

Specifications for:

*Fire Alarm Upgrade – Wheeler Hall*

*Brenham Campus*

**Blinn College District**

902 College Ave.

Brenham, Texas 77833

Dr. Mary Hensley, Ed. D.

Chancellor of the Blinn College District/CEO



**BLINN**  
COLLEGE DISTRICT®

*February 2, 2024*

**By:**

***CLEARY ZIMMERMANN ENGINEERS, LLC***

**Mechanical, Electrical, and Plumbing**

***300 West 26<sup>th</sup> Street***

***Bryan, TX 77803***

***Phone: (979) 341-8181***

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Fire Alarm Upgrade – Wheeler Hall – Brenham Campus  
Project Number: 230951

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DOCUMENT 000107 - SEALS PAGE

1.1 DESIGN PROFESSIONALS OF RECORD

A. Electrical:

1. Randy Rogers.
2. License #82143.
3. Responsible for Divisions 01-28 Sections except where indicated as prepared by other design professionals of record.



DOCUMENT 000115 - LIST OF DRAWING SHEETS

1.1 LIST OF DRAWINGS

- A. Drawings: Drawings consist of the Contract Drawings and other drawings listed on the Table of Contents page of the separately bound drawing set titled Construction Documents, dated February 2, 2024, as modified by subsequent Addenda and Contract modifications.
- B. List of Drawings: Drawings consist of the following Contract Drawings and other drawings of type indicated:

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E122	Second Floor Plan – South Wing & Lobby
E131	Third Floor Plan- West & East Wings
E132	Third Floor Plan – South Wing & Lobby
E141	Attic Plan – West & East Wings
E142	Attic Plan – South Wing & Lobby

END OF DOCUMENT 000115



Public Notice Request for Proposals - 216

**FIRE ALARM CONTRACTOR SERVICES  
Brenham Campus – Wheeler Hall Fire Alarm Upgrades**

**A Pre-proposal meeting is scheduled for February 23, 2024, at 10:30 AM at the Brenham Campus Old Main Conference Room 111, at 806 College Avenue, Brenham, Texas 77833**

Blinn College District, a Junior College District of Washington County, is receiving competitive sealed proposals for Fire Alarm Contractor Services for Wheeler Hall fire alarm upgrades on the Blinn Campus in Brenham, Texas. The selection of the General Contractor will follow the provisions of the Texas Educational Code Section 44.031 and consist of the one-step process set forth in Section 2269 of the Texas Government Code.

Proposal packets must be received by **2:15 PM C.S.T.** on March 6, 2024.

Proposal packets may be obtained from the Blinn College District Purchasing Department, by phone (979) 830-4118 or e mail – [ross.schroeder@blinn.edu](mailto:ross.schroeder@blinn.edu).

Proposal packets may also be downloaded at - <https://www.blinn.edu/purchasing/bids.html>

Blinn College District reserves the right to award proposals in a manner most advantageous to the College District.

Ross Schroeder  
Director of Purchasing and Transportation



## REQUEST FOR PROPOSAL # 216

Blinn College District invites qualified firms to submit Competitive Sealed Proposals for:

**FIRE ALARM CONTRACTOR SERVICES**  
**Brenham Campus – Wheeler Hall Fire Alarm Upgrades**

Proposals will close on:

**March 6, 2024 @ 2:15 PM C.S.T**

**Sealed Proposals** must be submitted to the following location with the RFP # in the lower left corner of the envelope.

Vendors are encouraged to register and submit proposals through the Blinn College District E- procurement site: <https://blinn.ionwave.net/Login.aspx>

**Hard copies will be accepted, however faxed and e-mailed proposals will not be accepted.**

**Mail Proposals to:**  
**Blinn College District Purchasing**  
**902 College Avenue**  
**Brenham, Texas 77833**

**Deliver Proposals to:**  
**Blinn College District Purchasing**  
**Old Main – 806 College Avenue, Room 207**  
**Brenham, Texas 77833**

**RFP # 216**  
**Competitive Sealed Proposals for Fire Alarm Contractor Services – Wheeler Hall Fire Alarm Upgrades at Blinn College in Brenham**

