforced Teflon seats, hex gland follower, bronze body of ASTM B584, blowout proof stem, lever handle.

2.4 GATE VALVES

A. Manufacturers:

1. Gate Valves:

- a. Cincinnati Valve Co.
- b. Crane Co.; Crane Valve Group; Crane Valves.
- c. Crane Co.; Crane Valve Group; Jenkins Valves.
- d. Crane Co.; Crane Valve Group; Stockham Div.
- e. Grinnell Corporation.
- f. Hammond Valve.
- g. Milwaukee Valve Company.

- h. NIBCO INC.
- i. Powell, Wm. Co.
- j. Watts Industries, Inc.; Water Products Div.

B. Plumbing

- 1. Gate Valves – Up To 2 ½": Gate valves shall be class 125# SWP, 200# WOG, rising stem, threaded bonnet, solid wedge, malleable iron handwheel, body and bonnet shall be of ASTM B62 bronze, non-asbestos packing, MSS SP-80.

PART 3 - EXECUTION

3.1 VALVE APPLICATIONS

- A. If valve applications are not indicated, use the following:
  - 1. Shutoff Service: Ball or gate valves.
- B. If valves with specified SWP classes or CWP ratings are not available, the same types of valves with higher SWP class or CWP ratings may be substituted.

3.2 VALVE INSTALLATION

- A. Piping installation requirements are specified in other Division 22 Sections. Drawings indicate general arrangement of piping, fittings, and specialties.
- B. Install valves with unions or flanges at each piece of equipment arranged to allow service, maintenance, and equipment removal without system shutdown.
- 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.
- F. Provide stem extensions for ball valves being installed on insulated lines.
- G. Adjust all packing nuts after installation.

3.3 JOINT CONSTRUCTION

- A. Refer to Division 22 Section "Common Work Results for Plumbing" for basic piping joint construction.

- B. Grooved Joints: Assemble joints with keyed coupling housing, gasket, lubricant, and bolts according to coupling and fitting manufacturer's written instructions.
- C. Soldered Joints: Use ASTM B 813, water-flushable, lead-free flux; ASTM B 32, lead-free-alloy solder; and ASTM B 828 procedure, unless otherwise indicated.

### 3.4 ADJUSTING

- A. Adjust or replace valve packing after piping systems have been tested and put into service but before final adjusting and balancing. Replace valves if persistent leaking occurs.

END OF SECTION 220523

## SECTION 220529 – HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes hangers and supports for mechanical system piping and equipment.
- B. See Division 22 Section "Mechanical Vibration and Seismic Controls for Plumbing Piping and Equipment" for vibration isolation supports and hangers and seismic restraints.

#### 1.2 DEFINITIONS

- A. Terminology: As defined in MSS SP-90, "Guidelines on Terminology for Pipe Hangers and Supports."

#### 1.3 PERFORMANCE REQUIREMENTS

- A. Design channel support systems for piping to support multiple pipes capable of supporting combined weight of supported systems, system contents, and test water.
- B. Design heavy-duty steel trapezes for piping to support multiple pipes capable of supporting combined weight of supported systems, system contents, and test water.

#### 1.4 SUBMITTALS

- A. Product Data: For each type of pipe hanger, channel support system component, and thermal-hanger shield insert indicated.

#### 1.5 QUALITY ASSURANCE

- A. Welding: Qualify procedures and personnel according to AWS D1.1, "Structural Welding Code--Steel."

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. In other Part 2 articles where subparagraph titles below introduce lists, the following requirements apply for product selection:
1. Manufacturers: Subject to compliance with requirements, provide products by the manufacturers specified.

### 2.2 MANUFACTURED UNITS

- A. Pipe Hangers, Supports, and Components: MSS SP-58, factory-fabricated components.
1. Manufacturers:
    - a. AAA Technology and Specialties Co., Inc.
    - b. B-Line Systems, Inc.
    - c. Carpenter & Patterson, Inc.
    - d. Empire Tool & Manufacturing Co., Inc.
    - e. Globe Pipe Hanger Products, Inc.
    - f. Anvil International.
    - g. GS Metals Corp.
    - h. Michigan Hanger Co., Inc.
    - i. National Pipe Hanger Corp.
    - j. PHD Manufacturing, Inc.
    - k. PHS Industries, Inc.
    - l. Piping Technology & Products, Inc.
  2. Galvanized, Metallic Coatings: For piping and equipment that will not have field-applied finish.
  3. Nonmetallic Coatings: On attachments for electrolytic protection where attachments are in direct contact with copper tubing.
- B. Channel Support Systems: MFMA-2, factory-fabricated components for field assembly.
1. Manufacturers:
    - a. B-Line Systems, Inc.
    - b. Anvil International.
    - c. GS Metals Corp.
    - d. Michigan Hanger Co., Inc.
    - e. National Pipe Hanger Corp.
    - f. Thomas & Betts Corp.

- g. Unistrut Corp.
    - h. Wesanco, Inc.
  - 2. Coatings: Manufacturer's standard finish, unless bare metal surfaces are indicated.
  - 3. Nonmetallic Coatings: On attachments for electrolytic protection where attachments are in direct contact with copper tubing.
- C. Thermal-Hanger Shield Inserts: 100-psi minimum compressive-strength insulation, encased in sheet metal shield.
  - 1. Manufacturers:
    - a. Carpenter & Patterson, Inc.
    - b. Michigan Hanger Co., Inc.
    - c. PHS Industries, Inc.
    - d. Pipe Shields, Inc.
    - e. Rilco Manufacturing Co., Inc.
    - f. Value Engineered Products, Inc.
  - 2. Material for Cold Piping: ASTM C552, Type II cellular glass with 100-psi or ASTM C591, Type VI, Grade 1 polyisocyanurate with 125-psi minimum compressive strength and vapor barrier.
  - 3. Material for Hot Piping: Water-repellent-treated, ASTM C533, Type I calcium silicate with 100-psi, ASTM C552, Type II cellular glass with 100-psi, or ASTM C591, Type VI, Grade 1 polyisocyanurate with 125-psi.
  - 4. For Trapeze or Clamped System: Insert and shield cover entire circumference of pipe.
  - 5. For Clevis or Band Hanger: Insert and shield cover lower 180 degrees of pipe.
  - 6. Insert Length: Extend 2 inches beyond sheet metal shield for piping operating below ambient air temperature.

## 2.3 MISCELLANEOUS MATERIALS

- A. Mechanical-Anchor Fasteners: Insert-type attachments with pull-out and shear capacities appropriate for supported loads and building materials where used.
- B. Structural Steel: ASTM A 36/A 36M, steel plates, shapes, and bars, black and galvanized.
- C. Hanger Rods: Galvanized all-thread, ASTM A 36.
- D. Grout: ASTM C 1107, Grade B, factory-mixed and -packaged, nonshrink and nonmetallic, dry, hydraulic-cement grout.
  - 1. Characteristics: Post hardening and volume adjusting; recommended for both interior and exterior applications.
  - 2. Properties: Nonstaining, noncorrosive, and nongaseous.

3. Design Mix: 5000-psi, 28-day compressive strength.

## PART 3 - EXECUTION

### 3.1 APPLICATIONS

- A. Specific hanger requirements are specified in Sections specifying equipment and systems.
- B. Comply with MSS SP-69 for pipe hanger selections and applications that are not specified in piping system Specification Sections.
- C. Horizontal-Piping Hangers and Supports: Unless otherwise indicated and except as specified in piping system Specification Sections, install the following types:
  1. Adjustable Steel Clevis Hangers (MSS Type 1): For suspension of noninsulated or insulated stationary pipes, NPS 1/2 to NPS 30 .
  2. Carbon- or Alloy-Steel, Double-Bolt Pipe Clamps (MSS Type 3): For suspension of pipes, NPS 3/4 to NPS 24, requiring clamp flexibility and up to 4 inches of insulation.
  3. Adjustable Steel Band Hangers (MSS Type 7): For suspension of noninsulated stationary pipes, NPS 1/2 to NPS 8.
  4. U-Bolts (MSS Type 24): For support of heavy pipe, NPS 1/2 to NPS 30.
- D. Vertical-Piping Clamps: Unless otherwise indicated and except as specified in piping system Specification Sections, install the following types:
  1. Extension Pipe or Riser Clamps (MSS Type 8): For support of pipe risers, NPS 3/4 to NPS 20.
  2. Carbon- or Alloy-Steel Riser Clamps (MSS Type 42): For support of pipe risers, NPS 3/4 to NPS 20, if longer ends are required for riser clamps.
- E. Hanger-Rod Attachments: Unless otherwise indicated and except as specified in piping system Specification Sections, install the following types:
  1. Steel Turnbuckles (MSS Type 13): For adjustment up to 6 inches for heavy loads.
  2. Steel Clevises (MSS Type 14): For 120 to 450 deg F piping installations.
- F. Building Attachments: Unless otherwise indicated and except as specified in piping system Specification Sections, install the following types:
  1. Steel or Malleable Concrete Inserts (MSS Type 18): For upper attachment to suspend pipe hangers from concrete ceiling.
  2. Top-Beam C-Clamps (MSS Type 19): For use under roof installations with bar-joist construction to attach to top flange of structural shape.

3. Side-Beam or Channel Clamps (MSS Type 20): For attaching to bottom flange of beams, channels, or angles.
  4. Center-Beam Clamps (MSS Type 21): For attaching to center of bottom flange of beams.
  5. Welded Beam Attachments (MSS Type 22): For attaching to bottom of beams if loads are considerable and rod sizes are large.
  6. C-Clamps (MSS Type 23): For structural shapes.
  7. Welded-Steel Brackets: For support of pipes from below or for suspending from above by using clip and rod. Use one of the following for indicated loads:
    - a. Light (MSS Type 31): 750 lb.
    - b. Medium (MSS Type 32): 1500 lb.
    - c. Heavy (MSS Type 33): 3000 lb.
  8. Side-Beam Brackets (MSS Type 34): For sides of steel or wooden beams.
  9. Plate Lugs (MSS Type 57): For attaching to steel beams if flexibility at beam is required.
- G. Saddles and Shields: Unless otherwise indicated and except as specified in piping system Specification Sections, install the following types:
1. Steel Pipe-Covering Protection Saddles (MSS Type 39): To fill interior voids with insulation that matches adjoining insulation.
  2. Protection Shields (MSS Type 40): Of length recommended by manufacturer to prevent crushing insulation.
  3. Thermal-Hanger Shield Inserts: For supporting insulated pipe.
- H. Spring Hangers and Supports: Unless otherwise indicated and except as specified in piping system Specification Sections, install the following types:
1. Spring Cushions (MSS Type 48): For light loads if vertical movement does not exceed 1-1/4 inches.
  2. Spring-Cushion Roll Hangers (MSS Type 49): For equipping Type 41 roll hanger with springs.
  3. Variable-Spring Base Supports (MSS Type 52): Preset to indicated load and limit variability factor to 25 percent to absorb expansion and contraction of piping system from base support.

### 3.2 INSTALLATION

- A. Pipe Hanger and Support Installation: Comply with MSS SP-69 and MSS SP-89. Install hangers, supports, clamps, and attachments as required to properly support piping from building structure.
- B. Channel Support System Installation: Arrange for grouping of parallel runs of piping and support together on field-assembled channel systems. Field assemble and install according to manufacturer's written instructions.



- C. Heavy-Duty Steel Trapeze Installation: Arrange for grouping of parallel runs of horizontal piping and support together on field-fabricated, heavy-duty trapezes. Support pipes of various sizes together and space trapezes for smallest pipe size or install intermediate supports for smaller diameter pipes as specified above for individual pipe hangers. Field fabricate from ASTM A 36/A 36M, steel shapes selected for loads being supported. Weld steel according to AWS D1.1.
- D. Install building attachments within concrete slabs or attach to structural steel. Space attachments within maximum piping span length indicated in MSS SP-69. Install additional attachments at concentrated loads, including valves, flanges, guides, strainers, and expansion joints, and at changes in direction of piping. Install concrete inserts before concrete is placed; fasten inserts to forms and install reinforcing bars through openings at top of inserts.
- E. Install mechanical-anchor fasteners in concrete after concrete is placed and completely cured. Install fasteners according to manufacturer's written instructions.
- F. Install hangers and supports complete with necessary inserts, bolts, rods, nuts, washers, and other accessories.
- G. Install hangers and supports to allow controlled thermal and seismic movement of piping systems, to permit freedom of movement between pipe anchors, and to facilitate action of expansion joints, expansion loops, expansion bends, and similar units.
- H. Load Distribution: Install hangers and supports so that piping live and dead loads and stresses from movement will not be transmitted to connected equipment.
- I. Pipe Slopes: Install hangers and supports to provide indicated pipe slopes and so maximum pipe deflections allowed by ASME B31.9, "Building Services Piping," is not exceeded.
- J. Insulated Piping: Comply with the following:
  - 1. Attach clamps and spacers to piping.
    - a. Piping Operating above Ambient Air Temperature: Clamp may project through insulation.
    - b. Piping Operating below Ambient Air Temperature: Use thermal-hanger shield insert with clamp sized to match OD of insert.
    - c. Do not exceed pipe stress limits according to ASME B31.9.
  - 2. Install MSS SP-58, Type 39 protection saddles, if insulation without vapor barrier is indicated. Fill interior voids with insulation that matches adjoining insulation.
  - 3. Install MSS SP-58, Type 40 protective shields on cold piping with vapor barrier. Shields shall span arc of 180 degrees.
  - 4. Shield Dimensions for Pipe: Not less than the following:
    - a. NPS 1/4 to NPS 3-1/2: 12 inches long and 0.048 inch thick.

5. Insert Material: Length at least as long as protective shield.
6. Thermal-Hanger Shields: Install with insulation same thickness as piping insulation.

### 3.3 EQUIPMENT SUPPORTS

- A. Fabricate structural-steel stands to suspend equipment from structure above or to support equipment above floor. Place grout under supports for equipment and make smooth bearing surface.

### 3.4 METAL FABRICATION

- A. Cut, drill, and fit miscellaneous metal fabrications for heavy-duty steel trapezes and equipment supports. Fit exposed connections together to form hairline joints. Field-weld connections that cannot be shop-welded because of shipping size limitations. Comply with AWS D1.1 procedures for shielded metal arc welding, appearance and quality of welds, and methods used in correcting welding work, and with the following:
  1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
  2. Obtain fusion without undercut or overlap.
  3. Remove welding flux immediately.
  4. Finish welds at exposed connections so no roughness shows after finishing and contours of welded surfaces match adjacent contours.

### 3.5 ADJUSTING

- A. Hanger Adjustment: Adjust hangers to distribute loads equally on attachments and to achieve indicated slope of pipe.

### 3.6 PAINTING

- A. Touching Up: Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces. Apply paint by brush or spray to provide a minimum dry film thickness of 2.0 mils. See Division 9 Section "Painting" for paint materials and application requirements.
- B. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

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END OF SECTION 220529

## SECTION 220553 – IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes the following mechanical identification materials and their installation:

- 1. Pipe markers.
- 2. Valve tags.
- 3. Valve schedules.

#### 1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples: For color, letter style, and graphic representation required for each identification material and device.
- C. Valve numbering scheme.
- D. Valve Schedules: For each piping system. Furnish extra copies (in addition to mounted copies) to include in maintenance manuals.

#### 1.4 QUALITY ASSURANCE

- A. ASME Compliance: Comply with ASME A13.1, "Scheme for the Identification of Piping Systems," for letter size, length of color field, colors, and viewing angles of identification devices for piping.

#### 1.5 COORDINATION

- A. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.

- B. Coordinate installation of identifying devices with location of access panels and doors.
- C. Install identifying devices before installing acoustical ceilings and similar concealment.

## PART 2 - PRODUCTS

### 2.1 PIPING IDENTIFICATION DEVICES

- A. Manufactured Pipe Markers, General: Preprinted, color-coded, with lettering indicating service, and showing direction of flow.
  - 1. Colors: Comply with ASME A13.1, unless otherwise indicated.
  - 2. Lettering: Use piping system terms indicated and abbreviate only as necessary for each application length
  - 3. Pipes with OD, Including Insulation, Less Than 6 Inches: Full-band pipe markers extending 360 degrees around pipe at each location.
  - 4. Pipes with OD, Including Insulation, 6 Inches and Larger: Either full-band or strip-type pipe markers at least three times letter height and of length required for label.
  - 5. Arrows: Integral with piping system service lettering to accommodate both directions; or as separate unit on each pipe marker to indicate direction of flow.
- B. Self-Adhesive Pipe Markers: Plastic with pressure-sensitive, permanent-type, self-adhesive back.

### 2.2 VALVE TAGS

- A. Valve Tags: Stamped or engraved with 1/4-inch letters for piping system abbreviation and 1/2-inch numbers, with numbering scheme approved by Architect. Provide 5/32-inch hole for fastener.
  - 1. Material: 0.032-inch-thick brass or aluminum.
  - 2. Material: 3/32-inch-thick laminated plastic with 2 black surfaces and white inner layer.
  - 3. Valve-Tag Fasteners: Brass wire-link or beaded chain; or S-hook.

### 2.3 VALVE SCHEDULES

- A. Valve Schedules: For each piping system, on standard-size bond paper. Tabulate valve number, piping system, system abbreviation (as shown on valve tag), location of valve (room or space), normal-operating position (open, closed, or modulating), and variations for identification. Mark valves for emergency shutoff and similar special uses.

1. Valve-Schedule Frames: Glazed display frame for removable mounting on masonry walls for each page of valve schedule. Include mounting screws.
2. Frame: Finished hardwood or Extruded aluminum.
3. Glazing: ASTM C 1036, Type I, Class 1, Glazing Quality B, 2.5-mm, single-thickness glass.

### PART 3 - EXECUTION

#### 3.1 APPLICATIONS, GENERAL

- A. Products specified are for applications referenced in other Division 22 Sections. If more than single-type material, device, or label is specified for listed applications, selection is Installer's option.

#### 3.2 PIPING IDENTIFICATION

- A. Install manufactured pipe markers indicating service on each piping system. Install with flow indication arrows showing direction of flow.
  1. Pipes with OD, Including Insulation, Less Than 6 Inches: Self-adhesive pipe markers. Use color-coded, self-adhesive plastic tape, 1-1/2 inches wide, lapped at least 1-1/2 inches at both ends of pipe marker, and covering full circumference of pipe.
  2. Pipes with OD, Including Insulation, 6 Inches and Larger: Self-adhesive pipe markers. Use color-coded, self-adhesive plastic tape, at least 1-1/2 inches wide, lapped at least 3 inches at both ends of pipe marker, and covering full circumference of pipe.
- B. Locate pipe markers and color bands where piping is exposed in finished spaces; machine rooms; accessible maintenance spaces such as shafts, tunnels, and plenums; and exterior nonconcealed locations as follows:
  1. Near each valve and control device.
  2. Near each branch connection, excluding short takeoffs for fixtures and terminal units. Where flow pattern is not obvious, mark each pipe at branch.
  3. Near penetrations through walls, floors, ceilings, and nonaccessible enclosures.
  4. At access doors, manholes, and similar access points that permit view of concealed piping.
  5. Near major equipment items and other points of origination and termination.
  6. Spaced at maximum intervals of 50 feet along each run. Reduce intervals to 25 feet in areas of congested piping and equipment.
  7. On piping above removable acoustical ceilings. Omit intermediately spaced markers.

### 3.3 VALVE-TAG INSTALLATION

- A. Install tags on valves and control devices in piping systems, except check valves; valves within factory-fabricated equipment units; plumbing fixture supply stops; shutoff valves; faucets; convenience and lawn-watering hose connections; and similar roughing-in connections of end-use fixtures and units. List tagged valves in a valve schedule.
- B. Valve-Tag Application Schedule: Tag valves according to size, shape, and color scheme and with captions similar to those indicated in the following:
  - 1. Valve-Tag Size and Shape:
    - a. Cold Water: 2 inches, round.
    - b. Hot Water: 2 inches, round.
  - 2. Valve-Tag Color: Coordinate colors with owner's standard color scheme or as follows:
    - a. Cold Water: Green.
    - b. Hot Water: Yellow.
  - 3. Letter Color:
    - a. Cold Water: White.
    - b. Hot Water: Black.

### 3.4 VALVE-SCHEDULE INSTALLATION

- A. Mount valve schedule on wall in accessible location in each major equipment room.

### 3.5 ADJUSTING

- A. Relocate mechanical identification materials and devices that have become visually blocked by other work.

### 3.6 CLEANING

- A. Clean faces of mechanical identification devices and glass frames of valve schedules.

END OF SECTION 220553

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## SECTION 220700 – PLUMBING INSULATION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes mechanical insulation for water heater breeching, equipment and pipe, including the following:
  - 1. Insulation Materials:
    - a. Mineral fiber.
  - 2. Insulating cements.
  - 3. Adhesives.
  - 4. Mastics.
  - 5. Lagging adhesives.
  - 6. Sealants.
  - 7. Factory-applied jackets.
  - 8. Tapes.
  - 9. Securements.
  - 10. Corner angles.

#### 1.3 DEFINITIONS

- A. ASJ: All-service jacket.
- B. FSK: Foil, scrim, kraft paper.
- C. FSP: Foil, scrim, polyethylene.
- D. PVDC: Polyvinylidene chloride.
- E. SSL: Self-sealing lap.