Proposals that arrive after the closing date and time will be rejected. Time/date stamp clock in the Purchasing Department shall be the official time of receipt. Responses received in the Purchasing Department after the submission deadline shall be returned unopened and will be considered void and unacceptable. Mailing of a Proposal does not ensure that the RFP will be delivered on time or delivered at all. The proposer (not the college mail system) is solely responsible for ensuring the RFP is received prior to the closing date and time. **Delivery at any other campus location or any other department is unacceptable.**

Blinn College District reserves the right to reject any and/or all RFP's, to award contracts as may appear advantageous to the Blinn College District, and to waive all formalities in offering.

*Ross Schroeder – Director of Purchasing*



Blinn College District, a Junior College District of Washington County, is receiving competitive sealed proposals for Fire Alarm Contractor Services for Wheeler Hall fire alarm upgrades on the Blinn Campus in Brenham, Texas. The selection of the General Contractor will follow the provisions of the Texas Educational Code Section 44.031 and consist of the one-step process set forth in Section 2269 of the Texas Government Code.

## **1. Response to Request for Competitive Sealed Proposals**

Respondents are required to provide detailed written responses to this RFP no later than **March 6, 2024 @ 2:15 PM C.S.T.** Responses must be delivered to the Blinn College District, Purchasing Department, Old Main 806 College Avenue, Room 207 Brenham, Texas 77833. Responses received after this date will not be considered or accepted. Responses may also be submitted through Blinn College's E-procurement site at <https://blinn.ionwave.net/Login.aspx>.

Written responses shall address each requirement identified in this RFP. Failure to provide all the requested information will be considered an incomplete response. Blinn College District reserves the right to reject any or all proposals and to accept any proposal deemed as providing the best value to the Blinn College District. Blinn College District shall rank the respondents in the order that they provide the "best value" for the College based on the published selection criteria and on the ranking evaluations. Interviews of General Contractor firms may follow at the Owner's option.

For hard copy submittals, respondents are required to submit one (1) bound (8 ½" x 11" format) copy and one (1) electronic copy (USB flash drive or Disk) of the proposal statement.

Questions regarding the project and this Request for Proposals are to be directed to:

Ross Schroeder  
Blinn College District  
Director of Purchasing  
902 College Ave.  
Brenham, Texas 77833  
Phone: 979-830-4118  
Email: [Ross.Schroeder@Blinn.edu](mailto:Ross.Schroeder@Blinn.edu)

**RFP #216 Calendar**

<b>Date/Time</b>	<b>Action</b>
February 13, 2024	Advertisement #1
February 20, 2024	Advertisement #2
February 23, 2024, 10:30am	Pre-Proposal Meeting Blinn-Brenham Campus Old Main 806 College Avenue, Room 111 Brenham, TX 77833
February 27, 2024, 5:00 pm	Last day and time to submit email inquires Submit to: <a href="mailto:Ross.Schroeder@Blinn.edu">Ross.Schroeder@Blinn.edu</a>
February 29, 2024	Addenda issued, if any, communicated by e-mail
March 6, 2024, 2:15 p.m.	Deadline for Submission, RFP #216 Blinn College District Purchasing Attn: Mr. Ross Schroeder, Director of Purchasing Room 207 Purchasing and Transportation 806 College Ave. Brenham, Texas 77833
March 18, 2024	Submit Agenda Item to Administration
April 2, 2024	Recommendation of selected firm to the Board of Trustees for approval

## **2. Scope of Work**

- A. This project is aimed at improving the life safety of Wheeler Hall on the Blinn Brenham Campus. The scope of the project is to upgrade the Fire Alarm notification and initiation devices. The existing control panel is currently supported by the manufacturer but the initiation devices and indicating devices need replacement to allow future firmware updates to the systems. The scope of work for the project is illustrated and described within the Contract Documents issued by Cleary Zimmerman Engineers, LLC.

### **Project Schedule:**

The anticipated schedule will allow submittals and procurement to commence with the execution of the construction contract and will allow construction to commence on May 13, 2024. The success of this project relies on completion of all construction by August 2, 2024.