#### 1.4 SUBMITTALS

- A. Product Data: For each type of product indicated, identify thermal conductivity, thickness, and jackets (both factory and field applied, if any).
- B. Shop Drawings: Show details for the following:
  - 1. Application of protective shields, saddles, and inserts at hangers for each type of insulation and hanger.
  - 2. Insulation application at pipe expansion joints for each type of insulation.
  - 3. Insulation application at elbows, fittings, flanges, valves, and specialties for each type of insulation.
  - 4. Removable insulation at piping specialties, equipment connections, and access panels.
  - 5. Application of field-applied jackets.
  - 6. Field application for each equipment type.

#### 1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Skilled mechanics who have successfully completed an apprenticeship program or another craft training program certified by the Department of Labor, Bureau of Apprenticeship and Training.
- B. Fire-Test-Response Characteristics: Insulation and related materials shall have fire-test-response characteristics indicated, as determined by testing identical products per ASTM E 84, by a testing and inspecting agency acceptable to authorities having jurisdiction. Factory label insulation and jacket materials and adhesive, mastic, and cement material containers, with appropriate markings of applicable testing and inspecting agency.
  - 1. Insulation Installed Indoors: Flame-spread index of 25 or less, and smoke-developed index of 50 or less.
  - 2. Insulation Installed Outdoors: Flame-spread index of 75 or less, and smoke-developed index of 150 or less.
- C. National Commercial and Industrial Insulation Standards: Comply with installation requirements and standards.
- D. ASHRAE Standard 90.1-2004: Comply with insulation values required by the standard.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Packaging: Insulation material containers shall be marked by manufacturer with appropriate ASTM standard designation, type and grade, and maximum use temperature.

## 1.7 COORDINATION

- A. Coordinate size and location of supports, hangers, and insulation shields specified in Division 22 Section "Hangers and Supports for Plumbing Piping and Equipment."
- B. Coordinate clearance requirements with piping Installer for piping insulation application and equipment Installer for equipment insulation application. Before preparing piping Shop Drawings, establish and maintain clearance requirements for installation of insulation and field-applied jackets and finishes and for space required for maintenance.

## 1.8 SCHEDULING

- A. Schedule insulation application after pressure testing systems and, where required, after installing and testing heat tracing. Insulation application may begin on segments that have satisfactory test results.
- B. Complete installation and concealment of plastic materials as rapidly as possible in each area of construction.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
  - 1. Products: Subject to compliance with requirements, provide one of the products specified.
  - 2. Manufacturers: Subject to compliance with requirements, provide products by one of the manufacturers specified.

### 2.2 INSULATION MATERIALS

- A. Refer to Part 3 schedule articles for requirements about where insulating materials shall be applied.
- B. Products shall not contain asbestos, lead, mercury, or mercury compounds.
- C. Products that come in contact with stainless steel shall have a leachable chloride content of less than 50 ppm when tested according to ASTM C 871.

- D. Insulation materials for use on austenitic stainless steel shall be qualified as acceptable according to ASTM C 795.
- E. Foam insulation materials shall not use CFC or HCFC blowing agents in the manufacturing process.
- F. Mineral-Fiber, Preformed Pipe Insulation:
  - 1. Products:
    - a. Fibrex Insulations Inc.; Coreplus 1200.
    - b. Johns Manville; Micro-Lok.
    - c. Knauf Insulation; 1000 (Pipe Insulation).
    - d. Manson Insulation Inc.; Alley-K.
    - e. Owens Corning; Fiberglas Pipe Insulation.
  - 2. Type I, 850 deg F Materials: Mineral or glass fibers bonded with a thermosetting resin. Comply with ASTM C 547, Type I, Grade A, with factory-applied ASJ. Factory-applied jacket requirements are specified in Part 2 "Factory-Applied Jackets" Article.

## 2.3 INSULATING CEMENTS

- A. Mineral-Fiber Insulating Cement: Comply with ASTM C 195.
  - 1. Products:
    - a. Insulco, Division of MFS, Inc.; Triple I.
    - b. P. K. Insulation Mfg. Co., Inc.; Super-Stik.
- B. Expanded or Exfoliated Vermiculite Insulating Cement: Comply with ASTM C 196.
  - 1. Products:
    - a. P. K. Insulation Mfg. Co., Inc.; Thermal-V-Kote.
- C. Mineral-Fiber, Hydraulic-Setting Insulating and Finishing Cement: Comply with ASTM C 449/C 449M.
  - 1. Products:
    - a. Insulco, Division of MFS, Inc.; SmoothKote.
    - b. P. K. Insulation Mfg. Co., Inc.; PK No. 127, and Quik-Cote.
    - c. Rock Wool Manufacturing Company; Delta One Shot.

## 2.4 ADHESIVES

- A. Materials shall be compatible with insulation materials, jackets, and substrates and for bonding insulation to itself and to surfaces to be insulated, unless otherwise indicated.

- B. Mineral-Fiber Adhesive: Comply with MIL-A-3316C, Class 2, Grade A.

1. Products:

- a. Childers Products, Division of ITW; CP-82.
- b. Foster Products Corporation, H. B. Fuller Company; 85-20.
- c. ITW TACC, Division of Illinois Tool Works; S-90/80.
- d. Marathon Industries, Inc.; 225.
- e. Mon-Eco Industries, Inc.; 22-25.

- C. ASJ Adhesive, and FSK and PVDC Jacket Adhesive: Comply with MIL-A-3316C, Class 2, Grade A for bonding insulation jacket lap seams and joints.

1. Products:

- a. Childers Products, Division of ITW; CP-82.
- b. Foster Products Corporation, H. B. Fuller Company; 85-20.
- c. ITW TACC, Division of Illinois Tool Works; S-90/80.
- d. Marathon Industries, Inc.; 225.
- e. Mon-Eco Industries, Inc.; 22-25.

- D. PVC Jacket Adhesive: Compatible with PVC jacket.

1. Products:

- a. Dow Chemical Company (The); 739, Dow Silicone.
- b. Johns-Manville; Zeston Perma-Weld, CEEL-TITE Solvent Welding Adhesive.
- c. P.I.C. Plastics, Inc.; Welding Adhesive.
- d. Red Devil, Inc.; Celulon Ultra Clear.
- e. Speedline Corporation; Speedline Vinyl Adhesive.

## 2.5 MASTICS

- A. Materials shall be compatible with insulation materials, jackets, and substrates; comply with MIL-C-19565C, Type II.

- B. Vapor-Barrier Mastic: Water based; suitable for indoor and outdoor use on below ambient services.

1. Products:

- a. Childers Products, Division of ITW; CP-35.
    - b. Foster Products Corporation, H. B. Fuller Company; 30-90.
    - c. ITW TACC, Division of Illinois Tool Works; CB-50.
    - d. Marathon Industries, Inc.; 590.
    - e. Mon-Eco Industries, Inc.; 55-40.
    - f. Vimasco Corporation; 749.
  2. Water-Vapor Permeance: ASTM E 96, Procedure B, 0.013 perm at 43-mil dry film thickness.
  3. Service Temperature Range: Minus 20 to plus 180 deg F.
  4. Solids Content: ASTM D 1644, 59 percent by volume and 71 percent by weight.
  5. Color: White.
- C. Vapor-Barrier Mastic: Solvent based; suitable for indoor use on below ambient services.
1. Products:
    - a. Childers Products, Division of ITW; CP-30.
    - b. Foster Products Corporation, H. B. Fuller Company; 30-35.
    - c. ITW TACC, Division of Illinois Tool Works; CB-25.
    - d. Marathon Industries, Inc.; 501.
    - e. Mon-Eco Industries, Inc.; 55-10.
  2. Water-Vapor Permeance: ASTM F 1249, 0.05 perm at 35-mil dry film thickness.
  3. Service Temperature Range: 0 to 180 deg F.
  4. Solids Content: ASTM D 1644, 44 percent by volume and 62 percent by weight.
  5. Color: White.
- D. Vapor-Barrier Mastic: Solvent based; suitable for outdoor use on below ambient services.
1. Products:
    - a. Childers Products, Division of ITW; Encacel.
    - b. Foster Products Corporation, H. B. Fuller Company; 60-95/60-96.
    - c. Marathon Industries, Inc.; 570.
    - d. Mon-Eco Industries, Inc.; 55-70.
  2. Water-Vapor Permeance: ASTM F 1249, 0.05 perm at 30-mil dry film thickness.
  3. Service Temperature Range: Minus 50 to plus 220 deg F.
  4. Solids Content: ASTM D 1644, 33 percent by volume and 46 percent by weight.
  5. Color: White.
- E. Breather Mastic: Water based; suitable for indoor and outdoor use on above ambient services.
1. Products:

- a. Childers Products, Division of ITW; CP-10.
  - b. Foster Products Corporation, H. B. Fuller Company; 35-00.
  - c. ITW TACC, Division of Illinois Tool Works; CB-05/15.
  - d. Marathon Industries, Inc.; 550.
  - e. Mon-Eco Industries, Inc.; 55-50.
  - f. Vimasco Corporation; WC-1/WC-5.
2. Water-Vapor Permeance: ASTM F 1249, 3 perms at 0.0625-inch dry film thickness.
  3. Service Temperature Range: Minus 20 to plus 200 deg F.
  4. Solids Content: 63 percent by volume and 73 percent by weight.
  5. Color: White.

## 2.6 LAGGING ADHESIVES

- A. Description: Comply with MIL-A-3316C Class I, Grade A and shall be compatible with insulation materials, jackets, and substrates.
1. Products:
    - a. Childers Products, Division of ITW; CP-52.
    - b. Foster Products Corporation, H. B. Fuller Company; 81-42.
    - c. Marathon Industries, Inc.; 130.
    - d. Mon-Eco Industries, Inc.; 11-30.
    - e. Vimasco Corporation; 136.
  2. Fire-resistant, water-based lagging adhesive and coating for use indoors to adhere fire-resistant lagging cloths over duct, equipment, and pipe insulation.
  3. Service Temperature Range: Minus 50 to plus 180 deg F.
  4. Color: White.

## 2.7 SEALANTS

- A. Joint Sealants:
1. Joint Sealants for Cellular-Glass, Phenolic-Foam, and Polyisocyanurate Products:
    - a. Childers Products, Division of ITW; CP-76.
    - b. Foster Products Corporation, H. B. Fuller Company; 30-45.
    - c. Marathon Industries, Inc.; 405.
    - d. Mon-Eco Industries, Inc.; 44-05.
    - e. Pittsburgh Corning Corporation; Pittseal 444.
    - f. Vimasco Corporation; 750.
  2. Joint Sealants for Polystyrene Products:

- a. Childers Products, Division of ITW; CP-70.
  - b. Foster Products Corporation, H. B. Fuller Company; 30-45/30-46.
  - c. Marathon Industries, Inc.; 405.
  - d. Mon-Eco Industries, Inc.; 44-05.
  - e. Vimasco Corporation; 750.
3. Materials shall be compatible with insulation materials, jackets, and substrates.
  4. Permanently flexible, elastomeric sealant.
  5. Service Temperature Range: Minus 100 to plus 300 deg F.
  6. Color: White or gray.

B. ASJ Flashing Sealants, and Vinyl, PVDC, and PVC Jacket Flashing Sealants:

1. Products:
  - a. Childers Products, Division of ITW; CP-76.
  - b. Materials shall be compatible with insulation materials, jackets, and substrates.
  - c. Fire- and water-resistant, flexible, elastomeric sealant.
  - d. Service Temperature Range: Minus 40 to plus 250 deg F.
  - e. Color: White.

## 2.8 FACTORY-APPLIED JACKETS

- A. Insulation system schedules indicate factory-applied jackets on various applications. When factory-applied jackets are indicated, comply with the following:
1. ASJ: White, kraft-paper, fiberglass-reinforced scrim with aluminum-foil backing; complying with ASTM C 1136, Type I.
  2. ASJ-SSL: ASJ with self-sealing, pressure-sensitive, acrylic-based adhesive covered by a removable protective strip; complying with ASTM C 1136, Type I.

## 2.9 TAPES

- A. ASJ Tape: White vapor-retarder tape matching factory-applied jacket with acrylic adhesive, complying with ASTM C 1136 and UL listed.
1. Products:
    - a. Avery Dennison Corporation, Specialty Tapes Division; Fasson 0835.
    - b. Compac Corp.; 104 and 105.
    - c. Ideal Tape Co., Inc., an American Biltrite Company; 428 AWF ASJ.
    - d. Venture Tape; 1540 CW Plus, 1542 CW Plus, and 1542 CW Plus/SQ.
  2. Width: 3 inches.



3. Thickness: 11.5 mils.
4. Adhesion: 90 ounces force/inch in width.
5. Elongation: 2 percent.
6. Tensile Strength: 40 lbf/ inch in width.
7. ASJ Tape Disks and Squares: Precut disks or squares of ASJ tape.

## 2.10 SECUREMENTS

### A. Bands:

1. Products:
  - a. Childers Products; Bands.
  - b. PABCO Metals Corporation; Bands.
  - c. RPR Products, Inc.; Bands.
2. Stainless Steel: ASTM A 167 or ASTM A 240/A 240M, Type 304 or Type 316; 0.015 inch thick, 3/4 inch wide with wing or closed seal.
3. Aluminum: ASTM B 209, Alloy 3003, 3005, 3105, or 5005; Temper H-14, 0.020 inch thick, 3/4 inch wide with wing or closed seal.
4. Springs: Twin spring set constructed of stainless steel with ends flat and slotted to accept metal bands. Spring size determined by manufacturer for application.

### B. Insulation Pins and Hangers:

1. Capacitor-Discharge-Weld Pins: Copper- or zinc-coated steel pin, fully annealed for capacitor-discharge welding, 0.106-inch or 0.135-inch diameter shank, length to suit depth of insulation indicated.
  - a. Products:
    - 1) AGM Industries, Inc.; CWP-1.
    - 2) GEMCO; CD.
    - 3) Midwest Fasteners, Inc.; CD.
    - 4) Nelson Stud Welding; TPA, TPC, and TPS.
2. Cupped-Head, Capacitor-Discharge-Weld Pins: Copper- or zinc-coated steel pin, fully annealed for capacitor-discharge welding, 0.106-inch- or 0.135-inch diameter shank, length to suit depth of insulation indicated with integral 1-1/2-inch galvanized carbon-steel washer.
  - a. Products:
    - 1) AGM Industries, Inc.; CWP-1.
    - 2) GEMCO; Cupped Head Weld Pin.

- 3) Midwest Fasteners, Inc.; Cupped Head.
  - 4) Nelson Stud Welding; CHP.
3. Metal, Adhesively Attached, Perforated-Base Insulation Hangers: Baseplate welded to projecting spindle that is capable of holding insulation, of thickness indicated, securely in position indicated when self-locking washer is in place. Comply with the following requirements:
- a. Products:
    - 1) AGM Industries, Inc.; Tactoo Insul-Hangers, Series T.
    - 2) GEMCO; Perforated Base.
    - 3) Midwest Fasteners, Inc.; Spindle.
  - b. Baseplate: Perforated, galvanized carbon-steel sheet, 0.030 inch thick by 2 inches square.
  - c. Spindle: Copper- or zinc-coated, low carbon steel, Aluminum, or Stainless steel, fully annealed, 0.106-inch-diameter shank, length to suit depth of insulation indicated.
  - d. Adhesive: Recommended by hanger manufacturer. Product with demonstrated capability to bond insulation hanger securely to substrates indicated without damaging insulation, hangers, and substrates.
4. Nonmetal, Adhesively Attached, Perforated-Base Insulation Hangers: Baseplate fastened to projecting spindle that is capable of holding insulation, of thickness indicated, securely in position indicated when self-locking washer is in place. Comply with the following requirements:
- a. Products:
    - 1) GEMCO; Nylon Hangers.
    - 2) Midwest Fasteners, Inc.; Nylon Insulation Hangers.
  - b. Baseplate: Perforated, nylon sheet, 0.030 inch thick by 1½-inches in diameter.
  - c. Spindle: Nylon, 0.106-inch-diameter shank, length to suit depth of insulation indicated, up to 2½-inches.
  - d. Adhesive: Recommended by hanger manufacturer. Product with demonstrated capability to bond insulation hanger securely to substrates indicated without damaging insulation, hangers, and substrates.
5. Self-Sticking-Base Insulation Hangers: Baseplate welded to projecting spindle that is capable of holding insulation, of thickness indicated, securely in position indicated when self-locking washer is in place. Comply with the following requirements:
- a. Products:

- 1) AGM Industries, Inc.; Tactoo Insul-Hangers, Series TSA.
    - 2) GEMCO; Press and Peel.
    - 3) Midwest Fasteners, Inc.; Self Stick.
    - 4) Baseplate: Galvanized carbon-steel sheet, 0.030-inch thick by 2-inches square.
  - b. Spindle: Copper- or zinc-coated, low carbon steel, Aluminum, or Stainless steel, fully annealed, 0.106-inch diameter shank, length to suit depth of insulation indicated.
  - c. Adhesive-backed base with a peel-off protective cover.
6. Insulation-Retaining Washers: Self-locking washers formed from 0.016-inch thick, galvanized-steel, aluminum, or stainless-steel sheet, with beveled edge sized as required to hold insulation securely in place but not less than 1½-inches in diameter.
  - a. Products:
    - 1) AGM Industries, Inc.; RC-150.
    - 2) GEMCO; R-150.
    - 3) Midwest Fasteners, Inc.; WA-150.
    - 4) Nelson Stud Welding; Speed Clips.
  - b. Protect ends with capped self-locking washers incorporating a spring steel insert to ensure permanent retention of cap in exposed locations.
7. Nonmetal Insulation-Retaining Washers: Self-locking washers formed from 0.016-inch thick nylon sheet, with beveled edge sized as required to hold insulation securely in place but not less than 1½-inches in diameter.
  - a. Manufacturers:
    - 1) GEMCO.
    - 2) Midwest Fasteners, Inc.
- C. Staples: Outward-clinching insulation staples, nominal ¾-inch wide, stainless steel or Monel.
- D. Wire: 0.080-inch nickel-copper alloy, 0.062-inch soft-annealed, stainless steel, or 0.062-inch soft-annealed, galvanized steel.
  1. Manufacturers:
    - a. ACS Industries, Inc.
    - b. C & F Wire.
    - c. Childers Products.
    - d. PABCO Metals Corporation.
    - e. RPR Products, Inc.

## 2.11 CORNER ANGLES

- A. PVC Corner Angles: 30 mils thick, minimum 1 by 1 inch, PVC according to ASTM D 1784, Class 16354-C. White or color-coded to match adjacent surface.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates and conditions for compliance with requirements for installation and other conditions affecting performance of insulation application.
  - 1. Verify that systems and equipment to be insulated have been tested and are free of defects.
  - 2. Verify that surfaces to be insulated are clean and dry.
  - 3. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Surface Preparation: Clean and dry surfaces to receive insulation. Remove materials that will adversely affect insulation application.
- B. Surface Preparation: Clean and prepare surfaces to be insulated. Before insulating, apply a corrosion coating to insulated surfaces as follows:
  - 1. Stainless Steel: Coat 300 series stainless steel with an epoxy primer 5 mils thick and an epoxy finish 5 mils thick if operating in a temperature range between 140 and 300 deg F. Consult coating manufacturer for appropriate coating materials and application methods for operating temperature range.
  - 2. Carbon Steel: Coat carbon steel operating at a service temperature between 32 and 300 deg F with an epoxy coating. Consult coating manufacturer for appropriate coating materials and application methods for operating temperature range.

- C. Mix insulating cements with clean potable water; if insulating cements are to be in contact with stainless-steel surfaces, use demineralized water.

### 3.3 COMMON INSTALLATION REQUIREMENTS

- A. Install insulation products in strict accordance with manufacturer's installation instructions and the National Commercial and Industrial Insulation Standards.

- B. Install insulation materials, accessories, and finishes with smooth, straight, and even surfaces; free of voids throughout the length of equipment, ducts and fittings, and piping including fittings, valves, and specialties.
- C. Install insulation materials, forms, vapor barriers or retarders, jackets, and thicknesses required for each item of equipment, duct system, and pipe system as specified in insulation system schedules.
- D. Install accessories compatible with insulation materials and suitable for the service. Install accessories that do not corrode, soften, or otherwise attack insulation or jacket in either wet or dry state.
- E. Install insulation with longitudinal seams at top and bottom of horizontal runs.
- F. Install multiple layers of insulation with longitudinal and end seams staggered.
- G. Do not weld brackets, clips, or other attachment devices to piping, fittings, and specialties.
- H. Keep insulation materials dry during application and finishing.
- I. Install insulation with tight longitudinal seams and end joints. Bond seams and joints with adhesive recommended by insulation material manufacturer.
- J. Install insulation with least number of joints practical.
- K. Where vapor barrier is indicated, seal joints, seams, and penetrations in insulation at hangers, supports, anchors, and other projections with vapor-barrier mastic.
  - 1. Install insulation continuously through hangers and around anchor attachments.
  - 2. For insulation application where vapor barriers are indicated, extend insulation on anchor legs from point of attachment to supported item to point of attachment to structure. Taper and seal ends at attachment to structure with vapor-barrier mastic.
  - 3. Install insert materials and install insulation to tightly join the insert. Seal insulation to insulation inserts with adhesive or sealing compound recommended by insulation material manufacturer.
  - 4. Cover inserts with jacket material matching adjacent pipe insulation. Install shields over jacket, arranged to protect jacket from tear or puncture by hanger, support, and shield.
- L. Apply adhesives, mastics, and sealants at manufacturer's recommended coverage rate and wet and dry film thicknesses.
- M. Install insulation with factory-applied jackets as follows:
  - 1. Draw jacket tight and smooth.

2. Cover circumferential joints with 3-inch-wide strips, of same material as insulation jacket. Secure strips with adhesive and outward clinching staples along both edges of strip, spaced 4 inches o.c.
  3. Overlap jacket longitudinal seams at least 1½-inches. Install insulation with longitudinal seams at bottom of pipe. Clean and dry surface to receive self-sealing lap. Staple laps with outward clinching staples along edge at 2 inches o.c.
    - a. For below ambient services, apply vapor-barrier mastic over staples.
  4. Cover joints and seams with tape as recommended by insulation material manufacturer to maintain vapor seal.
  5. Where vapor barriers are indicated, apply vapor-barrier mastic on seams and joints and at ends adjacent to duct and pipe flanges and fittings.
- N. Cut insulation in a manner to avoid compressing insulation more than 75 percent of its nominal thickness.
- O. Finish installation with systems at operating conditions. Repair joint separations and cracking due to thermal movement.
- P. Repair damaged insulation facings by applying same facing material over damaged areas. Extend patches at least 4 inches beyond damaged areas. Adhere, staple, and seal patches similar to butt joints.
- Q. For above ambient services, do not install insulation to the following:
1. Vibration-control devices.
  2. Testing agency labels and stamps.
  3. Nameplates and data plates.
  4. Manholes.
  5. Handholes.
  6. Cleanouts.

### 3.4 PENETRATIONS

- A. Insulation Installation at Interior Wall and Partition Penetrations (That Are Not Fire Rated): Install insulation continuously through walls and partitions.
- B. Insulation Installation at Fire-Rated Wall and Partition Penetrations: Install insulation continuously through penetrations of fire-rated walls and partitions. Terminate insulation at fire damper sleeves for fire-rated wall and partition penetrations. Externally insulate damper sleeves to match adjacent insulation and overlap duct insulation at least 2 inches.
  1. Firestopping and fire-resistive joint sealers are specified in other Divisions.

C. Insulation Installation at Floor Penetrations:

1. Pipe: Install insulation continuously through floor penetrations.
2. Seal penetrations through fire-rated assemblies according to other Divisions.

3.5 GENERAL PIPE INSULATION INSTALLATION

A. Requirements in this Article generally apply to all insulation materials except where more specific requirements are specified in various pipe insulation material installation articles.

B. Insulation Installation on Fittings, Valves, Strainers, Flanges, and Unions:

1. Install insulation over fittings, valves, strainers, flanges, unions, and other specialties with continuous thermal and vapor-retarder integrity, unless otherwise indicated.
2. Insulate pipe elbows using preformed fitting insulation or mitered fittings made from same material and density as adjacent pipe insulation. Each piece shall be butted tightly against adjoining piece and bonded with adhesive. Fill joints, seams, voids, and irregular surfaces with insulating cement finished to a smooth, hard, and uniform contour that is uniform with adjoining pipe insulation.
3. Insulate tee fittings with preformed fitting insulation or sectional pipe insulation of same material and thickness as used for adjacent pipe. Cut sectional pipe insulation to fit. Butt each section closely to the next and hold in place with tie wire. Bond pieces with adhesive.
4. Insulate valves using preformed fitting insulation or sectional pipe insulation of same material, density, and thickness as used for adjacent pipe. Overlap adjoining pipe insulation by not less than two times the thickness of pipe insulation, or one pipe diameter, whichever is thicker. For valves, insulate up to and including the bonnets, valve stuffing-box studs, bolts, and nuts. Fill joints, seams, and irregular surfaces with insulating cement.
5. Insulate strainers using preformed fitting insulation or sectional pipe insulation of same material, density, and thickness as used for adjacent pipe. Overlap adjoining pipe insulation by not less than two times the thickness of pipe insulation, or one pipe diameter, whichever is thicker. Fill joints, seams, and irregular surfaces with insulating cement. Insulate strainers so strainer basket flange or plug can be easily removed and replaced without damaging the insulation and jacket. Provide a removable reusable insulation cover. For below ambient services, provide a design that maintains vapor barrier.
6. Insulate flanges and unions using a section of oversized preformed pipe insulation. Overlap adjoining pipe insulation by not less than two times the thickness of pipe insulation, or one pipe diameter, whichever is thicker.
7. Cover segmented insulated surfaces with a layer of finishing cement and coat with a mastic. Install vapor-barrier mastic for below ambient services and a breather mastic for above ambient services. Reinforce the mastic with fabric-reinforcing mesh. Trowel the mastic to a smooth and well-shaped contour.

8. For services not specified to receive a field-applied jacket except for flexible elastomeric and polyolefin, install fitted PVC cover over elbows, tees, strainers, valves, flanges, and unions. Terminate ends with PVC end caps. Tape PVC covers to adjoining insulation facing using PVC tape.
- C. Insulate instrument connections for thermometers, pressure gages, pressure temperature taps, test connections, flow meters, sensors, switches, and transmitters on insulated pipes, vessels, and equipment. Shape insulation at these connections by tapering it to and around the connection with insulating cement and finish with finishing cement, mastic, and flashing sealant.
- D. Install removable insulation covers at locations indicated. Installation shall conform to the following:
  1. Make removable flange and union insulation from sectional pipe insulation of same thickness as that on adjoining pipe. Install same insulation jacket as adjoining pipe insulation.
  2. When flange and union covers are made from sectional pipe insulation, extend insulation from flanges or union long at least two times the insulation thickness over adjacent pipe insulation on each side of flange or union. Secure flange cover in place with stainless-steel or aluminum bands. Select band material compatible with insulation and jacket.
  3. Construct removable valve insulation covers in same manner as for flanges except divide the two-part section on the vertical center line of valve body.
  4. When covers are made from block insulation, make two halves, each consisting of mitered blocks wired to stainless-steel fabric. Secure this wire frame, with its attached insulation, to flanges with tie wire. Extend insulation at least 2 inches over adjacent pipe insulation on each side of valve. Fill space between flange or union cover and pipe insulation with insulating cement. Finish cover assembly with insulating cement applied in two coats. After first coat is dry, apply and trowel second coat to a smooth finish.
  5. Unless a PVC jacket is indicated in field-applied jacket schedules, finish exposed surfaces with a metal jacket.

### 3.6 MINERAL-FIBER INSULATION INSTALLATION

- A. Insulation Installation on Straight Pipes and Tubes:
  1. Secure each layer of preformed pipe insulation to pipe with wire or bands and tighten bands without deforming insulation materials.
  2. Where vapor barriers are indicated, seal longitudinal seams, end joints, and protrusions with vapor-barrier mastic and joint sealant.
  3. For insulation with factory-applied jackets on above ambient surfaces, secure laps with outward clinched staples at 6 inches o.c.
  4. For insulation with factory-applied jackets on below ambient surfaces, do not staple longitudinal tabs but secure tabs with additional adhesive as recommended by insulation material manufacturer and seal with vapor-barrier mastic and flashing sealant.



B. Insulation Installation on Pipe Flanges:

1. Install preformed pipe insulation to outer diameter of pipe flange.
2. Make width of insulation section same as overall width of flange and bolts, plus twice the thickness of pipe insulation.
3. Fill voids between inner circumference of flange insulation and outer circumference of adjacent straight pipe segments with mineral-fiber blanket insulation.
4. Install jacket material with manufacturer's recommended adhesive, overlap seams at least 1 inch, and seal joints with flashing sealant.

C. Insulation Installation on Pipe Fittings and Elbows:

1. Install preformed sections of same material as straight segments of pipe insulation when available.
2. When preformed insulation elbows and fittings are not available, install mitered sections of pipe insulation, to a thickness equal to adjoining pipe insulation. Secure insulation materials with wire or bands.

D. Insulation Installation on Valves and Pipe Specialties:

1. Install preformed sections of same material as straight segments of pipe insulation when available.
2. When preformed sections are not available, install mitered sections of pipe insulation to valve body.
3. Arrange insulation to permit access to packing and to allow valve operation without disturbing insulation.
4. Install insulation to flanges as specified for flange insulation application.

3.7 PIPING INSULATION SCHEDULE, GENERAL

- A. Acceptable preformed pipe and tubular insulation materials and thicknesses are identified for each piping system and pipe size range. If more than one material is listed for a piping system, selection from materials listed is Contractor's option.
- B. Items Not Insulated: Unless otherwise indicated, do not install insulation on the following:
1. Sanitary Piping.
  2. Chrome-plated pipes and fittings unless there is a potential for personnel injury.

3.8 INDOOR PIPING INSULATION SCHEDULE

A. Domestic Cold Water:

1. NPS 1 and Smaller: Insulation shall be any of the following:

- a. Pre-formed Fiber with ASJ Jacket: 1inch thick.
- 2. NPS 1¼ and Larger: Insulation shall be any of the following:
  - a. Preformed Fiber with ASJ Jacket: 1-inch thick.
- B. Domestic Hot, Tempered Hot Water, & Recirculated Tempered Water:
  - 1. NPS 1¼ and Smaller: Insulation shall be any of the following:
    - a. Pre-formed Fiber with ASJ Jacket: 1-inch thick.
  - 2. NPS 1-1/2 and Larger: Insulation shall be any of the following:
    - a. Pre-formed Fiber with ASJ Jacket: 1½- inches thick.

END OF SECTION 220700

## SECTION 221116 - DOMESTIC WATER PIPING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes domestic water piping inside the building.
- B. Water meters will be furnished and installed by utility company.
- C. Related Sections include the following:
  - 1. Division 22 Section "Domestic Water Piping Specialties" for water distribution piping specialties.

#### 1.3 DEFINITIONS

- A. PEX: Crosslinked polyethylene plastic.

#### 1.4 PERFORMANCE REQUIREMENTS

- A. Provide components and installation capable of producing domestic water piping systems with 125 psig, unless otherwise indicated.

#### 1.5 SUBMITTALS

- A. Product Data: For pipe, tube, fittings, and couplings.
  - 1. Grooved joint products shall be shown on drawings and product submittals and shall be specifically identified with the applicable style.
- B. Water Samples: Specified in Part 3 "Cleaning" Article.
- C. Field quality-control test reports.

## 1.6 QUALITY ASSURANCE

- A. Piping materials shall bear label, stamp, or other markings of specified testing agency.
  - 1. All castings used for coupling housings, fittings, valve bodies, etc., shall be stamped for quality assurance and traceability.
  - 2. All grooved joint couplings, fittings, valves, and specialties shall be the products of a single manufacturer. Grooving tools shall be of the same manufacturer as the grooved components.
- B. Comply with NSF 14, "Plastics Piping System Components and Related Materials," for plastic, potable domestic water piping and components. Include marking "NSF-pw" on piping.
- C. Comply with NSF 61, "Drinking Water System Components - Health Effects; Sections 1 through 9," for potable domestic water piping and components.
- D. Comply with NSF 372, "Drinking Water System Components – Lead Content".

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the manufacturers specified.

### 2.2 PIPING MATERIALS

- A. Refer to Part 3 "Pipe and Fitting Applications" Article for applications of pipe, tube, fitting, and joining materials.
- B. Transition Couplings for Aboveground Pressure Piping: Coupling or other manufactured fitting the same size as, with pressure rating at least equal to and ends compatible with, piping to be joined.

### 2.3 COPPER TUBE AND FITTINGS

- A. Hard Copper Tube: ASTM B 88, Types L and M, water tube, drawn temper.

1. Copper Pressure Fittings: ASME B16.18, cast-copper-alloy or ASME B16.22, wrought-copper, solder-joint fittings. Furnish wrought-copper fittings if indicated.
2. Bronze Flanges: ASME B16.24, Class 150, with solder-joint ends. Furnish Class 300 flanges if required to match piping.
3. Copper Unions: MSS SP-123, cast-copper-alloy, hexagonal-stock body, with ball-and-socket, metal-to-metal seating surfaces, and solder-joint or threaded ends.
4. Copper, Grooved-End Fittings: ASME B16.22 wrought-copper and ASTM B 75 copper tube or ASME B16.18 and ASTM B 584 bronze castings. Manufactured to copper-tube dimensions. (Flaring the adjoining tube or fitting ends to accommodate alternate sized couplings is not permitted.). Basis of design: Victaulic Copper-Connection.
  - a. Grooved-End-Tube Couplings: Copper-tube dimensions and design similar to AWWA C606. Include ferrous housing sections cast with offsetting, angle-pattern, bolt pads; gasket suitable for hot water, and ASTM A449 electroplated steel bolts and nuts. Installation ready, for direct stab installation without field disassembly. Basis of Design: Victaulic Style 607H.
  - b. System shall be UL classified in accordance with ANSI/NSF-61 for potable water service, and shall be certified to the low lead requirements of NSF-372.

## 2.4 VALVES

- A. Bronze and cast-iron, general-duty valves are specified in Division 22 Section "General-Duty Valves for Plumbing Piping."
- B. Balancing and drain valves are specified in Division 22 Section "Domestic Water Piping Specialties."

## PART 3 - EXECUTION

### 3.1 PIPE AND FITTING APPLICATIONS

- A. Transition and special fittings with pressure ratings at least equal to piping rating may be used in applications below, unless otherwise indicated.
- B. Flanges may be used on aboveground piping, unless otherwise indicated.
- C. Grooved joints may be used on aboveground grooved-end piping.
- D. Fitting Option: Extruded-tee connections and brazed joints may be used on aboveground copper tubing.
- E. Aboveground Domestic Water Piping: Use any of the following piping materials for each size range:

1. NPS 1 and Smaller: Hard copper tube, Type L; copper pressure fittings; and soldered joints.

### 3.2 VALVE APPLICATIONS

- A. Drawings indicate valve types to be used. Where specific valve types are not indicated, the following requirements apply:
  1. Shutoff Duty: Use bronze ball or gate valves for piping NPS 2 and smaller.
  2. Hot-Water-Piping, Balancing Duty: Calibrated balancing valves.
- B. Install shutoff valve close to water main on each branch and riser serving plumbing fixtures or equipment, on each water supply to equipment, and on each water supply to plumbing fixtures that do not have supply stops. Use ball or gate valves for piping NPS 2 and smaller.
- C. Install drain valves for equipment at base of each water riser, at low points in horizontal piping, and where required to drain water piping.
  1. Install hose-end drain valves at low points in water mains, risers, and branches.
  2. Install stop-and-waste drain valves where indicated.
- D. Install calibrated balancing valves in each hot-water circulation return branch and discharge side of each pump and circulator. Set calibrated balancing valves partly open to restrict but not stop flow. Calibrated balancing valves are specified in Division 22 Section "Domestic Water Piping Specialties."

### 3.3 PIPING INSTALLATION

- A. Basic piping installation requirements are specified in Division 22 Section "Common Work Results for Plumbing."
- B. Install cast-iron sleeve with water stop and mechanical sleeve seal at each service pipe penetration through foundation wall. Select number of interlocking rubber links required to make installation watertight. Sleeves and mechanical sleeve seals are specified in Division 22 Section "Common Work Results for Plumbing."
- C. Install wall penetration system at each service pipe penetration through foundation wall. Make installation watertight. Wall penetration systems are specified in Division 22 Section "Common Work Results for Plumbing."
- D. Install domestic water piping level and plumb.

### 3.4 JOINT CONSTRUCTION

- A. Basic piping joint construction requirements are specified in Division 22 Section "Common Work Results for Plumbing."

- B. Soldered Joints: Use ASTM B 813, water-flushable, lead-free flux; ASTM B 32, lead-free-alloy solder; and ASTM B 828 procedure, unless otherwise indicated.
- C. Extruded-Tee Connections: Form tee in copper tube according to ASTM F 2144. Use tool designed for copper tube; drill pilot hole, form collar for outlet, dimple tube to form seating stop, and braze branch tube into collar.

### 3.5 HANGER AND SUPPORT INSTALLATION

- A. Pipe hanger and support devices are specified in Division 22 Section "Hangers and Supports for Plumbing Piping and Equipment." Install the following:
  - 1. Vertical Piping: MSS Type 8 or Type 42, clamps.
  - 2. Individual, Straight, Horizontal Piping Runs: According to the following:
    - a. 100 Feet and Less: MSS Type 1, adjustable, steel clevis hangers.
    - b. Longer Than 100 Feet: MSS Type 43, adjustable roller hangers.
    - c. Longer Than 100 Feet: MSS Type 49, spring cushion rolls, if indicated.
  - 3. Multiple, Straight, Horizontal Piping Runs 100 Feet or Longer: MSS Type 44, pipe rolls. Support pipe rolls on trapeze.
  - 4. Base of Vertical Piping: MSS Type 52, spring hangers.
- B. Install supports according to Division 22 Section "Hangers and Supports for Plumbing Piping and Equipment."
- C. Support vertical piping and tubing at base and at each floor.
- D. Rod diameter may be reduced 1 size for double-rod hangers, to a minimum of 3/8 inch.
- E. Maximum spans below were taken from MSS SP-69 for water service and from model plumbing codes. Most restrictive piping and spacing dimensions are shown.
- F. Install hangers for copper tubing with the following maximum horizontal spacing and minimum rod diameters:
  - 1. NPS 3/4 and Smaller: 60 inches with 3/8-inch rod.
  - 2. NPS 1 and NPS 1-1/4: 72 inches with 3/8-inch rod.
- G. Install supports for vertical copper tubing every 10 feet.
- H. Support piping and tubing not listed above according to MSS SP-69 and manufacturer's written instructions.

### 3.6 CONNECTIONS

- A. Drawings indicate general arrangement of piping, fittings, and specialties.
- B. Install piping adjacent to equipment and machines to allow service and maintenance.
- C. Connect domestic water piping to water-service piping with shutoff valve, and extend and connect to the following:
  - 1. Plumbing Fixtures: Cold- and hot-water supply piping in sizes indicated, but not smaller than required by plumbing code. Refer to Division 22 Section "Plumbing Fixtures."

### 3.7 FIELD QUALITY CONTROL

- A. Inspect domestic water piping as follows:
  - 1. Do not enclose, cover, or put piping into operation until it has been inspected and approved by authorities having jurisdiction.
  - 2. During installation, notify authorities having jurisdiction at least 24 hours before inspection must be made. Perform tests specified below in presence of authorities having jurisdiction:
    - a. Roughing-in Inspection: Arrange for inspection of piping before concealing or closing-in after roughing-in and before setting fixtures.
    - b. Final Inspection: Arrange final inspection for authorities having jurisdiction to observe tests specified below and to ensure compliance with requirements.
  - 3. Reinspection: If authorities having jurisdiction find that piping will not pass test or inspection, make required corrections and arrange for reinspection.
  - 4. Reports: Prepare inspection reports and have them signed by authorities having jurisdiction.
- B. Test domestic water piping as follows:
  - 1. Fill domestic water piping. Check components to determine that they are not air bound and that piping is full of water.
  - 2. Test for leaks and defects in new piping and parts of existing piping that have been altered, extended, or repaired. If testing is performed in segments, submit separate report for each test, complete with diagram of portion of piping tested.
  - 3. Leave new, altered, extended, or replaced domestic water piping uncovered and unconcealed until it has been tested and approved. Expose work that was covered or concealed before it was tested.
  - 4. Cap and subject piping to static water pressure of 50 psig above operating pressure, without exceeding pressure rating of piping system materials. Isolate test source and



allow to stand for four hours. Leaks and loss in test pressure constitute defects that must be repaired.

5. Repair leaks and defects with new materials and retest piping or portion thereof until satisfactory results are obtained.
6. Prepare reports for tests and required corrective action.

### 3.8 ADJUSTING

#### A. Perform the following adjustments before operation:

1. Close drain valves, hydrants, and hose bibbs.
2. Open shutoff valves to fully open position.
3. Adjust balancing valves in hot-water-circulation return piping to provide adequate flow.
  - a. Manually adjust ball-type balancing valves in hot-water-circulation return piping to provide flow of hot water in each branch.
  - b. Adjust calibrated balancing valves to flows indicated.
4. Remove plugs used during testing of piping and plugs used for temporary sealing of piping during installation.
5. Remove and clean strainer screens. Close drain valves and replace drain plugs.
6. Remove filter cartridges from housings and verify that cartridges are as specified for application where used and are clean and ready for use.
7. Check plumbing specialties and verify proper settings, adjustments, and operation.

### 3.9 CLEANING

#### A. Clean and disinfect potable and non-potable domestic water piping as follows:

1. Purge new piping and parts of existing domestic water piping that have been altered, extended, or repaired before using.
2. Use purging and disinfecting procedures prescribed by authorities having jurisdiction or, if methods are not prescribed, procedures described in either AWWA C651 or AWWA C652 or as described below:
  - a. Flush piping system with clean, potable water until dirty water does not appear at outlets.
  - b. Fill and isolate system according to either of the following:
    - 1) Fill system or part thereof with water/chlorine solution with at least 50 ppm of chlorine. Isolate with valves and allow to stand for 24 hours.
    - 2) Fill system or part thereof with water/chlorine solution with at least 200 ppm of chlorine. Isolate and allow to stand for three hours.

- c. Flush system with clean, potable water until no chlorine is in water coming from system after the standing time.
  - d. Submit water samples in sterile bottles to authorities having jurisdiction. Repeat procedures if biological examination shows contamination.
- B. Prepare and submit reports of purging and disinfecting activities.
- C. Clean interior of domestic water piping system. Remove dirt and debris as work progresses.