### **3. Evaluation Criteria and Selection Process**

#### **Proposal Evaluation Criteria and Requirements**

All proposals will be evaluated based on the criteria listed below by the evaluation committee. The committee shall consist of individuals who have knowledge or experience of the subject matter in the RFP; or beneficiaries and /or users of the RFP's subject matter.

#### **1. Qualifications, Experience, & Reputation (30 pts.)**

- A. Provide your company profile including history, company principals, number of employees, annual revenues, date the company was established, and any lawsuits/liens within the past five years in accordance with the format included in this RFP.
- B. Provide a list of five (5) completed projects within the last five (5) years, which are similar/relevant to the project under this RFP in accordance with the format included in this RFP.
- C. Relevant Client References – Provide three (3) references of completed projects within the last five (5) years, which are similar/relevant to the project under this RFP in accordance with the format included in this RFP.

#### **2. Proposed Lead Personnel (20 pts.)**

- A. Provide a list of all your proposed personnel indicating the position they will hold within the project and their years of experience as it relates to this project.
- B. Provide an organization chart that depicts all your lead personnel. Include current domicile location for each person and employment duration with the firm.
- C. Provide resumes for all your lead personnel.
- D. Indicate where the office providing the services under this RFP is located.
- E. Indicate if any of the lead personnel are in a different office and the location of that office.
- F. List any current projects that your lead personnel are currently participating.

#### **3. Ability to meet Project Completion Timeline (15 pts.)**

- A. Indicate in a brief paragraph whether your company can meet the project timeline as specified under this RFP.
- B. Provide an overview of the approach and methodology that will be followed to accomplish the project's timeline.
- C. Provide a detailed schedule of how the project will be accomplished.

#### **4. Completeness and Thoroughness of Qualifications Package (5 pts.)**

- A. RFP submittal packet must be clear, concise, and easy to follow. Provide materials in tabs that correspond with all requested information on the criteria factors.

#### **5. Proposal Cost: Provide on Bid form included in the project specifications (30 pts.)**

#### **4. TERMS, CONDITIONS AND AGREEMENTS**

##### **1.000 ANNULMENTS AND RESERVATIONS:**

- 1.001 Blinn College District reserves the right to reject any and all bids and waive any and all formalities and conditions. The College reserves the right to retain all bids received for 30 days prior to taking any action and vendors shall not withdraw their bid at any time thereafter. Blinn College shall accept the bid determined by the College to be in its best interest. It is not the intent of any condition or specification in the RFB to prohibit any responsible vendor from submitting a bid.
- 1.002 This Request for Bid is not construed as a CONTRACT or a COMMITMENT of any kind. The request for bid does not commit Blinn College to pay for any costs incurred in the preparation and submission of specifications or for any costs incurred prior to the execution of a final offer.
- 1.003 Blinn is not obligated to purchase any item or service, if funds are not allocated by the Grant, legislative session, or the Board of Trustees.

##### **2.000 VENDOR'S OBLIGATIONS:**

- 2.001 Substitutions will not be allowed after a bid has been submitted for review and will not be delivered instead of the item bid, unless the item is of a higher quality than the item specified and approved by the Director of Purchasing.
- 2.002 Any item that does not perform or meet the specifications or warranty, or as claimed by the vendor, will be replaced at no cost to the College.
- 2.003 Any specification a vendor may not agree with must be submitted in writing to the Purchasing Office four (4) days in advance of the bid closing date.
- 2.004 Prompt payment discounts shall be listed on the bid form.
- 2.005 In bidding, give complete information in spaces provided; otherwise, your bid offer may not be given consideration. All bid offers must be signed to be considered.