END OF SECTION 221116

## SECTION 221119 – DOMESTIC WATER PIPING SPECIALTIES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes plumbing specialties for the following:

1. Water distribution systems.

#### 1.2 SYSTEM PERFORMANCE REQUIREMENTS

- A. Provide components and installation capable of producing piping systems with following minimum working-pressure ratings, unless otherwise indicated:

1. Water Distribution Piping: 125 psig.

#### 1.3 SUBMITTALS

- A. Product Data: For each plumbing specialty indicated. Include rated capacities of selected equipment and shipping, installed, and operating weights. Indicate materials, finishes, dimensions, required clearances, and methods of assembly of components; and piping and wiring connections for the following plumbing specialty products:

1. Water hammer arresters.
2. Thermostatic water mixing valves and water tempering valves.

- B. Maintenance Data: For specialties to include in the maintenance manuals specified in Division 1.

- C. Test report for reverse pressure backflow preventers.

#### 1.4 QUALITY ASSURANCE

- A. Provide listing/approval stamp, label, or other marking on plumbing specialties made to specified standards.

- B. Listing and Labeling: Provide electrically operated plumbing specialties specified in this Section that are listed and labeled.

1. Terms “Listed” and “Labeled”: As defined in National Electrical Code, Article 100.

2. Listing and Labeling Agency Qualifications: "Nationally Recognized Testing Laboratory" as defined in OSHA Regulation 1910.7.
- C. Comply with ASME B31.9, "Building Services Piping," for materials, products, and installation.
- D. Comply with NFPA 70, "National Electrical Code," for electrical components.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  1. Thermostatic Water Mixing Valves:
    - a. Lawler Manufacturing Co., Inc.
    - b. Leonard Valve Co.
    - c. Powers Process Controls.
    - d. Symmons Industries, Inc.
    - e. T & S Brass and Bronze Works, Inc.
  2. Water Hammer Arresters:
    - a. Amtrol, Inc.
    - b. Josam Co.
    - c. Sioux Chief Manufacturing Co., Inc.
    - d. Smith: Jay R. Smith Mfg. Co.
    - e. Sparco, Inc.
    - f. Tyler Pipe; Wade Div.
    - g. Watts Industries, Inc.; Ancon Drain Div.
    - h. Watts Industries, Inc.; Water Products Div.
    - i. Zurn Industries, Inc.; Hydromechanics Div.

### 2.2 THERMOSTATIC WATER MIXING VALVES

- A. General: ASSE 1017, manually adjustable, thermostatic water mixing valve with bronze body. Include check stop and union on hot- and cold-water-supply inlets, adjustable temperature setting, and capacity at pressure loss as indicated.
  1. Bimetal Thermostat or Liquid-Filled Motor, Operation and Pressure Rating: 125 psig minimum.

B. Individual Fixture Tempering Valves:

1. Comply with ASSE standard 1070.
2. Thermostatic mixing valve with solid bimetal thermostat directly linked to the valve porting controls hot and cold water and compensates for supply temperature and pressure fluctuations.
3. Bronze, brass, nylon, and stainless steel construction; rough bronze finish; 125 psig maximum operating pressure.
4. Adjustable high temperature limit stop for 110 deg F; temperature selector handle with cold-hot scale.
5. Combination check-stops on inlets.
6. Reference Product: Powers LFLM495 or approved equal.

2.3 MISCELLANEOUS PIPING SPECIALTIES

- A. Water Hammer Arresters: ASME A112.26.1M, ASSE 1010, or PDI-WH 201, bellows or piston type with pressurized cushioning chamber. Sizes are based on water-supply fixture units, ASME A112.26.1M sizes A through F and PDI-WH 201 sizes A through F.

PART 3 - EXECUTION

3.1 PLUMBING SPECIALTY INSTALLATION

- A. General: Install plumbing specialty components, connections, and devices according to manufacturer's written instructions.
- B. Fasten recessed, wall-mounting plumbing specialties to reinforcement built into walls.
- C. Install individual stop valve in each water supply to plumbing specialties. Use ball, gate, or globe valve if specific valve is not indicated.
- D. Install water-supply stop valves in accessible locations.
- E. Install escutcheons at wall, floor, and ceiling penetrations in exposed finished locations and within cabinets and millwork. Use deep-pattern escutcheons if required to conceal protruding pipe fittings.
- F. Include wood-blocking reinforcement for recessed and wall-mounting plumbing specialties.

3.2 COMMISSIONING

- A. Before operating systems, perform the following steps:

1. Close drain valves, hydrants, and hose bibbs.
2. Open general-duty valves to fully open position.
3. Remove and clean strainers.
4. Verify that drainage and vent piping are clear of obstructions. Flush with water until clear.

B. Adjust operation and correct deficiencies discovered during commissioning.

### 3.3 PROTECTION

A. Place plugs in ends of uncompleted piping at end of each day or when work stops.

END OF SECTION 221119

## SECTION 221316 - SANITARY WASTE AND VENT PIPING

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes soil and waste, sanitary drainage and vent piping inside the building.
- B. See Division 22 Section "Chemical-Waste Systems for Laboratory and Health Care Facility" for chemical-waste and vent piping systems.

#### 1.2 SUBMITTALS

- A. Field quality-control test reports.

#### 1.3 QUALITY ASSURANCE

- A. Piping materials shall bear label, stamp, or other markings of specified testing agency.
- B. Comply with NSF 14, "Plastics Piping Systems Components and Related Materials," for plastic piping components. Include marking with "NSF-dwv" for plastic drain, waste, and vent piping; "NSF-drain" for plastic drain piping; "NSF-tubular" for plastic continuous waste piping; and "NSF-sewer" for plastic sewer piping.

### PART 2 - PRODUCTS

#### 2.1 PIPING MATERIALS

- A. Flexible Transition Couplings for Underground Nonpressure Piping: ASTM C 1173 with elastomeric sleeve. Include ends of same sizes as piping to be joined and include corrosion-resistant metal band on each end.
- B. Transition Couplings for Underground Pressure Piping: AWWA C219 metal, sleeve-type coupling or other manufactured fitting same size as, with pressure rating at least equal to and ends compatible with, piping to be joined.
- C. Hub-and-Spigot Cast-iron Pipe and Fittings: ASTM A 74, Service class.
  - 1. Gaskets: ASTM C 564, rubber.

D. Hubless Cast-Iron Pipe and Fittings: ASTM A 888 or CISPI 301.

1. Couplings: ASTM C 1277 assembly of metal housing, corrosion-resistant fasteners, and ASTM C 564 rubber sleeve with integral, center pipe stop.
  - a. Heavy-Duty, Type 304, Stainless-Steel Couplings: ASTM A 666, Type 304, stainless-steel shield; stainless-steel bands; and sleeve.
    - 1) NPS 1-1/2 to NPS 4: 3-inch-wide shield with 4 bands.
    - 2) NPS 5 to NPS 10: 4-inch-wide shield with 6 bands.
  - b. Heavy-Duty, Type 301, Stainless-Steel Couplings: ASTM A 666, Type 301, stainless-steel shield; stainless-steel bands; and sleeve.
    - 1) NPS 1-1/2 to NPS 4: 3-inch-wide shield with 4 bands.
    - 2) NPS 5 to NPS 10: 4-inch-wide shield with 6 bands.
  - c. Compact, Stainless-Steel Couplings: CISPI 310 with ASTM A 167, Type 301, or ASTM A 666, Type 301, stainless-steel corrugated shield; stainless-steel bands; and sleeve.
    - 1) NPS 1-1/2 to NPS 4: 2-1/8-inch-wide shield with 2 bands.
    - 2) NPS 5 and NPS 6: 3-inch-wide shield with 4 bands.
    - 3) NPS 8 and NPS 10: 4-inch-wide shield with 4 bands.
    - 4) NPS 12 and NPS 15: 5-1/2-inch-wide shield with 6 bands.

### PART 3 - EXECUTION

#### 3.1 PIPING APPLICATIONS

- A. Transition and special fittings with pressure ratings at least equal to piping pressure ratings may be used in applications below, unless otherwise indicated.
- B. Flanges may be used on aboveground pressure piping, unless otherwise indicated.
- C. Aboveground, Soil, Waste, and Vent Piping: Use any of the following piping materials for each size range:
  1. NPS 1-1/4 and NPS 1-1/2: Use NPS 1-1/2 hubless, cast-iron soil piping and one of the following:
    - a. Couplings: Compact, stainless steel.
  2. NPS 2 to NPS 4: Service class, cast-iron soil piping; gaskets; and gasketed joints.
  3. NPS 2 to NPS 4: Hubless, cast-iron soil piping and one of the following:



- a. Couplings: Heavy-duty, Type 304, stainless steel.
- 4. PVC and ABS Plastic not permitted above ground.

### 3.2 PIPING INSTALLATION

- A. Refer to Division 22 Section "Common Work Results for Plumbing" for basic piping installation.
- B. Install cast-iron soil piping according to CISPI's "Cast Iron Soil Pipe and Fittings Handbook," Chapter IV, "Installation of Cast Iron Soil Pipe and Fittings."
- C. Make changes in direction for soil and waste drainage and vent piping using appropriate branches, bends, and long-sweep bends. Sanitary tees and short-sweep 1/4 bends may be used on vertical stacks if change in direction of flow is from horizontal to vertical. Use long-turn, double Y-branch and 1/8-bend fittings if 2 fixtures are installed back to back or side by side with common drain pipe. Straight tees, elbows, and crosses may be used on vent lines. Do not change direction of flow more than 90 degrees. Use proper size of standard increasers and reducers if pipes of different sizes are connected. Reducing size of drainage piping in direction of flow is prohibited.
- D. Install soil and waste drainage and vent piping at the following minimum slopes, unless otherwise indicated:
  - 1. Building Sanitary Drain: 2 percent downward in direction of flow for piping NPS 2 and smaller; 1 percent downward in direction of flow for piping NPS 3 and larger.
  - 2. Horizontal Sanitary Drainage Piping: 1 percent downward in direction of flow.
  - 3. Vent Piping: 1 percent down toward vertical fixture vent or toward vent stack.
- E. Sleeves are not required for cast-iron soil piping passing through concrete slabs-on-grade if slab is without membrane waterproofing.
- F. Do not enclose, cover, or put piping into operation until it is inspected and approved by authorities having jurisdiction.

### 3.3 JOINT CONSTRUCTION

- A. Refer to Division 22 Section "Common Work Results for Plumbing" for basic piping joint construction.
- B. Cast-Iron, Soil-Piping Joints: Make joints according to CISPI's "Cast Iron Soil Pipe and Fittings Handbook," Chapter IV, "Installation of Cast Iron Soil Pipe and Fittings."
  - 1. Gasketed Joints: Make with rubber gasket matching class of pipe and fittings.

2. Hubless Joints: Make with rubber gasket and sleeve or clamp.

### 3.4 CONNECTIONS

- A. Connect soil and waste piping to exterior sanitary sewerage piping. Use transition fitting to join dissimilar piping materials.
- B. Connect drainage and vent piping to the following:
  1. Plumbing Fixtures: Connect drainage piping in sized indicated, but not smaller than required by plumbing code. Refer to Division 22 Section "Plumbing Fixtures."
  2. Plumbing Fixtures and Equipment: Connect atmospheric vent piping in sized indicated, but not smaller than required by authorities having jurisdiction.
  3. Plumbing Specialties: Connect drainage and vent piping in sizes indicated, but not smaller than required by plumbing code. Refer to Division 22 Section "Domestic Water Piping Specialties."
  4. Equipment: Connect drainage piping as indicated. Provide shutoff valve, if indicated, and union for each connection. Use flanges instead of unions for connections NPS 2-1/2 and larger.

### 3.5 FIELD QUALITY CONTROL

- A. During installation, notify authorities having jurisdiction at least 24 hours before inspection must be made. Perform tests specified below in presence of authorities having jurisdiction.
  1. Roughing-in Inspection: Arrange for inspection of piping before concealing or closing-in after roughing-in and before setting fixtures.
  2. Final Inspection: Arrange for final inspection by authorities having jurisdiction to observe tests specified below and to ensure compliance with requirements.
- B. Reinspection: If authorities having jurisdiction find that piping will not pass test or inspection, make required corrections and arrange for reinspection.
- C. Reports: Prepare inspection reports and have them signed by authorities having jurisdiction.
- D. Test sanitary drainage and vent piping according to procedures of authorities having jurisdiction.
  1. Repair leaks and defects with new materials and retest piping, or portion thereof, until satisfactory results are obtained.
  2. Prepare reports for tests and required corrective action.

3.6 CLEANING

- A. Clean interior of piping. Remove dirt and debris as work progresses.
- B. Protect drains during remainder of construction period to avoid clogging with dirt and debris and to prevent damage from traffic and construction work.
- C. Place plugs in ends of uncompleted piping at end of day and when work stops.

END OF SECTION 221316

## SECTION 224000 - PLUMBING FIXTURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes plumbing fixtures and trim, faucets, other fittings, and related components.

#### 1.3 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections.
- B. Product Data for each plumbing fixture category and type specified. Include selected fixture, trim, fittings, accessories, appliances, appurtenances, equipment, and supports. Indicate materials and finishes, dimensions, construction details, and flow-control rates.
- C. Wiring diagrams from manufacturer for electrically operated units.
- D. Maintenance data for plumbing fixtures and components to include in the operation and maintenance manuals specified in Division 1.

#### 1.4 QUALITY ASSURANCE

- A. Source Limitations: Obtain plumbing fixtures, faucets, and other components of each category from one source and by a single manufacturer.
  - 1. Exception: Where fixtures, faucets, or other components are not available from a single manufacturer, obtain similar products from other manufacturers specified for this category.
- B. Regulatory Requirements: Comply with requirements of Michigan Barrier Free Code; Public Law 90-480, "Architectural Barriers Act"; and Public Law 101-336, "Americans with Disabilities Act"; regarding plumbing fixtures for physically handicapped people.

- C. Energy Policy Act Requirements: Comply with requirements of Public Law 102-486, "Energy Policy Act," regarding water flow rate and water consumption of plumbing fixtures.
- D. Listing and Labeling: Provide electrically operated fixtures and components specified in this Section that are listed and labeled.
  - 1. The Terms "Listed" and "Labeled": As defined in the National Electrical Code, Article 100.
  - 2. Listing and Labeling Agency Qualifications: A "Nationally Recognized Testing Laboratory" (NRTL) as defined in OSHA Regulation 1910.7.
- E. Select combinations of fixtures and trim, faucets, fittings, and other components that are compatible.

#### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver plumbing fixtures in manufacturer's protective packing, crating, and covering.
- B. Store plumbing fixtures on elevated platforms in dry location.

#### 1.6 PROJECT CONDITIONS

- A. Field Measurements: Coordinate roughing-in and final fixture locations and verify that plumbing fixtures can be installed to comply with original design and referenced standards.

### PART 2 - PRODUCTS

#### 2.1 PLUMBING FIXTURE STANDARDS

- A. Comply with applicable standards below and other requirements specified.
  - 1. National Sanitation Foundation Construction: NSF 2.
  - 2. Stainless-Steel Fixtures Other than Service Sinks: ASME A112.19.3M.
  - 3. Vitreous-China Fixtures: ASME A112.19.2M.
  - 4. Water-Closet, Flushometer Tank Trim: ASSE 1037.
  - 5. Faucets: ASME A112.18.1

#### 2.2 SINK AND SINK FAUCETS

- A. Existing to be relocated.

## 2.3 FITTINGS

- A. Fittings for Plumbing Fixtures: Provide all required fittings for fixtures scheduled on the drawings including supplies, supply stops, supply risers, traps, and other fittings.
- B. Fittings include the following:
  - 1. Supply Inlets: Brass pipe or copper tube, size required for final connection.
  - 2. Supply Stops: Chrome-plated brass, angle or straight; compression, loose-key type; same size as supply inlet and with outlet matching supply riser.
  - 3. Supply Risers: 3/8-inch NPS (DN10) flexible copper tube with knob end. Use chrome-plated tube for exposed applications.
  - 4. Supply Risers: 1/2 inch OD x 12 inch long flexible copper tube, knob-end tailpiece. Use chrome-plated tube for exposed applications.
  - 5. Braided stainless steel hose kits, 1/2 inch OD with FIP swivel connectors.
  - 6. Traps (Institutional): Cast brass with slip-joint inlet, cleanout pipe nipple to wall, wall flange, escutcheons, and size to match equipment. Use chrome-plated tube for exposed applications.

## 2.4 ELECTRONIC CONTROLS

- A. Manufacturers: Basis of Design: Provide products by I-CON Systems only.
- B. Mechanical Lavatory Retrofit Cartridge: Model 100474
  - 1. Fits most Acorn, Metcraft, and Willoughby metering cartridges
  - 2. Engineered non-metallic valve body made from Delrin.
  - 3. Interchangeable with other all I-CON valves.
  - 4. Maximum water temperature of 120 degrees F at 100 psi.
- C. Force Activated Touch Sensor: I-CON Model 100215
  - 1. Electronic Force Activated Sensor with no moving parts.
  - 2. 5 VDC.
  - 3. Includes two foot lead with water tight connector, RJ connector.
  - 4. Polished stainless steel vandal proof housing.
  - 5. Tested for 1 million activations.
  - 6. Activates by finger pressure without compromising its sealed integrity.
  - 7. Ability to remote locating up to 300 feet from the controller.
  - 8. Telephone type connectors for connection to controller.
  - 9. Operating temperature from negative 40 F to 257 F.
  - 10. IP 68 Protected.

D. Electronic Retrofit Flushvalve: I-CON Model 100290

1. Concealed Water Closet and Urinal Flush Valve.
2. 24 VAC
3. Manual Bypass Handle
4. 1.6, 1.0 and 1 pint flush options
5. No metering diaphragms.
6. Engineered non-metallic valve body made from high strength glass polymer.
7. Straight thru flow pattern.
8. Positive shut off after pressure loss.
9. Flush activation adjustment to overcome calcium build-up.
10. Interchangeable solenoid with all I-CON valves.

E. Flow Solenoid: I-CON Model 100137.

1. 24VAC
2. Slow Closing.
3. EPDM sealing surfaces.
4. Maximum operating temperature – 120 F and 100 psi.
5. Positive close off.
6. Interchangeable with other I-CON valves.

F. Electronic Controller – 8 I/O Unit: Nexus Model 100191

1. Stand alone or communicating 8 input/ 8 output controller for up to 8 buttons and valves.
2. Can be networked with I-CON Envisage computer system.
3. Water resistant enclosure.
4. Electrical telephone type connectors for sensors and solinoids.
5. Ability to remote up to 300 feet from fixture.
6. UL Listed
7. Power switch on exterior of cabinet.
8. Green LED illuminates at each port to show port is active.
9. Amber LED illuminates with power.
10. Power surge protection and voltage spike protection.
11. 24 VAC, 90 mA current draw; 180 mA draw per each active port.
12. LED Display
13. Controls up to 8 buttons and valves

G. Electronic Manifold Lavatory Valve: I-CON Model 100474

1. Use with hot and cold water serving up to 4 lavatories from one unit.
2. 24 VAC
3. 0.5 gpm flow restrictor.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine roughing-in for potable, hot- and cold-water supply piping systems; soil, waste, and vent piping systems; and supports. Verify that locations and sizes of piping and locations and types of supports match those indicated, before installing and connecting fixtures. Use manufacturer's roughing-in data when roughing-in data are not indicated.
- B. Examine fixtures, walls, floors, and cabinets for suitable conditions where fixtures are to be installed.
- C. Do not proceed until unsatisfactory conditions have been corrected.

#### 3.2 APPLICATIONS

- A. Include supports for plumbing fixtures according to the following:
  - 1. Carriers: For wall-hanging water closets and fixtures supported from wall construction.
  - 2. Chair Carriers: For wall-hanging urinals, lavatories, sinks, drinking fountains, and electric water coolers.
  - 3. Reinforcement: For floor-mounted lavatories and sinks that require securing to wall and recessed, box-mounted, electric water coolers.
  - 4. Fabricate reinforcement from 2-by-4-inch or 2-by-6-inch fire-retardant-treated-wood blocking between studs or 1/4-by-6-inch steel plates attached to studs, in wall construction, to secure fixtures to wall. Include length that will extend beyond ends of fixture mounting bracket and attach to at least 2 studs.

#### 3.3 PLUMBING FIXTURE INSTALLATION

- A. Assemble plumbing fixtures and trim, fittings, faucets, and other components according to manufacturers' written instructions.
- B. Install fixtures level and plumb according to manufacturers' written instructions, roughing-in drawings, and referenced standards.
- C. Fasten wall-hanging plumbing fixtures securely to supports attached to building substrate when supports are specified, and to building wall construction where no support is indicated.
- D. Fasten wall-mounted fixtures to reinforcement built into walls.
- E. Secure supplies to supports or substrate within pipe space behind fixture.



- F. Install water-supply stop valves in accessible locations.
- G. Install escutcheons at wall, floor, and ceiling penetrations in exposed, finished locations and within cabinets and millwork. Use deep-pattern escutcheons where required to conceal protruding pipe fittings.
- H. Seal joints between fixtures and walls, floors, and counters using sanitary-type, 1-part, mildew-resistant, silicone sealant. Match sealant color to fixture color.

### 3.4 CONNECTIONS

- A. Piping installation requirements are specified in other Division 22 Sections. Drawings indicate general arrangement of piping, fittings, and specialties. The following are specific connection requirements:
  - 1. Install piping connections between plumbing fixtures and piping systems and plumbing equipment specified in other Division 22 Sections.
- B. Supply and Waste Connections to Plumbing Fixtures: Provide supplies and stops and traps for all lavatories and sinks.
- C. Supply and Waste Connections to Equipment Specified in Other Sections: Connect equipment with supply inlets, supply stops, supply risers, and traps specified in this Section. Use fitting sizes required to match connected equipment. Connect fittings to plumbing piping.
- D. Arrange for electric-power connections to fixtures and devices that require power. Electric power is specified in Division 26 Sections.
- E. Install all low voltage control wiring including control transformer in accordance with manufacturer's installation instructions and Division 26 requirements.

### 3.5 FIELD QUALITY CONTROL

- A. Verify that installed fixtures are categories and types specified for locations where installed.
- B. Check that fixtures are complete with trim, faucets, fittings, and other specified components.
- C. Inspect installed fixtures for damage. Replace damaged fixtures and components.
- D. Test installed fixtures after water systems are pressurized and demonstrate proper operation. Replace malfunctioning fixtures and components, then retest. Repeat procedure until units operate properly.

3.6 ADJUSTING AND CLEANING

- A. Operate and adjust faucets and controls. Replace damaged and malfunctioning fixtures, fittings, and controls.
- B. Adjust water pressure at, faucets, and flushometer valves having controls, to produce proper flow and stream.
- C. Replace washers and seals of leaking and dripping faucets and stops.
- D. Clean fixtures, faucets, and other fittings with manufacturers' recommended cleaning methods and materials. Include the following:
  - 1. Remove faucet spouts and strainers, remove sediment and debris, and reinstall strainers and spouts.
  - 2. Remove sediment and debris from drains.

3.7 PROTECTION

- A. Provide protective covering for installed fixtures and fittings.

END OF SECTION 224000

## SECTION 260010 - BASIC ELECTRICAL REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 DESCRIPTION OF WORK

- A. Work includes all electrical items and systems shown on the contract drawings and specified herein.
- B. Unless specifically dimensioned, the work shown on the drawings is diagrammatic, and is intended only to show general arrangement.
- C. Include in the work all accessories and devices necessary for the intended operation of any system, whether or not specifically shown or specified.

#### 1.2 STANDARDS OF QUALITY

- A. The specifications establish the standard of quality required, either by description or by references to brand name, name of manufacturers or manufacturer's model number.
- B. Where one product only is specifically identified by name of manufacturer's model number, the Contractor shall base his bid on the use of the name product. Where multiple names are used, the Contractor shall base his bid on the use of any of those products named.
- C. The Contractor may submit with his bid, the names of products which are proposed as substitutions for products named in specifications. Each proposed substitution shall be accompanied by a written sum of money to be added or deducted from his bid. The Owner reserves the sole right to accept or reject said substitutions with or without cause.
- D. When equipment and/or materials are proposed to be purchased from a manufacturer other than those specified, the Contractor shall provide complete data adequate for the Engineer's evaluation of the proposed substitution.
- E. When the equipment other than that specified is used, the Contractor shall be responsible for any extra cost of required revisions such as structural steel, concrete, electrical, piping, etc. Such additional costs shall be identified at the time such substitutions are proposed.

#### 1.3 SUMMARY

- A. This Section includes general administrative and procedural requirements for electrical installations.

1. Submittals
2. Maintenance Manuals
3. Rough-ins
4. Electrical Installations

#### 1.4 SUBMITTALS

- A. The Contractor shall review, approve and submit shop drawings, with promptness so as to cause no delay in his work or in that of others. No submissions will be accepted by the Engineer without the signed review and approval of the Contractor.
- B. The Contractor shall check and verify pertinent field measurements, quantities of equipment and materials required.
- C. Submittals shall be identified by reference to the drawings, sections of specifications, or equipment symbols to which they relate.
- D. Shop drawings, when required, shall include:
  1. Verification of information given in Contract Documents such as performance, dimensions, weight, materials, construction, types, models, manufacturer, etc.
  2. Equipment layouts drawn to scale as may be required.
  3. Wiring diagrams and schematics for equipment.
  4. Any special construction conditions.
  5. Other information/data as may be requested.
- E. All submittals shall identify the specific details of the product or assembly. All optional features being proposed shall be so noted, or the submittal will be rejected.
- F. Review is only for general conformance with the design concept of the project and general compliance with the information given in the contract documents. Any action shown is subject to the requirements of the plans and specification. Contractor is responsible for dimensions which shall be confirmed and correlated at the job site; fabrication processes and techniques of construction; coordination of his work with that of all other trades; and the satisfactory performance of his work.
- G. For items being resubmitted, clearly identify changes made from the initial submittal requested by the Engineer. The Engineer will review only those changes requested and identified by the Contractor.

#### 1.5 MAINTENANCE MANUALS

- A. Prepare maintenance manuals including the following information for equipment items:

1. Description of function, normal operating characteristics and limitations, performance curves, engineering data and tests, and complete nomenclature and commercial numbers of replacement parts.
2. Manufacturer's printed operating procedures to include start-up, break-in, and routine and normal operating instructions; regulation, control, stopping, shutdown, and emergency instructions; and summer and winter operating instructions.
3. Maintenance procedures for routine preventative maintenance and troubleshooting; disassembly, repair, and reassembly; aligning and adjusting instructions.
4. Servicing instructions and lubrication charts and schedules.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to the project properly identified with names, model numbers, types, grades, compliance labels, and other information needed for identification.

#### 1.7 PERMITS, FEES, AND CERTIFICATES OF APPROVAL

- A. Contractor shall acquire all permits and certificates.
- B. Contractor shall provide all labor and instruments required for tests and cleaning of systems.
- C. Whenever tests are required, three (3) copies of the test reports shall be submitted to the Engineer.
- D. Tests may be observed by the Engineer or his representative. Notify the Engineer a minimum of three weeks in advance of the test dates.

#### 1.8 COMPLIANCE WITH CODES, STANDARDS AND REGULATIONS

- A. In the absence of specific instruction in the technical specifications, equipment and installation shall conform to the following applicable codes, standards and regulations, latest editions:
  1. American Society for Testing Materials (ASTM).
  2. American National Standard Institute (ANSI).
  3. Underwriter's Laboratories, Inc. (UL).
  4. American Welding Society Code (AWSC).
  5. Local Building, Electrical, and Fire Codes.
  6. National Electrical Code (NEC).
  7. Service Rules and Regulations of Local Electrical Utility Company.
  8. National Electrical Manufacturer's Association (NEMA).
  9. U.S. Department of Health & Human Services "HRS-M-HF" 84-1.
  10. Occupational Safety and Health Act (OSHA).
  11. National Fire Protection Association (NFPA).

12. Americans with Disabilities Act (ADA).

PART 2 - PRODUCTS - Not Used.

PART 3 - EXECUTION

3.1 ROUGH-IN

- A. Verify final locations for rough-ins with field measurements and with requirements of the actual equipment to be connected.

3.2 ELECTRICAL INSTALLATIONS

- A. General: Sequence, coordinate, and integrate the various elements of electrical systems, materials, and equipment. Comply with the following requirements:
  - 1. Coordinate electrical systems, equipment, and materials installation with other building components.
  - 2. Verify all dimensions by field measurements.
  - 3. Sequence, coordinate, and integrate installations of electrical materials and equipment for efficient flow of the work. Give particular attention to large equipment requiring positioning prior to closing in the building.
  - 4. Where mounting heights are not detailed or dimensioned, install systems, materials, and equipment to provide the maximum headroom possible.
  - 5. Install systems, materials, and equipment to conform with approved submittal data, including coordination drawings, to greatest extent possible. Conform to arrangements indicated by the Contract Documents, recognizing that portions of the Work are shown only in diagrammatic form. Where coordination requirements conflict with individual system requirements, refer conflict to the Engineer.
  - 6. Install systems, materials, and equipment level and plumb, parallel and perpendicular to other building systems and components, where installed exposed in finished spaces.
  - 7. Install electrical equipment to facilitate servicing, maintenance, and repair or replacement of equipment components. As much as practical, connect equipment for ease of disconnecting, with minimum of interference with other installations.
  - 8. Install access panel or doors where units are concealed behind finished surfaces.
  - 9. Install systems, material, and equipment giving right-of-way priority to systems required to be installed at a specified slope.
  - 10. Coordinate all electrical requirements with other trades and their shop drawings prior to installing conduit, wire, switches and breakers. Notify engineer of any discrepancies between document and actual supplied equipment.

### 3.3 CUTTING AND PATCHING

A. General: Performing cutting and patching in accordance with the following requirements:

1. Perform cutting, fitting, and patching of electrical equipment and materials required to:
  - a. Uncover work to provide for installation of ill-timed work.
  - b. Remove and replace defective work.
  - c. Remove and replace work not conforming to requirements of the contract documents.
  - d. Upon written instruction from the Engineer, uncover and restore work to provide for Engineer observation of concealed work.

END OF SECTION 260010

## SECTION 260500 - COMMON WORK RESULTS FOR ELECTRICAL

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section Includes:

1. Electrical equipment coordination and installation.
2. Common electrical installation requirements.

#### 1.2 COORDINATION

A. Coordinate arrangement, mounting, and support of electrical equipment:

1. To allow maximum possible headroom unless specific mounting heights that reduce headroom are indicated.
2. To provide for ease of disconnecting the equipment with minimum interference to other installations.
3. To allow right of way for piping and conduit installed at required slope.
4. So connecting raceways, cables, wireways, cable trays, and busways will be clear of obstructions and of the working and access space of other equipment.

B. Coordinate installation of required supporting devices and set sleeves in cast-in-place concrete, masonry walls, and other structural components as they are constructed.

C. Coordinate location of access panels and doors for electrical items that are behind finished surfaces or otherwise concealed.

### PART 2 - PRODUCTS – Not Used.

### PART 3 - EXECUTION

#### 3.1 COMMON REQUIREMENTS FOR ELECTRICAL INSTALLATION

A. Comply with NECA 1.

B. Measure indicated mounting heights to bottom of unit for suspended items and to center of unit for wall-mounting items.



- C. Headroom Maintenance: If mounting heights or other location criteria are not indicated, arrange and install components and equipment to provide maximum possible headroom consistent with these requirements.
- D. Equipment: Install to facilitate service, maintenance, and repair or replacement of components of both electrical equipment and other nearby installations. Connect in such a way as to facilitate future disconnecting with minimum interference with other items in the vicinity.
- E. Right of Way: Give to piping systems installed at a required slope.

END OF SECTION 260500

## SECTION 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Section Includes:

1. Building wires and cables rated 600 V and less.
2. Connectors, splices, and terminations rated 600 V and less.

### PART 2 - PRODUCTS

#### 2.1 CONDUCTORS AND CABLES

- A. Copper Conductors: Comply with NEMA WC 70/ICEA S-95-658.
- B. Conductor Insulation: Comply with NEMA WC 70/ICEA S-95-658 for Type THHN-2-THWN-2.

#### 2.2 CONNECTORS AND SPLICES

- A. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.

#### 2.3 SYSTEM DESCRIPTION

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with NFPA 70.

### PART 3 - EXECUTION

#### 3.1 CONDUCTOR MATERIAL APPLICATIONS

- A. Feeders: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

- B. Branch Circuits: Copper. Stranded for No. 12 AWG and larger, except VFC cable, which shall be extra flexible stranded.

### 3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

- A. Exposed Feeders: Type THHN-2-THWN-2, single conductors in raceway.
- B. Feeders Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THHN-2-THWN-2, single conductors in raceway.
- C. Exposed Branch Circuits, Including in Crawlspace: Type THHN-2-THWN-2, single conductors in raceway.
- D. Branch Circuits Concealed in Ceilings, Walls, and Partitions: Type THHN-2-THWN-2, single conductors in raceway.
- E. Branch Circuits Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THHN-2-THWN-2, single conductors in raceway.

### 3.3 INSTALLATION OF CONDUCTORS AND CABLES

- A. Conceal cables in finished walls, ceilings, and floors unless otherwise indicated.
- B. Complete raceway installation between conductor and cable termination points according to Section 260533 "Raceways and Boxes for Electrical Systems" prior to pulling conductors and cables.
- C. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- D. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
- E. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.
- F. Support cables according to Section 260529 "Hangers and Supports for Electrical Systems."

### 3.4 CONNECTIONS

- A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.
- B. Make splices, terminations, and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.
  - 1. Use oxide inhibitor in each splice, termination, and tap for aluminum conductors.
- C. Wiring at Outlets: Install conductor at each outlet, with at least 6 inches of slack.

### 3.5 IDENTIFICATION

- A. Identify and color-code conductors and cables according to Section 260553 "Identification for Electrical Systems."
- B. Identify each spare conductor at each end with identity number and location of other end of conductor, and identify as spare conductor.

### 3.6 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

### 3.7 FIRESTOPPING

- A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly.

### 3.8 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections with the assistance of a factory-authorized service representative:
  - 1. After installing conductors and cables and before electrical circuitry has been energized, test for compliance with requirements.
  - 2. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.

- B. Test and Inspection Reports: Prepare a written report to record the following:
1. Procedures used.
  2. Results that comply with requirements.
  3. Results that do not comply with requirements and corrective action taken to achieve compliance with requirements.
- C. Cables will be considered defective if they do not pass tests and inspections.

END OF SECTION 260519

## SECTION 260526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes grounding and bonding systems and equipment.

#### 1.2 INFORMATIONAL SUBMITTALS

- A. As-Built Data: Plans showing dimensioned as-built locations of grounding features specified in "Field Quality Control" Article, including the following:
  - 1. Ground rods.
- B. Qualification Data: For testing agency and testing agency's field supervisor.
- C. Field quality-control reports.

#### 1.3 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For grounding to include in emergency, operation, and maintenance manuals.

#### 1.4 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Member company of NETA or an NRTL.
  - 1. Testing Agency's Field Supervisor: Certified by NETA to supervise on-site testing.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. Comply with UL 467 for grounding and bonding materials and equipment.

### PART 2 – PRODUCTS

## 2.1 SYSTEM DESCRIPTION

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with UL 467 for grounding and bonding materials and equipment.

## 2.2 CONDUCTORS

- A. Insulated Conductors: Copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.
- B. Bare Copper Conductors:
  - 1. Solid Conductors: ASTM B 3.
  - 2. Stranded Conductors: ASTM B 8.
  - 3. Tinned Conductors: ASTM B 33.
  - 4. Bonding Cable: 28 kmil, 14 strands of No. 17 AWG conductor, 1/4 inch in diameter.
  - 5. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
  - 6. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.
  - 7. Tinned Bonding Jumper: Tinned-copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.
- C. Grounding Bus: Predrilled rectangular bars of annealed copper, 1/4 by 4 inches in cross section, with 9/32-inch holes spaced 1-1/8 inches apart. Stand-off insulators for mounting shall comply with UL 891 for use in switchboards, 600 V and shall be Lexan or PVC, impulse tested at 5000 V.

## 2.3 CONNECTORS

- A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.
- B. Bolted Connectors for Conductors and Pipes: Copper or copper alloy.
- C. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.
- D. Bus-Bar Connectors: Mechanical type, cast silicon bronze, solderless compression-type wire terminals, and long-barrel, two-bolt connection to ground bus bar.

## 2.4 GROUNDING ELECTRODES

- A. Ground Rods: Copper-clad steel; 5/8 by 96 inches.

## 3 EXECUTION

### 3.1 APPLICATIONS

- A. Conductors: Install stranded conductors for No. 8 AWG and larger unless otherwise indicated.
- B. Grounding Bus: Install in cabinets.
  - 1. Install bus horizontally, on insulated spacers 2 inches minimum from housing.
- C. Conductor Terminations and Connections:
  - 1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.
  - 2. Underground Connections: Welded connectors except at test wells and as otherwise indicated.
  - 3. Connections to Ground Rods at Test Wells: Bolted connectors.

### 3.2 GROUNDING UNDERGROUND DISTRIBUTION SYSTEM COMPONENTS

- A. Comply with IEEE C2 grounding requirements.
- B. Grounding Manholes and Handholes: Install a driven ground rod through manhole or handhole floor, close to wall, and set rod depth so 4 inches will extend above finished floor. If necessary, install ground rod before manhole is placed and provide No. 1/0 AWG bare, tinned-copper conductor from ground rod into manhole through a waterproof sleeve in manhole wall. Protect ground rods passing through concrete floor with a double wrapping of pressure-sensitive insulating tape or heat-shrunk insulating sleeve from 2 inches above to 6 inches below concrete. Seal floor opening with waterproof, non-shrink grout.
- C. Grounding Connections to Manhole Components: Bond exposed-metal parts such as inserts, cable racks, pulling irons, ladders, and cable shields within each manhole or handhole, to ground rod or grounding conductor. Make connections with No. 4 AWG minimum, stranded, hard-drawn copper bonding conductor. Train conductors level or plumb around corners and fasten to manhole walls. Connect to cable armor and cable shields according to written instructions by manufacturer of splicing and termination kits.
- D. Pad-Mounted Cabinets: Install two ground rods and ground ring around the pad. Ground pad-mounted equipment and noncurrent-carrying metal items associated with substations by connecting them to underground cable and grounding electrodes. Install tinned-copper



conductor not less than No. 2 AWG for ground ring and for taps to equipment grounding terminals. Bury ground ring not less than 6 inches from the foundation.

### 3.3 EQUIPMENT GROUNDING

- A. Install insulated equipment grounding conductors with all feeders and branch circuits.
- B. Install insulated equipment grounding conductors with the following items, in addition to those required by NFPA 70:
  - 1. Feeders and branch circuits.
  - 2. Lighting circuits.
  - 3. Receptacle circuits.
  - 4. Flexible raceway runs.

### 3.4 INSTALLATION

- A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
- B. Ground Rods: Drive rods until tops are 2 inches below finished floor or final grade unless otherwise indicated.
  - 1. Interconnect ground rods with grounding electrode conductor below grade and as otherwise indicated. Make connections without exposing steel or damaging coating if any.
- C. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.
  - 1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
  - 2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install bonding so vibration is not transmitted to rigidly mounted equipment.
  - 3. Use exothermic-welded connectors for outdoor locations; if a disconnect-type connection is required, use a bolted clamp.

### 3.5 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
- B. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections.
- C. Perform tests and inspections.
  - 1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.
- D. Tests and Inspections:
  - 1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.
  - 2. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.
  - 3. Test completed grounding system at each location where a maximum ground-resistance level is specified at individual ground rods. Make tests at ground rods before any conductors are connected.
    - a. Measure ground resistance no fewer than two full days after last trace of precipitation and without soil being moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance.
    - b. Perform tests by fall-of-potential method according to IEEE 81.
  - 4. Prepare dimensioned Drawings locating each ground rod and other grounding electrodes. Identify each by letter in alphabetical order and key to the record of tests and observations. Include the number of rods driven and their depth at each location and include observations of weather and other phenomena that may affect test results. Describe measures taken to improve test results.
- E. Grounding system will be considered defective if it does not pass tests and inspections.
- F. Prepare test and inspection reports.
- G. Report measured ground resistances that exceed the following values:
  - 1. Power and Lighting Equipment or System with Capacity of 500 kVA and Less: 10 ohms.
  - 2. Power Distribution Units or Panelboards Serving Electronic Equipment: 1 ohm(s).
  - 3. Manhole Grounds: 10 ohms.

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Design and Construction Division  
St. Louis Correctional Facility  
Housing Unit #4 Conversion  
File No: 472/26266.CTS  
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Matrix Consulting Engineers, Inc.  
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- H. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Architect promptly and include recommendations to reduce ground resistance.

END OF SECTION 260526

## SECTION 260529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes the following:

1. Hangers and supports for electrical equipment and systems.

#### 1.2 PERFORMANCE REQUIREMENTS

- A. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.
- B. Rated Strength: Adequate in tension, shear, and pullout force to resist maximum loads calculated or imposed for this Project, with a minimum structural safety factor of five times the applied force.

#### 1.3 QUALITY ASSURANCE

- A. Welding: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
- B. Comply with NFPA 70.

#### 1.4 COORDINATION

- A. Coordinate size and location of concrete bases. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified together with concrete Specifications.

### PART 2 - PRODUCTS

#### 2.1 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

- A. Steel Slotted Support Systems: Comply with MFMA-4, factory-fabricated components for field assembly.

1. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.
  2. Painted Coatings: Manufacturer's standard painted coating applied according to MFMA-4.
  3. Channel Dimensions: Selected for applicable load criteria.
- B. Raceway and Cable Supports: As described in NECA 1 and NECA 101.
- C. Conduit and Cable Support Devices: Steel hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.
- D. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.
- E. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:
1. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete, steel, or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
  2. Mechanical-Expansion Anchors: Insert-wedge-type, zinc-coated steel, for use in hardened portland cement concrete with tension, shear, and pullout capacities appropriate for supported loads and building materials in which used.
  3. Concrete Inserts: Steel or malleable-iron, slotted support system units similar to MSS Type 18; complying with MFMA-4 or MSS SP-58.
  4. Clamps for Attachment to Steel Structural Elements: MSS SP-58, type suitable for attached structural element.
  5. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
  6. Toggle Bolts: All-steel springhead type.
  7. Hanger Rods: Threaded steel.

## 2.2 FABRICATED METAL EQUIPMENT SUPPORT ASSEMBLIES

- A. Description: Welded or bolted, structural-steel shapes, shop or field fabricated to fit dimensions of supported equipment.

## PART 3 - EXECUTION

### 3.1 APPLICATION

- A. Comply with NECA 1 and NECA 101 for application of hangers and supports for electrical equipment and systems except if requirements in this Section are stricter.
- B. Maximum Support Spacing and Minimum Hanger Rod Size for Raceway: Space supports for EMT, IMC, and RMC as required by NFPA 70. Minimum rod size shall be 1/4 inch in diameter.
- C. Spring-steel clamps designed for supporting single conduits without bolts may be used for 1-1/2-inch and smaller raceways serving branch circuits and communication systems above suspended ceilings and for fastening raceways to trapeze supports.

### 3.2 SUPPORT INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this Article.
- B. Raceway Support Methods: In addition to methods described in NECA 1, EMT, IMC, and RMC may be supported by openings through structure members, as permitted in NFPA 70.
- C. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb.
- D. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:
  - 1. To Wood: Fasten with lag screws or through bolts.
  - 2. To New Concrete: Bolt to concrete inserts.
  - 3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
  - 4. To Existing Concrete: Expansion anchor fasteners.
  - 5. Instead of expansion anchors, powder-actuated driven threaded studs provided with lock washers and nuts may be used in existing standard-weight concrete 4 inches thick or greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than 4 inches thick.
  - 6. To Steel: Welded threaded studs complying with AWS D1.1/D1.1M, with lock washers and nuts.
  - 7. To Light Steel: Sheet metal screws.

8. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate.
- E. Drill holes for expansion anchors in concrete at locations and to depths that avoid reinforcing bars.

### 3.3 INSTALLATION OF FABRICATED METAL SUPPORTS

- A. Comply with installation requirements.
- B. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.
- C. Field Welding: Comply with AWS D1.1/D1.1M.

### 3.4 CONCRETE BASES

- A. Construct concrete bases of dimensions indicated but not less than 4 inches larger in both directions than supported unit, and so anchors will be a minimum of 10 bolt diameters from edge of the base.
- B. Use 3000-psi, 28-day compressive-strength concrete.
- C. Anchor equipment to concrete base.
  1. Place and secure anchorage devices. Use supported equipment manufacturer's setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
  2. Install anchor bolts to elevations required for proper attachment to supported equipment.
  3. Install anchor bolts according to anchor-bolt manufacturer's written instructions.

END OF SECTION 260529

## SECTION 260533 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section Includes:

1. Metal conduits, tubing, and fittings.
2. Nonmetal conduits, tubing, and fittings.
3. Metal wireways and auxiliary gutters.
4. Boxes, enclosures, and cabinets.
5. Handholes and boxes for exterior underground cabling.

#### 1.2 ACTION SUBMITTALS

- A. Product Data: For fittings, floor boxes, hinged-cover enclosures, and cabinets.
- B. Shop Drawings: For custom enclosures and cabinets. Include plans, elevations, sections, and attachment details.

### PART 2 - PRODUCTS

#### 2.1 METAL CONDUITS, TUBING, AND FITTINGS

- A. Listing and Labeling: Metal conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. GRC: Comply with ANSI C80.1 and UL 6.
- C. ARC: Comply with ANSI C80.5 and UL 6A.
- D. IMC: Comply with ANSI C80.6 and UL 1242.
- E. EMT: Comply with ANSI C80.3 and UL 797.
- F. FMC: Comply with UL 1; zinc-coated steel.
- G. LFMC: Flexible steel conduit with PVC jacket and complying with UL 360.
- H. Fittings for Metal Conduit: Comply with NEMA FB 1 and UL 514B.



1. Fittings for EMT:

- a. Material: Steel.
- b. Type: Setscrew.

- I. Joint Compound for IMC, GRC, or ARC: Approved, as defined in NFPA 70, by authorities having jurisdiction for use in conduit assemblies, and compounded for use to lubricate and protect threaded conduit joints from corrosion and to enhance their conductivity.

2.2 NONMETALLIC CONDUITS, TUBING, AND FITTINGS

- A. Listing and Labeling: Nonmetallic conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. ENT: Comply with NEMA TC 13 and UL 1653.
- C. RNC: Type EPC-40-PVC, complying with NEMA TC 2 and UL 651 unless otherwise indicated.
- D. LFNC: Comply with UL 1660.
- E. Rigid HDPE: Comply with UL 651A.
- F. Continuous HDPE: Comply with UL 651B.
- G. Coilable HDPE: Preassembled with conductors or cables, and complying with ASTM D 3485.
- H. RTRC: Comply with UL 1684A and NEMA TC 14.
- I. Fittings for ENT and RNC: Comply with NEMA TC 3; match to conduit or tubing type and material.
- J. Fittings for LFNC: Comply with UL 514B.
- K. Solvent cements and adhesive primers shall have a VOC content of 510 and 550 g/L or less, respectively, when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- L. Solvent cements and adhesive primers shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

## 2.3 METAL WIREWAYS AND AUXILIARY GUTTERS

- A. Description: Sheet metal, complying with UL 870 and NEMA 250, Type 3R unless otherwise indicated, and sized according to NFPA 70.
  - 1. Metal wireways installed outdoors shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Fittings and Accessories: Include covers, couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.
- C. Wireway Covers: Flanged-and-gasketed type unless otherwise indicated.
- D. Finish: Manufacturer's standard enamel finish.

## 2.4 BOXES, ENCLOSURES, AND CABINETS

- A. General Requirements for Boxes, Enclosures, and Cabinets: Boxes, enclosures, and cabinets installed in wet locations shall be listed for use in wet locations.
- B. Sheet Metal Outlet and Device Boxes: Comply with NEMA OS 1 and UL 514A.
- C. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.
- D. Box extensions used to accommodate new building finishes shall be of same material as recessed box.
- E. Device Box Dimensions: 4 inches square by 2-1/8 inches deep.
- F. Gangable boxes are prohibited.
- G. Cabinets:
  - 1. NEMA 250, Type 3R galvanized-steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel.
  - 2. Hinged door in front cover with flush latch and concealed hinge.
  - 3. Key latch to match panelboards.
  - 4. Metal barriers to separate wiring of different systems and voltage.
  - 5. Accessory feet where required for freestanding equipment.

## 2.5 HANDHOLES AND BOXES FOR EXTERIOR UNDERGROUND WIRING

- A. General Requirements for Boxes:

1. Boxes and handholes for use in underground systems shall be designed and identified as defined in NFPA 70, for intended location and application.
2. Boxes installed in wet areas shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

## 2.6 SOURCE QUALITY CONTROL FOR UNDERGROUND ENCLOSURES

- A. Pull-Box Prototype Test: Test prototypes boxes for compliance with SCTE 77. Strength tests shall be for specified tier ratings of products supplied.
1. Tests of materials shall be performed by an independent testing agency.
  2. Strength tests of complete boxes and covers shall be by either an independent testing agency or manufacturer. A qualified registered professional engineer shall certify tests by manufacturer.
  3. Testing machine pressure gages shall have current calibration certification complying with ISO 9000 and ISO 10012 and traceable to NIST standards.
  4. Where direct-buried conductors, raceway, or cables are subject to movement by settlement or frost, direct-buried conductors, raceway, or cables shall be arranged so as to prevent damage to the enclosed conductors or to equipment connected to raceways.

## PART 3 - EXECUTION

### 3.1 RACEWAY APPLICATION

- A. Outdoors: Apply raceway products as specified below unless otherwise indicated:
1. Exposed Conduit: GRC.
  2. Concealed Conduit, Aboveground: GRC.
  3. Underground Conduit: RNC, Type EPC-40-PVC,.
  4. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC or LFNC.
  5. Boxes and Enclosures, Aboveground: NEMA 250, Type 3R.
- B. Indoors: Apply raceway products as specified below unless otherwise indicated:
1. Exposed, Not Subject to Physical Damage: EMT.
  2. Concealed in Ceilings and Interior Walls and Partitions: EMT.
  3. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC, except use LFMC in damp or wet locations.
  4. Damp or Wet Locations: GRC.
  5. Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 4 stainless steel in institutional and commercial kitchens and damp or wet locations.

- C. Minimum Raceway Size: 3/4-inch trade size.
- D. Raceway Fittings: Compatible with raceways and suitable for use and location.
  - 1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings unless otherwise indicated. Comply with NEMA FB 2.10.
  - 2. EMT: Use setscrew, fittings. Comply with NEMA FB 2.10.
  - 3. Flexible Conduit: Use only fittings listed for use with flexible conduit. Comply with NEMA FB 2.20.
- E. Install nonferrous conduit or tubing for circuits operating above 60 Hz. Where aluminum raceways are installed for such circuits and pass through concrete, install in nonmetallic sleeve.
- F. Do not install aluminum conduits, boxes, or fittings in contact with concrete or earth.
- G. Do not install nonmetallic conduit where ambient temperature exceeds 120 deg F.

### 3.2 INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except where requirements on Drawings or in this article are stricter. Comply with NECA 102 for aluminum conduits. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.
- B. Keep raceways at least 6 inches away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.
- C. Complete raceway installation before starting conductor installation.
- D. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for hangers and supports.
- E. Arrange stub-ups so curved portions of bends are not visible above finished slab.
- F. Install no more than the equivalent of three 90-degree bends in any conduit run except for control wiring conduits, for which fewer bends are allowed. Support within 12 inches of changes in direction.
- G. Conceal conduit and EMT within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.
- H. Support conduit within 12 inches of enclosures to which attached.
- I. Stub-ups to Above Recessed Ceilings:

1. Use EMT, IMC, or RMC for raceways.
  2. Use a conduit bushing or insulated fitting to terminate stub-ups not terminated in hubs or in an enclosure.
- J. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.
- K. Coat field-cut threads on PVC-coated raceway with a corrosion-preventing conductive compound prior to assembly.
- L. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors including conductors smaller than No. 4 AWG.
- M. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to 1-1/4-inch trade size and insulated throat metal bushings on 1-1/2-inch trade size and larger conduits terminated with locknuts. Install insulated throat metal grounding bushings on service conduits.
- N. Install raceways square to the enclosure and terminate at enclosures with locknuts. Install locknuts hand tight plus 1/4 turn more.
- O. Do not rely on locknuts to penetrate nonconductive coatings on enclosures. Remove coatings in the locknut area prior to assembling conduit to enclosure to assure a continuous ground path.
- P. Cut conduit perpendicular to the length. For conduits 2-inch trade size and larger, use roll cutter or a guide to make cut straight and perpendicular to the length.
- Q. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb tensile strength. Leave at least 12 inches of slack at each end of pull wire. Cap underground raceways designated as spare above grade alongside raceways in use.
- R. Surface Raceways:
1. Install surface raceway with a minimum 2-inch radius control at bend points.
  2. Secure surface raceway with screws or other anchor-type devices at intervals not exceeding 48 inches and with no less than two supports per straight raceway section. Support surface raceway according to manufacturer's written instructions. Tape and glue are not acceptable support methods.
- S. Install raceway sealing fittings at accessible locations according to NFPA 70 and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings according to NFPA 70.

- T. Install devices to seal raceway interiors at accessible locations. Locate seals so no fittings or boxes are between the seal and the following changes of environments. Seal the interior of all raceways at the following points:
  - 1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
  - 2. Where an underground service raceway enters a building or structure.
  - 3. Where otherwise required by NFPA 70.
- U. Comply with manufacturer's written instructions for solvent welding RNC and fittings.
- V. Expansion-Joint Fittings:
  - 1. Install in each run of aboveground RNC that is located where environmental temperature change may exceed 30 deg F and that has straight-run length that exceeds 25 feet. Install in each run of aboveground RMC and EMT conduit that is located where environmental temperature change may exceed 100 deg F and that has straight-run length that exceeds 100 feet.
  - 2. Install type and quantity of fittings that accommodate temperature change listed for each of the following locations:
    - a. Outdoor Locations Not Exposed to Direct Sunlight: 125 deg F temperature change.
    - b. Outdoor Locations Exposed to Direct Sunlight: 155 deg F temperature change.
    - c. Indoor Spaces Connected with Outdoors without Physical Separation: 125 deg F temperature change.
    - d. Attics: 135 deg F temperature change.
  - 3. Install fitting(s) that provide expansion and contraction for at least 0.00041 inch per foot of length of straight run per deg F of temperature change for PVC conduits. Install fitting(s) that provide expansion and contraction for at least 0.000078 inch per foot of length of straight run per deg F of temperature change for metal conduits.
  - 4. Install expansion fittings at all locations where conduits cross building or structure expansion joints.
  - 5. Install each expansion-joint fitting with position, mounting, and piston setting selected according to manufacturer's written instructions for conditions at specific location at time of installation. Install conduit supports to allow for expansion movement.
- W. Flexible Conduit Connections: Comply with NEMA RV 3. Use a maximum of 72 inches of flexible conduit for equipment subject to vibration, noise transmission, or movement; and for transformers and motors.
  - 1. Use LFMC in damp or wet locations subject to severe physical damage.
  - 2. Use LFMC or LFNC in damp or wet locations not subject to severe physical damage.

- X. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for the purpose.
- Y. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.

### 3.3 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

### 3.4 PROTECTION

- A. Protect coatings, finishes, and cabinets from damage and deterioration.
  - 1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
  - 2. Repair damage to PVC coatings or paint finishes with matching touchup coating recommended by manufacturer.

END OF SECTION 260533

## SECTION 260544 - SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS AND CABLING

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Section Includes:

1. Sleeves for raceway and cable penetration of non-fire-rated construction walls and floors.
2. Sleeve-seal systems.
3. Sleeve-seal fittings.
4. Grout.
5. Silicone sealants.

### PART 2 - PRODUCTS

#### 2.1 SLEEVES

##### A. Wall Sleeves:

1. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, zinc coated, plain ends.
2. Cast-Iron Pipe Sleeves: Cast or fabricated "wall pipe," equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop unless otherwise indicated.

##### B. Sleeves for Conduits Penetrating Non-Fire-Rated Gypsum Board Assemblies: Galvanized-steel sheet; 0.0239-inch minimum thickness; round tube closed with welded longitudinal joint, with tabs for screw-fastening the sleeve to the board.

##### C. PVC-Pipe Sleeves: ASTM D 1785, Schedule 40.

##### D. Molded-PVC Sleeves: With nailing flange for attaching to wooden forms.

##### E. Molded-PE or -PP Sleeves: Removable, tapered-cup shaped, and smooth outer surface with nailing flange for attaching to wooden forms.

#### 2.2 SLEEVE-SEAL SYSTEMS

##### A. Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and raceway or cable.



1. Sealing Elements: EPDM rubber interlocking links shaped to fit surface of pipe. Include type and number required for pipe material and size of pipe.
2. Pressure Plates: Carbon steel.
3. Connecting Bolts and Nuts: Carbon steel, with corrosion-resistant coating, of length required to secure pressure plates to sealing elements.

## 2.3 SLEEVE-SEAL FITTINGS

- A. Description: Manufactured plastic, sleeve-type, waterstop assembly made for embedding in concrete slab or wall. Unit shall have plastic or rubber waterstop collar with center opening to match piping OD.
  1. Manufacturers: Subject to compliance with requirements, provide products by the following:
    - a. Presealed Systems.

## 2.4 GROUT

- A. Description: Nonshrink; recommended for interior and exterior sealing openings in non-fire-rated walls or floors.
- B. Standard: ASTM C 1107/C 1107M, Grade B, post-hardening and volume-adjusting, dry, hydraulic-cement grout.
- C. Design Mix: 5000-psi, 28-day compressive strength.
- D. Packaging: Premixed and factory packaged.

## 2.5 SILICONE SEALANTS

- A. Silicone Sealants: Single-component, silicone-based, neutral-curing elastomeric sealants of grade indicated below.
  1. Grade: Pourable (self-leveling) formulation for openings in floors and other horizontal surfaces that are not fire rated.
  2. Sealant shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."
- B. Silicone Foams: Multicomponent, silicone-based liquid elastomers that, when mixed, expand and cure in place to produce a flexible, nonshrinking foam.

### PART 3 - EXECUTION

#### 3.1 SLEEVE INSTALLATION FOR NON-FIRE-RATED ELECTRICAL PENETRATIONS

- A. Comply with NECA 1.
- B. Comply with NEMA VE 2 for cable tray and cable penetrations.
- C. Sleeves for Conduits Penetrating Above-Grade Non-Fire-Rated Concrete and Masonry-Unit Floors and Walls:
  - 1. Interior Penetrations of Non-Fire-Rated Walls and Floors:
    - a. Seal annular space between sleeve and raceway or cable, using joint sealant appropriate for size, depth, and location of joint.
    - b. Seal space outside of sleeves with mortar or grout. Pack sealing material solidly between sleeve and wall so no voids remain. Tool exposed surfaces smooth; protect material while curing.
  - 2. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.
  - 3. Size pipe sleeves to provide 1/4-inch annular clear space between sleeve and raceway or cable unless sleeve seal is to be installed.
  - 4. Install sleeves for wall penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of walls. Cut sleeves to length for mounting flush with both surfaces of walls. Deburr after cutting.
  - 5. Install sleeves for floor penetrations. Extend sleeves installed in floors 2 inches above finished floor level. Install sleeves during erection of floors.
- D. Sleeves for Conduits Penetrating Non-Fire-Rated Gypsum Board Assemblies:
  - 1. Use circular metal sleeves unless penetration arrangement requires rectangular sleeved opening.
  - 2. Seal space outside of sleeves with approved joint compound for gypsum board assemblies.
- E. Aboveground, Exterior-Wall Penetrations: Seal penetrations using steel pipe sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch annular clear space between pipe and sleeve for installing mechanical sleeve seals.
- F. Underground, Exterior-Wall and Floor Penetrations: Install cast-iron pipe sleeves. Size sleeves to allow for 1-inch annular clear space between raceway or cable and sleeve for installing sleeve-seal system.

### 3.2 SLEEVE-SEAL-SYSTEM INSTALLATION

- A. Install sleeve-seal systems in sleeves in exterior concrete walls and slabs-on-grade at raceway entries into building.
- B. Install type and number of sealing elements recommended by manufacturer for raceway or cable material and size. Position raceway or cable in center of sleeve. Assemble mechanical sleeve seals and install in annular space between raceway or cable and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

### 3.3 SLEEVE-SEAL-FITTING INSTALLATION

- A. Install sleeve-seal fittings in new walls and slabs as they are constructed.
- B. Assemble fitting components of length to be flush with both surfaces of concrete slabs and walls. Position waterstop flange to be centered in concrete slab or wall.
- C. Secure nailing flanges to concrete forms.
- D. Using grout, seal the space around outside of sleeve-seal fittings.

END OF SECTION 260544

## SECTION 260553 - IDENTIFICATION FOR ELECTRICAL SYSTEMS

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section Includes:

1. Identification for raceways.
2. Identification of power and control cables.
3. Identification for conductors.
4. Underground-line warning tape.
5. Warning labels and signs.
6. Instruction signs.
7. Equipment identification labels.
8. Miscellaneous identification products.

#### 1.2 QUALITY ASSURANCE

- A. Comply with ANSI A13.1 and IEEE C2.
- B. Comply with NFPA 70.
- C. Comply with 29 CFR 1910.144 and 29 CFR 1910.145.
- D. Comply with ANSI Z535.4 for safety signs and labels.
- E. Adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers, shall comply with UL 969.

#### 1.3 COORDINATION

- A. Coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, Drawings, Shop Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual; and with those required by codes, standards, and 29 CFR 1910.145. Use consistent designations throughout Project.
- B. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.
- C. Coordinate installation of identifying devices with location of access panels and doors.

- D. Install identifying devices before installing acoustical ceilings and similar concealment.

## PART 2 - PRODUCTS

### 2.1 POWER AND CONTROL RACEWAY IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway size.
- B. Colors for Raceways Carrying Circuits at 600 V or Less:
  - 1. Black letters on an orange field.
  - 2. Legend: Indicate voltage.
- C. Vinyl Labels for Raceways Carrying Circuits at 600 V or Less: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound clear adhesive tape for securing ends of legend label.
- D. Snap-Around, Color-Coding Bands for Raceways Carrying Circuits at 600 V or Less: Slit, pretensioned, flexible, solid-colored acrylic sleeve, 2 inches long, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.
- E. Write-On Tags: Polyester tag, 0.015 inch thick, with corrosion-resistant grommet and cable tie for attachment to conductor or cable.
  - 1. Marker for Tags: Machine-printed, permanent, waterproof, black ink marker recommended by printer manufacturer.

### 2.2 POWER AND CONTROL CABLE IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each cable size.
- B. Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound clear adhesive tape for securing ends of legend label.
- C. Self-Adhesive, Self-Laminating Polyester Labels: Preprinted, 3-mil- thick flexible label with acrylic pressure-sensitive adhesive that provides a clear, weather- and chemical-resistant, self-laminating, protective shield over the legend. Labels sized to fit the cable diameter such that the clear shield overlaps the entire printed legend.
- D. Write-On Tags: Polyester tag, 0.015 inch thick, with corrosion-resistant grommet and cable tie for attachment to conductor or cable.

1. Marker for Tags: Machine-printed, permanent, waterproof, black ink marker recommended by printer manufacturer.
- E. Snap-Around, Color-Coding Bands: Slit, pretensioned, flexible, solid-colored acrylic sleeve, 2 inches long, with diameter sized to suit diameter of cable it identifies and to stay in place by gripping action.

## 2.3 CONDUCTOR IDENTIFICATION MATERIALS

- A. Color-Coding Conductor Tape: Colored, self-adhesive vinyl tape not less than 3 mils thick by 1 to 2 inches wide.
- B. Self-Adhesive, Self-Laminating Polyester Labels: Preprinted, 3-mil- thick flexible label with acrylic pressure-sensitive adhesive that provides a clear, weather- and chemical-resistant, self-laminating, protective shield over the legend. Labels sized to fit the conductor diameter such that the clear shield overlaps the entire printed legend.
- C. Snap-Around, Color-Coding Bands: Slit, pretensioned, flexible, solid-colored acrylic sleeve with diameter sized to suit diameter of conductor it identifies and to stay in place by gripping action.
- D. Write-On Tags: Polyester tag, 0.015 inch thick, with corrosion-resistant grommet and cable tie for attachment to conductor or cable.
  1. Labels for Tags: Self-adhesive label, machine-printed with permanent, waterproof, black ink recommended by printer manufacturer, sized for attachment to tag.

## 2.4 UNDERGROUND-LINE WARNING TAPE

- A. Tape:
  1. Recommended by manufacturer for the method of installation and suitable to identify and locate underground electrical and communications utility lines.
  2. Printing on tape shall be permanent and shall not be damaged by burial operations.
  3. Tape material and ink shall be chemically inert, and not subject to degrading when exposed to acids, alkalis, and other destructive substances commonly found in soils.
- B. Color and Printing:
  1. Comply with ANSI Z535.1 through ANSI Z535.5.
  2. Inscriptions for Red-Colored Tapes: ELECTRIC LINE, HIGH VOLTAGE.
  3. Inscriptions for Orange-Colored Tapes: COMMUNICATIONS CABLE, OPTICAL FIBER CABLE.

C. Tag: Type ID 480V, Fiber and Low Voltage Conduits:

1. Detectable three-layer laminate, consisting of a printed pigmented polyolefin film, a solid aluminum-foil core, and a clear protective film that allows inspection of the continuity of the conductive core, bright-colored, continuous-printed on one side with the inscription of the utility, compounded for direct-burial service.
2. Overall Thickness: 5 mils.
3. Foil Core Thickness: 0.35 mil.
4. Weight: 28 lb/1000 sq. ft..
5. 3-Inch Tensile According to ASTM D 882: 70 lbf, and 4600 psi.

2.5 WARNING LABELS AND SIGNS

A. Comply with NFPA 70 and 29 CFR 1910.145.

B. Self-Adhesive Warning Labels: Factory-printed, multicolor, pressure-sensitive adhesive labels, configured for display on front cover, door, or other access to equipment unless otherwise indicated.

C. Baked-Enamel Warning Signs:

1. Preprinted aluminum signs, punched or drilled for fasteners, with colors, legend, and size required for application.
2. 1/4-inch grommets in corners for mounting.
3. Nominal size, 7 by 10 inches.

D. Metal-Backed, Butyrate Warning Signs:

1. Weather-resistant, nonfading, preprinted, cellulose-acetate butyrate signs with 0.0396-inch galvanized-steel backing; and with colors, legend, and size required for application.
2. 1/4-inch grommets in corners for mounting.
3. Nominal size, 10 by 14 inches.

E. Warning label and sign shall include, but are not limited to, the following legends:

1. Workspace Clearance Warning: "WARNING - OSHA REGULATION - AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 36 INCHES."

2.6 INSTRUCTION SIGNS

A. Engraved, laminated acrylic or melamine plastic, minimum 1/16 inch thick for signs up to 20 sq. inches and 1/8 inch thick for larger sizes.

1. Engraved legend with black letters on white face.

2. Punched or drilled for mechanical fasteners.
3. Framed with mitered acrylic molding and arranged for attachment at applicable equipment.

## 2.7 EQUIPMENT IDENTIFICATION LABELS

- A. Adhesive Film Label: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch.
- B. Adhesive Film Label with Clear Protective Overlay: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch. Overlay shall provide a weatherproof and UV-resistant seal for label.
- C. Self-Adhesive, Engraved, Laminated Acrylic or Melamine Label: Adhesive backed, with white letters on a dark-gray background. Minimum letter height shall be 3/8 inch.
- D. Engraved, Laminated Acrylic or Melamine Label: Punched or drilled for screw mounting. White letters on a dark-gray background. Minimum letter height shall be 3/8 inch.
- E. Stenciled Legend: In nonfading, waterproof, black ink or paint. Minimum letter height shall be 1 inch.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Verify identity of each item before installing identification products.
- B. Location: Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment.
- C. Apply identification devices to surfaces that require finish after completing finish work.
- D. Self-Adhesive Identification Products: Clean surfaces before application, using materials and methods recommended by manufacturer of identification device.
- E. Attach signs and plastic labels that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.
- F. Attach plastic raceway and cable labels that are not self-adhesive type with clear vinyl tape with adhesive appropriate to the location and substrate.



- G. System Identification Color-Coding Bands for Raceways and Cables: Each color-coding band shall completely encircle cable or conduit. Place adjacent bands of two-color markings in contact, side by side. Locate bands at changes in direction, at penetrations of walls and floors, at 50-foot maximum intervals in straight runs, and at 25-foot maximum intervals in congested areas.
- H. Aluminum Wraparound Marker Labels and Metal Tags: Secure tight to surface of conductor or cable at a location with high visibility and accessibility.
- I. Underground-Line Warning Tape: During backfilling of trenches install continuous underground-line warning tape directly above line at 6 to 8 inches below finished grade. Use multiple tapes where width of multiple lines installed in a common trench exceeds 16 inches overall.
- J. Painted Identification: Comply with requirements in painting Sections for surface preparation and paint application.

### 3.2 IDENTIFICATION SCHEDULE

- A. Accessible Raceways and Metal-Clad Cables, 600 V or Less, for Service, Feeder, and Branch Circuits More Than 30 A, and 120 V to ground: Identify with self-adhesive vinyl label. Install labels at 30-foot maximum intervals.
- B. Accessible Raceways and Cables within Buildings: Identify the covers of each junction and pull box of the following systems with self-adhesive vinyl labels with the wiring system legend and system voltage. System legends shall be as follows:
  - 1. Power.
- C. Power-Circuit Conductor Identification, 600 V or Less: For conductors in vaults, pull and junction boxes, manholes, and handholes, use color-coding conductor tape to identify the phase.
  - 1. Color-Coding for Phase and Voltage Level Identification, 600 V or Less: Use colors listed below for ungrounded feeder and branch-circuit conductors.
    - a. Color shall be factory applied or field applied for sizes larger than No. 8 AWG, if authorities having jurisdiction permit.
    - b. Colors for 208/120-V Circuits:
      - 1) Phase A: Black.
      - 2) Phase B: Red.
      - 3) Phase C: Blue.
    - c. Colors for 480/277-V Circuits:

- 1) Phase A: Brown.
  - 2) Phase B: Orange.
  - 3) Phase C: Yellow.
- d. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches from terminal points and in boxes where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding. Locate bands to avoid obscuring factory cable markings.
- D. Install instructional sign including the color-code for grounded and ungrounded conductors using adhesive-film-type labels.
- E. Control-Circuit Conductor Identification: For conductors and cables in pull and junction boxes, manholes, and handholes, use self-adhesive, self-laminating polyester labels with the conductor or cable designation, origin, and destination.
- F. Control-Circuit Conductor Termination Identification: For identification at terminations provide self-adhesive, self-laminating polyester labels with the conductor designation.
- G. Conductors to Be Extended in the Future: Attach write-on tags to conductors and list source.
- H. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, and signal connections.
1. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, and pull points. Identify by system and circuit designation.
  2. Use system of marker tape designations that is uniform and consistent with system used by manufacturer for factory-installed connections.
  3. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual.
- I. Locations of Underground Lines: Identify with underground-line warning tape for power, lighting, communication, and control wiring and optical fiber cable.
1. Install underground-line warning tape for both direct-buried cables and cables in raceway.
- J. Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power and Lighting: Self-adhesive warning labels.
1. Comply with 29 CFR 1910.145.
  2. Identify system voltage with black letters on an orange background.
  3. Apply to exterior of door, cover, or other access.

- K. Operating Instruction Signs: Install instruction signs to facilitate proper operation and maintenance of electrical systems and items to which they connect. Install instruction signs with approved legend where instructions are needed for system or equipment operation.
- L. Equipment Identification Labels: On each unit of equipment, install unique designation label that is consistent with wiring diagrams, schedules, and the Operation and Maintenance Manual. Apply labels to disconnect switches and protection equipment, central or master units, control panels, control stations, terminal cabinets, and racks of each system. Systems include power, lighting, control, communication, signal, monitoring, and alarm systems unless equipment is provided with its own identification.
  - 1. Labeling Instructions:
    - a. Indoor Equipment: Self-adhesive, engraved, laminated acrylic or melamine label. Unless otherwise indicated, provide a single line of text with 1/2-inch- high letters on 1-1/2-inch- high label; where two lines of text are required, use labels 2 inches high.
    - b. Outdoor Equipment: Engraved, laminated acrylic or melamine label Stenciled legend 4 inches high.
    - c. Elevated Components: Increase sizes of labels and letters to those appropriate for viewing from the floor.
    - d. Unless provided with self-adhesive means of attachment, fasten labels with appropriate mechanical fasteners that do not change the NEMA or NRTL rating of the enclosure.
  - 2. Equipment to Be Labeled:
    - a. Panelboards: Typewritten directory of circuits in the location provided by panelboard manufacturer. Panelboard identification shall be self-adhesive, engraved, laminated acrylic or melamine label.
    - b. Enclosures and electrical cabinets.
    - c. Access doors and panels for concealed electrical items.
    - d. Transformers: Label that includes tag designation shown on Drawings for the transformer, feeder, and panelboards or equipment supplied by the secondary.
    - e. Enclosed controllers.
    - f. Push-button stations.
    - g. Contactors.

END OF SECTION 260553

## SECTION 262726 - WIRING DEVICES

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section Includes:

1. Receptacles, receptacles with integral GFCI, and associated device plates.
2. Snap switches and wall-box dimmers.
3. Floor service outlets, poke-through assemblies, service poles, and multioutlet assemblies.

#### 1.2 DEFINITIONS

- A. EMI: Electromagnetic interference.
- B. Pigtail: Short lead used to connect a device to a branch-circuit conductor.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: List of legends and description of materials and process used for premarking wall plates.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Field quality-control reports.

#### 1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For wiring devices to include in all manufacturers' packing-label warnings and instruction manuals that include labeling conditions.

#### 1.6 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Poke-Through, Fire-Rated Closure Plugs: One for every five floor service outlets installed, but no fewer than two.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Manufacturers' Names: Shortened versions (shown in parentheses) of the following manufacturers' names are used in other Part 2 articles:
  1. Cooper Wiring Devices; Division of Cooper Industries, Inc. (Cooper).
  2. Hubbell Incorporated; Wiring Device-Kellems (Hubbell).
  3. Leviton Mfg. Company Inc. (Leviton).
  4. Pass & Seymour/Legrand (Pass & Seymour).
- B. Source Limitations: Obtain each type of wiring device and associated wall plate from single source from single manufacturer.

### 2.2 GENERAL WIRING-DEVICE REQUIREMENTS

- A. Wiring Devices, Components, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with NFPA 70.
- C. Devices that are manufactured for use with modular plug-in connectors may be substituted under the following conditions:
  1. Connectors shall comply with UL 2459 and shall be made with stranding building wire.
  2. Devices shall comply with the requirements in this Section.

### 2.3 STRAIGHT-BLADE RECEPTACLES

- A. Convenience Receptacles, 125 V, 20 A: Comply with NEMA WD 1, NEMA WD 6 Configuration 5-20R, UL 498, and FS W-C-596.
  1. Products: Subject to compliance with requirements, provide one of the following:
    - a. Cooper; 5351 (single), CR5362 (duplex).
    - b. Hubbell; HBL5351 (single), HBL5352 (duplex).
    - c. Leviton; 5891 (single), 5352 (duplex).
    - d. Pass & Seymour; 5361 (single), 5362 (duplex).

## 2.4 TOGGLE SWITCHES

- A. Comply with NEMA WD 1, UL 20, and FS W-S-896.
- B. Switches, 120/277 V, 20 A:
  - 1. Products: Subject to compliance with requirements, provide one of the following:
    - 1) Single Pole:
      - a) Cooper; AH1221.
      - b) Hubbell; HBL1221.
      - c) Leviton; 1221-2.
      - d) Pass & Seymour; CSB20AC1.
    - 2) Three Way:
      - a) Cooper; AH1223.
      - b) Hubbell; HBL1223.
      - c) Leviton; 1223-2.
      - d) Pass & Seymour; CSB20AC3.
    - 3) Four Way:
      - a) Cooper; AH1224.
      - b) Hubbell; HBL1224.
      - c) Leviton; 1224-2.
      - d) Pass & Seymour; CSB20AC4.

## 2.5 WALL PLATES

- A. Single and combination types shall match corresponding wiring devices.
  - 1. Plate-Securing Screws: Metal with head color to match plate finish.
  - 2. Material for Finished Spaces: 0.035-inch- thick, satin-finished, Type 302 stainless steel.

## 2.6 POKE-THROUGH ASSEMBLIES

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Hubbell Incorporated; Wiring Device-Kellems.
  - 2. Pass & Seymour/Legrand.
  - 3. Square D/Schneider Electric.

4. Thomas & Betts Corporation.
5. Wiremold/Legrand.

B. Description:

1. Factory-fabricated assembly of below-floor junction box with multichanneled, through-floor raceway/firestop unit and detachable matching floor service-outlet assembly.
2. Comply with UL 514 scrub water exclusion requirements.
3. Service-Outlet Assembly: As noted on drawings.
4. Size: Selected to fit nominal 3-inch or 4-inch cored holes in floor and matched to floor thickness. Refer to drawings for poke-thru specified.
5. Fire Rating: Unit is listed and labeled for fire rating of floor-ceiling assembly.
6. Closure Plug: Arranged to close unused 3-inch or 4-inch cored openings and reestablish fire rating of floor.
7. Wiring Raceways and Compartments: For a minimum of four No. 12 AWG conductors and a minimum of four, four-pair Cat 6 cables.

## 2.7 FINISHES

A. Device Color: Stainless steel, black covers.

1. Wiring Devices Connected to Normal Power System: As selected by Architect unless otherwise indicated or required by NFPA 70 or device listing.

B. Wall Plate Color: Stainless steel, black covers.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

A. Comply with NECA 1, including mounting heights listed in that standard, unless otherwise indicated.

B. Coordination with Other Trades:

1. Protect installed devices and their boxes. Do not place wall finish materials over device boxes and do not cut holes for boxes with routers that are guided by riding against outside of boxes.
2. Keep outlet boxes free of plaster, drywall joint compound, mortar, cement, concrete, dust, paint, and other material that may contaminate the raceway system, conductors, and cables.
3. Install wiring devices after all wall preparation, including painting, is complete.

C. Conductors:

1. Do not strip insulation from conductors until right before they are spliced or terminated on devices.
2. Strip insulation evenly around the conductor using tools designed for the purpose. Avoid scoring or nicking of solid wire or cutting strands from stranded wire.
3. The length of free conductors at outlets for devices shall meet provisions of NFPA 70, Article 300, without pigtails.
4. Existing Conductors:
  - a. Cut back and pigtail, or replace all damaged conductors.
  - b. Straighten conductors that remain and remove corrosion and foreign matter.
  - c. Pigtailing existing conductors is permitted, provided the outlet box is large enough.

D. Device Installation:

1. Replace devices that have been in temporary use during construction and that were installed before building finishing operations were complete.
2. Keep each wiring device in its package or otherwise protected until it is time to connect conductors.
3. Do not remove surface protection, such as plastic film and smudge covers, until the last possible moment.
4. Connect devices to branch circuits using pigtails that are not less than 6 inches in length.
5. When there is a choice, use side wiring with binding-head screw terminals. Wrap solid conductor tightly clockwise, two-thirds to three-fourths of the way around terminal screw.
6. Use a torque screwdriver when a torque is recommended or required by manufacturer.
7. When conductors larger than No. 12 AWG are installed on 15- or 20-A circuits, splice No. 12 AWG pigtails for device connections.
8. Tighten unused terminal screws on the device.
9. When mounting into metal boxes, remove the fiber or plastic washers used to hold device-mounting screws in yokes, allowing metal-to-metal contact.

E. Receptacle Orientation:

1. Install ground pin of vertically mounted receptacles down, and on horizontally mounted receptacles to the right.

F. Device Plates: Do not use oversized or extra-deep plates. Repair wall finishes and remount outlet boxes when standard device plates do not fit flush or do not cover rough wall opening.

G. Arrangement of Devices: Unless otherwise indicated, mount flush, with long dimension vertical and with grounding terminal of receptacles on top. Group adjacent switches under single, multigang wall plates.



- H. Adjust locations of floor service outlets and service poles to suit arrangement of partitions and furnishings.

### 3.2 IDENTIFICATION

- A. Comply with Section 260553 "Identification for Electrical Systems."
- B. Identify each receptacle with panelboard identification and circuit number. Use hot, stamped, or engraved machine printing with black-filled lettering on face of plate, and durable wire markers or tags inside outlet boxes.

### 3.3 FIELD QUALITY CONTROL

- A. Tests for Convenience Receptacles:
  - 1. Line Voltage: Acceptable range is 105 to 132 V.
  - 2. Percent Voltage Drop under 15-A Load: A value of 6 percent or higher is unacceptable.
  - 3. Ground Impedance: Values of up to 2 ohms are acceptable.
  - 4. GFCI Trip: Test for tripping values specified in UL 1436 and UL 943.
  - 5. Using the test plug, verify that the device and its outlet box are securely mounted.
  - 6. Tests shall be diagnostic, indicating damaged conductors, high resistance at the circuit breaker, poor connections, inadequate fault current path, defective devices, or similar problems. Correct circuit conditions, remove malfunctioning units and replace with new ones, and retest as specified above.
- B. Wiring device will be considered defective if it does not pass tests and inspections.
- C. Prepare test and inspection reports.

END OF SECTION

## SECTION 262816 - ENCLOSED SWITCHES AND CIRCUIT BREAKERS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes the following individually mounted, enclosed switches and circuit breakers:
  - 1. Fusible switches.
  - 2. Non-fusible switches.
  - 3. Enclosures.

#### 1.2 SUBMITTALS

- A. Product Data: For each type of enclosed switch, circuit breaker, accessory, and component indicated. Include dimensioned elevations, sections, weights, and manufacturers' technical data on features, performance, electrical characteristics, ratings, and finishes.
  - 1. Enclosure types and details for types other than NEMA 250, Type 1.
  - 2. Current and voltage ratings.
  - 3. Short-circuit current rating.
  - 4. UL listing for series rating of installed devices.
  - 5. Features, characteristics, ratings, and factory settings of individual overcurrent protective devices and auxiliary components.
- B. Shop Drawings: Diagram power, signal, and control wiring.
- C. Field quality-control test reports including the following:
  - 1. Test procedures used.
  - 2. Test results that comply with requirements.
  - 3. Results of failed tests and corrective action taken to achieve test results that comply with requirements.
- D. Manufacturer's field service report.
- E. Operation and Maintenance Data: For enclosed switches and circuit breakers to include in emergency, operation, and maintenance manuals. Include the following:
  - 1. Manufacturer's written instructions for testing and adjusting enclosed switches and circuit breakers.

2. Time-current curves, including selectable ranges for each type of circuit breaker.

### 1.3 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. Comply with NFPA 70.

### 1.4 COORDINATION

- A. Coordinate layout and installation of switches, circuit breakers, and components with other construction, including conduit, piping, equipment, and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.

## PART 2 - PRODUCTS

### 2.1 FUSIBLE AND NONFUSIBLE SWITCHES

- A. Available Manufacturers:
  1. Eaton Corporation; Cutler-Hammer Products.
  2. Siemens Energy & Automation, Inc.
  3. Square D/Group Schneider.
- B. Fusible Switch, 1200 A and Smaller: NEMA KS 1, Type HD, with clips or bolt pads to accommodate specified fuses, lockable handle with capability to accept two padlocks, and interlocked with cover in closed position.
- C. Accessories:
  1. Equipment Ground Kit: Internally mounted and labeled for copper and aluminum ground conductors.
  2. Neutral Kit: Internally mounted; insulated, capable of being grounded, and bonded; and labeled for copper and aluminum neutral conductors.
  3. Auxiliary Contact Kit: Auxiliary set of contacts arranged to open before switch blades open.

### 2.2 ENCLOSURES

- A. NEMA AB 1 and NEMA KS 1 to meet environmental conditions of installed location.

1. Outdoor Locations: NEMA 250, Type 3R.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine elements and surfaces to receive enclosed switches and circuit breakers for compliance with installation tolerances and other conditions affecting performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 CONCRETE BASES

- A. Coordinate size and location of concrete bases. Verify structural requirements with structural engineer.
- B. Concrete base is specified in Division 26 Section "Hangers and Supports for Electrical Systems," and concrete materials and installation requirements are specified in Division 03.

### 3.3 INSTALLATION

- A. Comply with applicable portions of NECA 1, NEMA PB 1.1, and NEMA PB 2.1 for installation of enclosed switches and circuit breakers.
- B. Mount individual wall-mounting switches and circuit breakers with tops at uniform height, unless otherwise indicated. Anchor floor-mounting switches to concrete base.
- C. Temporary Lifting Provisions: Remove temporary lifting eyes, channels, and brackets and temporary blocking of moving parts from enclosures and components.

### 3.4 IDENTIFICATION

- A. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs as specified in Division 26 Section "Identification for Electrical Systems."
- B. Enclosure Nameplates: Label each enclosure with engraved metal or laminated-plastic nameplate as specified in Division 26 Section "Identification for Electrical Systems."

### 3.5 FIELD QUALITY CONTROL

- A. Prepare for acceptance testing as follows:

1. Inspect mechanical and electrical connections.
2. Verify switch and relay type and labeling verification.
3. Verify rating of installed fuses.
4. Inspect proper installation of type, size, quantity, and arrangement of mounting or anchorage devices complying with manufacturer's certification.

B. Perform the following field tests and inspections and prepare test reports:

1. Perform each electrical test and visual and mechanical inspection stated in NETA ATS, Section 7.5 for switches and Section 7.6 for molded-case circuit breakers. Certify compliance with test parameters.
2. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.

3.6 CLEANING

- A. On completion of installation, vacuum dirt and debris from interiors; do not use compressed air to assist in cleaning.
- B. Inspect exposed surfaces and repair damaged finishes.

END OF SECTION 262816

## SECTION 265119 - LED INTERIOR LIGHTING

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section Includes:

1. Downlight.
2. Linear industrial.
3. Recessed, linear.
4. Strip light.
5. Surface mount, linear.
6. Surface mount, nonlinear.
7. Materials.
8. Luminaire support.

B. Related Requirements:

1. Section 260923 "Lighting Control Devices" for automatic control of lighting, including time switches, photoelectric relays, occupancy sensors, and multipole lighting relays and contactors.

#### 1.2 DEFINITIONS

- A. CCT: Correlated color temperature.
- B. CRI: Color Rendering Index.
- C. Fixture: See "Luminaire."
- D. IP: International Protection or Ingress Protection Rating.
- E. LED: Light-emitting diode.
- F. Lumen: Measured output of lamp and luminaire, or both.
- G. Luminaire: Complete lighting unit, including lamp, reflector, and housing.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.

1. Arrange in order of luminaire designation.
2. Include data on features, accessories, and finishes.
3. Include physical description and dimensions of luminaires.
4. Include emergency lighting units, including batteries and chargers.
5. Include life, output (lumens, CCT, and CRI), and energy-efficiency data.
6. Photometric data and adjustment factors based on laboratory tests, complying with IES "Lighting Measurements Testing and Calculation Guides" for each luminaire type.
  - a. Manufacturers' Certified Data: Photometric data certified by manufacturer's laboratory with a current accreditation under the National Voluntary Laboratory Accreditation Program for Energy Efficient Lighting Products.
  - b. Testing Agency Certified Data: For indicated luminaires, photometric data certified by a qualified independent testing agency. Photometric data for remaining luminaires shall be certified by manufacturer.

B. Shop Drawings: For nonstandard or custom luminaires.

1. Include plans, elevations, sections, and mounting and attachment details.
2. Include details of luminaire assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
3. Include diagrams for power, signal, and control wiring.

#### 1.4 INFORMATIONAL SUBMITTALS

A. Coordination Drawings: Reflected ceiling plan(s) and other details, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:

1. Luminaires.
2. Suspended ceiling components.
3. Partitions and millwork that penetrate the ceiling or extend to within 12 inches of the plane of the luminaires.
4. Structural members to which equipment or luminaires will be attached.
5. Initial access modules for acoustical tile, including size and locations.
6. Items penetrating finished ceiling, including the following:
  - a. Other luminaires.
  - b. Air outlets and inlets.
  - c. Speakers.
  - d. Sprinklers.
  - e. Access panels.
  - f. Ceiling-mounted projectors.

#### 1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For luminaires and lighting systems to include in operation and maintenance manuals.

1. Provide a list of all lamp types used on Project; use ANSI and manufacturers' codes.

#### 1.6 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Lamps: Ten for every 100 of each type and rating installed. Furnish at least one of each type.
2. Diffusers and Lenses: One for every 100 of each type and rating installed. Furnish at least one of each type.

#### 1.7 QUALITY ASSURANCE

- A. Luminaire Photometric Data Testing Laboratory Qualifications:

1. Luminaire manufacturer's laboratory that is accredited under the NVLAP for Energy Efficient Lighting Products.
2. Provided by an independent agency, with the experience and capability to conduct the testing indicated, that is an NRTL as defined by OSHA in 29 CFR 1910.7, accredited under the NVLAP for Energy Efficient Lighting Products, and complying with the applicable IES testing standards.

- B. Provide luminaires from a single manufacturer for each luminaire type.

#### 1.8 WARRANTY

- A. Warranty: Manufacturer and Installer agree to repair or replace components of luminaires that fail in materials or workmanship within specified warranty period.

- B. Warranty Period: Five year(s) from date of Substantial Completion.



## PART 2 - PRODUCTS

### 2.1 LUMINAIRE REQUIREMENTS

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Factory-Applied Labels: Comply with UL 1598. Include recommended lamps. Locate labels where they will be readily visible to service personnel but not seen from normal viewing angles when lamps are in place.
  - 1. Label shall include the following lamp characteristics:
    - a. "USE ONLY" and include specific lamp type.
    - b. Lamp diameter, shape, size, wattage, and coating.
    - c. CCT and CRI.
- C. Recessed luminaires shall comply with NEMA LE 4.

### 2.2 LUMINAIRES

- A. Nominal Operating Voltage: 277 V ac.
- B. Lamp:
  - 1. Minimum 1000 lm.
  - 2. Minimum allowable efficacy of 80 lm/W.
  - 3. CRI of 80. CCT of 4000K.
  - 4. Dimmable from 100 percent to zero percent of maximum light output.
  - 5. Internal driver.
  - 6. User-Replaceable Lamps:
    - a. Bulb shape complying with ANSI C78.79.
    - b. Lamp base complying with ANSI C81.61.
  - 7. Lens Thickness: At least 0.125-inch minimum unless otherwise indicated.
- C. Housings:
  - 1. Extruded-aluminum housing and heat sink.
  - 2. Powder-coat finish.
  - 3. Universal mounting bracket.
  - 4. Integral junction box with conduit fittings.

- D. Doors, Frames, and Other Internal Access: Smooth operating, free of light leakage under operating conditions, and designed to permit relamping without use of tools. Designed to prevent doors, frames, lenses, diffusers, and other components from falling accidentally during relamping and when secured in operating position.

E. Standards:

1. ENERGY STAR certified.
2. RoHS compliant.
3. UL Listing: Listed for damp location.
4. Recessed luminaires shall comply with NEMA LE 4.

## 2.3 MATERIALS

A. Metal Parts:

1. Free of burrs and sharp corners and edges.
2. Sheet metal components shall be steel unless otherwise indicated.
3. Form and support to prevent warping and sagging.

B. Steel:

1. ASTM A36/A36M for carbon structural steel.
2. ASTM A568/A568M for sheet steel.

C. Stainless Steel:

1. Manufacturer's standard grade.
2. Manufacturer's standard type, ASTM A240/240M.

D. Galvanized Steel: ASTM A653/A653M.

E. Aluminum: ASTM B209.

## 2.4 METAL FINISHES

- A. Variations in finishes are unacceptable in the same piece. Variations in finishes of adjoining components are acceptable if they are within the range of approved Samples and if they can be and are assembled or installed to minimize contrast.

## 2.5 LUMINAIRE SUPPORT

- A. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for channel and angle iron supports and nonmetallic channel and angle supports.
- B. Single-Stem Hangers: 1/2-inch steel tubing with swivel ball fittings and ceiling canopy. Finish same as luminaire.
- C. Wires: ASTM A641/A641M, Class 3, soft temper, zinc-coated steel, 12 gage.
- D. Rod Hangers: 3/16-inch minimum diameter, cadmium-plated, threaded steel rod.
- E. Hook Hangers: Integrated assembly matched to luminaire, line voltage, and equipment with threaded attachment, cord, and locking-type plug.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine roughing-in for luminaire to verify actual locations of luminaire and electrical connections before luminaire installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 TEMPORARY LIGHTING

- A. If approved by the Architect, use selected permanent luminaires for temporary lighting. When construction is sufficiently complete, clean luminaires used for temporary lighting and install new lamps.

### 3.3 INSTALLATION

- A. Comply with NECA 1.
- B. Install luminaires level, plumb, and square with ceilings and walls unless otherwise indicated.
- C. Install lamps in each luminaire.
- D. Supports:

1. Sized and rated for luminaire weight.
2. Able to maintain luminaire position after cleaning and relamping.
3. Provide support for luminaire without causing deflection of ceiling or wall.
4. Luminaire-mounting devices shall be capable of supporting a horizontal force of 100 percent of luminaire weight and a vertical force of 400 percent of luminaire weight.

E. Flush-Mounted Luminaires:

1. Secured to outlet box.
2. Attached to ceiling structural members at four points equally spaced around circumference of luminaire.
3. Trim ring flush with finished surface.

F. Wall-Mounted Luminaires:

1. Attached to structural members in walls.
2. Do not attach luminaires directly to gypsum board.

G. Suspended Luminaires:

1. Ceiling Mount:
  - a. Two 5/32-inch- diameter aircraft cable supports adjustable to 10 feet in length.
  - b. Hook mount.
2. Pendants and Rods: Where longer than 48 inches, brace to limit swinging.
3. Stem-Mounted, Single-Unit Luminaires: Suspend with twin-stem hangers. Support with approved outlet box and accessories that hold stem and provide damping of luminaire oscillations. Support outlet box vertically to building structure using approved devices.
4. Continuous Rows of Luminaires: Use tubing or stem for wiring at one point and wire support for suspension for each unit length of luminaire chassis, including one at each end.
5. Do not use ceiling grid as support for pendant luminaires. Connect support wires or rods to building structure.

H. Ceiling-Grid-Mounted Luminaires:

1. Secure to any required outlet box.
2. Secure luminaire to the luminaire opening using approved fasteners in a minimum of four locations, spaced near corners of luminaire.
3. Use approved devices and support components to connect luminaire to ceiling grid and building structure in a minimum of four locations, spaced near corners of luminaire.

I. Comply with requirements in Section 260519 "Low-Voltage Electrical Power Conductors and Cables" for wiring connections.

### 3.4 IDENTIFICATION

- A. Identify system components, wiring, cabling, and terminals. Comply with requirements for identification specified in Section 260553 "Identification for Electrical Systems."

### 3.5 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections:
  - 1. Operational Test: After installing luminaires, switches, and accessories, and after electrical circuitry has been energized, test units to confirm proper operation.
  - 2. Test for Emergency Lighting: Interrupt power supply to demonstrate proper operation. Verify transfer from normal power to battery power and retransfer to normal.
- B. Luminaire will be considered defective if it does not pass operation tests and inspections.
- C. Prepare test and inspection reports.

### 3.6 STARTUP SERVICE

- A. Comply with requirements for startup specified in Section 260923 "Lighting Control Devices."

### 3.7 ADJUSTING

- A. Occupancy Adjustments: When requested within 6 months of date of Substantial Completion, provide on-site assistance in adjusting the direction of aim of luminaires to suit occupied conditions. Make up to one visit to Project during other-than-normal hours for this purpose. Some of this work may be required during hours of darkness.
  - 1. During adjustment visits, inspect all luminaires. Replace lamps or luminaires that are defective.
  - 2. Parts and supplies shall be manufacturer's authorized replacement parts and supplies.
  - 3. Adjust the aim of luminaires in the presence of the Architect.

END OF SECTION 265119

## SECTION 265219 - EMERGENCY AND EXIT LIGHTING

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section Includes:

1. Emergency lighting units.
2. Exit signs.
3. Luminaire supports.

#### 1.2 DEFINITIONS

- A. CCT: Correlated color temperature.
- B. CRI: Color Rendering Index.
- C. Emergency Lighting Unit: A lighting unit with internal or external emergency battery powered supply and the means for controlling and charging the battery and unit operation.
- D. Fixture: See "Luminaire" Paragraph.
- E. Lumen: Measured output of lamp and luminaire, or both.
- F. Luminaire: Complete lighting unit, including lamp, reflector, and housing.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of emergency lighting unit, exit sign, and emergency lighting support.
1. Include data on features, accessories, and finishes.
  2. Include physical description of the unit and dimensions.
  3. Battery and charger for light units.
  4. Include life, output of luminaire (lumens, CCT, and CRI), and energy-efficiency data.
- B. Shop Drawings: For nonstandard or custom luminaires.
1. Include plans, elevations, sections, and mounting and attachment details.
  2. Include details of equipment assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
  3. Include diagrams for power, signal, and control wiring.

C. Product Schedule:

1. For emergency lighting units. Use same designations indicated on Drawings.
2. For exit signs. Use same designations indicated on Drawings.

1.4 INFORMATIONAL SUBMITTALS

- A. Product Test Reports: For each luminaire for tests performed by contractor.
- B. Sample Warranty: For manufacturer's warranty.

1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For luminaires and lighting systems to include in emergency, operation, and maintenance manuals.
  1. Provide a list of all lamp types used on Project; use ANSI and manufacturers' codes.

1.6 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  1. Luminaire-mounted, emergency battery pack: One for every 20 emergency lighting units. Furnish at least one of each type.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Protect finishes of exposed surfaces by applying a strippable, temporary protective covering before shipping.

1.8 WARRANTY

- A. Warranty: Manufacturer and Installer agree to repair or replace components of luminaires that fail in materials or workmanship within specified warranty period.
  1. Warranty Period: Two year(s) from date of Substantial Completion.
- B. Special Warranty for Emergency Lighting Batteries: Manufacturer's standard form in which manufacturer of battery-powered emergency lighting unit agrees to repair or replace components of rechargeable batteries that fail in materials or workmanship within specified warranty period.

1. Warranty Period for Emergency Power Unit Batteries: 5 years from date of Substantial Completion. Full warranty shall apply for the entire warranty period.
2. Warranty Period for Emergency Fluorescent Ballast and Self-Powered Exit Sign Batteries: Seven years from date of Substantial Completion. Full warranty shall apply for the entire warranty period.

## PART 2 - PRODUCTS

### 2.1 GENERAL REQUIREMENTS FOR EMERGENCY LIGHTING

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. NRTL Compliance: Fabricate and label emergency lighting units, exit signs, and batteries to comply with UL 924.
- C. Comply with NFPA 70 and NFPA 101.
- D. Comply with NEMA LE 4 for recessed luminaires.
- E. Comply with UL 1598 for fluorescent luminaires.
- F. Lamp Base: Comply with ANSI C81.61 or IEC 60061-1.
- G. Bulb Shape: Complying with ANSI C79.1.
- H. Internal Type Emergency Power Unit: Self-contained, modular, battery-inverter unit, factory mounted within luminaire body and compatible with ballast.
  1. Emergency Connection: Operate one lamp(s) continuously at an output of 1400 lumens each upon loss of normal power. Connect unswitched circuit to battery-inverter unit and switched circuit to luminaire ballast.
  2. Operation: Relay automatically turns lamp on when power-supply circuit voltage drops to 80 percent of nominal voltage or below. Lamp automatically disconnects from battery when voltage approaches deep-discharge level. When normal voltage is restored, relay disconnects lamps from battery, and battery is automatically recharged and floated on charger.
  3. Environmental Limitations: Rate equipment for continuous operation under the following conditions unless otherwise indicated:
    - a. Ambient Temperature: Less than 0 deg F or exceeding 104 deg F, with an average value exceeding 95 deg F over a 24-hour period.
    - b. Ambient Storage Temperature: Not less than minus 4 deg F and not exceeding 140 deg F.



- c. Humidity: More than 95 percent (condensing).
  - d. Altitude: Exceeding 3300 feet.
- 4. Test Push-Button and Indicator Light: Visible and accessible without opening luminaire or entering ceiling space.
  - a. Push Button: Push-to-test type, in unit housing, simulates loss of normal power and demonstrates unit operability.
  - b. Indicator Light: LED indicates normal power on. Normal glow indicates trickle charge; bright glow indicates charging at end of discharge cycle.
- 5. Battery: Sealed, maintenance-free, nickel-cadmium type.
- 6. Charger: Fully automatic, solid-state, constant-current type with sealed power transfer relay.

## 2.2 EMERGENCY LIGHTING

- A. General Requirements for Emergency Lighting Units: Self-contained units.
- B. Refer to lighting fixture schedule on drawings.

## 2.3 EXIT SIGNS

- A. General Requirements for Exit Signs: Comply with UL 924; for sign colors, visibility, luminance, and lettering size, comply with authorities having jurisdiction.
- B. Internally Lighted Signs:
  - 1. Refer to lighting fixture schedule on drawings.
  - 2. Operating at nominal voltage of 120 V ac.
  - 3. Lamps for AC Operation: LEDs; 50,000 hours minimum rated lamp life.
  - 4. Self-Powered Exit Signs (Battery Type): Internal emergency power unit.

## 2.4 MATERIALS

- A. Metal Parts:
  - 1. Free of burrs and sharp corners and edges.
  - 2. Sheet metal components shall be steel unless otherwise indicated.
  - 3. Form and support to prevent warping and sagging.
- B. Doors, Frames, and Other Internal Access:
  - 1. Smooth operating, free of light leakage under operating conditions.
  - 2. Designed to permit relamping without use of tools.

3. Designed to prevent doors, frames, lenses, diffusers, and other components from falling accidentally during relamping and when secured in operating position.

C. Diffusers and Globes:

1. Clear glass, Prismatic acrylic or Clear, UV-stabilized acrylic.
2. Glass: Annealed crystal glass unless otherwise indicated.
3. Acrylic: 100 percent virgin acrylic plastic, with high resistance to yellowing and other changes due to aging, exposure to heat, and UV radiation.
4. Lens Thickness: At least 0.125 inch minimum unless otherwise indicated.

D. Housings:

1. Extruded aluminum housing and heat sink.
2. Clear anodized finish.

E. Conduit: Flexible metallic conduit, minimum 3/4 inch in diameter.

## 2.5 METAL FINISHES

- A. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

## 2.6 LUMINAIRE SUPPORT COMPONENTS

- A. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for channel and angle iron supports and nonmetallic channel and angle supports.
- B. Support Wires: ASTM A 641/A 641M, Class 3, soft temper, zinc-coated steel, 12 gage.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for conditions affecting performance of luminaires.
- B. Examine roughing-in for luminaire to verify actual locations of luminaire and electrical connections before luminaire installation.

- C. Examine walls, floors, roofs, and ceilings for suitable conditions where emergency lighting luminaires will be installed.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION

- A. Comply with NECA 1.
- B. Install luminaires level, plumb, and square with ceilings and walls unless otherwise indicated.
- C. Install lamps in each luminaire.
- D. Supports:
  - 1. Sized and rated for luminaire and emergency power unit weight.
  - 2. Able to maintain luminaire position when testing emergency power unit.
  - 3. Provide support for luminaire and emergency power unit without causing deflection of ceiling or wall.
  - 4. Luminaire-mounting devices shall be capable of supporting a horizontal force of 100 percent of luminaire and emergency power unit weight and vertical force of 400 percent of luminaire weight.
- E. Wall-Mounted Luminaire Support:
  - 1. Attached to structural members in walls.
  - 2. Do not attach luminaires directly to gypsum board.
- F. Suspended Luminaire Support:
  - 1. Pendants and Rods: Where longer than 48 inches, brace to limit swinging.
  - 2. Stem-Mounted, Single-Unit Luminaires: Suspend with twin-stem hangers. Support with approved outlet box and accessories that hold stem and provide damping of luminaire oscillations. Support outlet box vertically to building structure using approved devices.
  - 3. Do not use ceiling grid as support for pendant luminaires. Connect support wires or rods to building structure.
- G. Ceiling Grid Mounted Luminaires:
  - 1. Secure to any required outlet box.
  - 2. Secure emergency power unit using approved fasteners in a minimum of four locations, spaced near corners of emergency power unit.
  - 3. Use approved devices and support components to connect luminaire to ceiling grid and building structure in a minimum of four locations, spaced near corners of luminaire.

### 3.3 IDENTIFICATION

- A. Identify system components, wiring, cabling, and terminals. Comply with requirements for identification specified in Section 260553 "Identification for Electrical Systems."

### 3.4 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections:
  - 1. Test for Emergency Lighting: Interrupt power supply to demonstrate proper operation. Verify transfer from normal power to battery power and retransfer to normal.
- B. Luminaire will be considered defective if it does not pass operation tests and inspections.
- C. Prepare test and inspection reports.

### 3.5 STARTUP SERVICE

- A. Perform startup service:
  - 1. Charge emergency power units and batteries minimum of one hour and depress switch to conduct short-duration test.
  - 2. Charge emergency power units and batteries minimum of 24 hours and conduct one-hour discharge test.

### 3.6 ADJUSTING

- A. Adjustments: Within 12 months of date of Substantial Completion, provide on-site visit to do the following:
  - 1. Inspect all luminaires. Replace lamps, emergency power units , batteries, signs, or luminaires that are defective.
    - a. Parts and supplies shall be manufacturer's authorized replacement parts and supplies.
  - 2. Conduct short-duration tests on all emergency lighting.

END OF SECTION 265219

State of Michigan  
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