##### **3.000 AWARD DETERMINATION / OBLIGATIONS BY THE COLLEGE:**

- 3.001 Blinn College will award this service to the vendor providing the best value as it deems to be in the best interest of the college.
- 3.002 In determining to whom to award a contract, the district shall consider:
- A. the price(s) bid.
  - B. the quality of the vendor's goods or services.
  - C. delivery of services in a timely manner.
  - D. the reputation of the vendor and of the vendor's goods or warranty services.
  - E. the extent to which the goods or services meet the district's needs.
  - F. the vendor's past relationship with the district.
  - G. the total long-term cost to the district to acquire the vendor's goods or services; and
  - H. any other relevant factor that a private business entity would consider in selecting a vendor.
- 3.003 The College may make such investigations, as it deems necessary, to determine the ability of the

vendor to provide satisfactory performance in accordance with the specifications. The vendor shall furnish to the College all such information and data for this purpose as the College may request.

4.000 **INTERPRETATIONS OF THE SPECIFICATIONS:**

4.001 Only the interpretation or correction so given by the College, in writing, shall be binding and prospective vendors are advised that no other source, outside of the college, is authorized to give information concerning, explain or interpret, the bid document.

4.002 Every request for such interpretation or correction must be in writing to the Director of Purchasing. All such interpretation and supplemental instructions will be in the form of written addenda to the bidding documents prior to the bid opening. Your questions concerning the bid specifications must be submitted in writing. We will return a written answer to your company.

5.000 **DELIVERY:**

5.001 Delivery of equipment and services must be made by the successful vendor to:

Blinn College District  
902 College Avenue  
Brenham, Texas 77833

5.002 No allowance for loss, breakage, damage, or difficulties shall be made.

6.000 **BILLING AND PAYMENT/DISCOUNTING:**

6.001 All invoices are to be submitted and mailed to:

Blinn College District  
902 College Avenue  
Brenham, Texas 77833

6.002 Unless otherwise stated on the purchase order, payment will be net thirty (30) days after receipt of a correct invoice. If a cash discount is allowed for prompt payment, please indicate on the invoice. Partial payments may be paid if partial shipments have been made. Any penalty for delayed payment must be stated on the invoice.

7.000 **TAX EXEMPTIONS:**

7.001 Prices Bid SHALL NOT INCLUDE FEDERAL EXCISE OR STATE SALES AND USE TAXES as the COLLEGE is exempt from the payment of these taxes. Exemption Certificates for the Federal Excise Tax and State of Texas Sales Tax will be furnished upon request.

8.000 **PRICE QUOTATIONS:**

8.001 Lump sum price. The unit price shall include all costs of labor, profit, insurance, FOB freight, etc. to make operational and cover all work outlined in the specifications of this project.

8.002 Bids must be submitted on the forms provided to insure complete uniformity of wording of all bids. Bids may be rejected if they show any omissions, alterations in wording, conditional clauses, or irregularities of any kind.

9.000 **RIGHT OF VENDOR SELECTION:**

9.001 You are notified that although the College is required to submit purchases of all contracts of \$50,000 to competitive bidding, it is not required to accept the lowest bid. In such purchasing the lowest bid may be rejected if the College, in the exercise of its best judgment, feels that the bid of one other than the low bidder will best serve the interest of the College.

9.002 Blinn College District reserves the right to accept or reject any or all bids in its entirety and/or waive all formalities. This inquiry implies no obligation on the part of the buyer, nor does the buyer's silence imply any acceptance or rejection of any quotation offer.

10.000 **REFERENCES:**

10.001 Please provide educational references in addition to non-educational references.

11.000 **CONFLICT OF INTEREST:**

11.001 No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitled C, Chapter 171 and Chapter 176.

12.000 **ETHICS:**

12.001 The vendor shall not accept or propose gifts or anything of value nor enter any business arrangement with any employee, official or agent of Blinn.

12.002 House Bill 1295

Effective January 1, 2016, Blinn College shall comply with the "Disclosure of Interested Parties" requirements mandated by HB 1295, as implemented by the Texas Ethics Commission. Briefly stated, contracts for goods or services which require an action vote by Blinn's governing body may not be executed by the college until the awarded vendor presents a signed and notarized form disclosing the interested parties to the contract. The awarded vendor will be required to complete the form prior to execution of the contract. If the awarded vendor does not comply, the award may be revoked. The filing application and information can be accessed at:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

13.000 **STATE LAW REQUIREMENTS:**

13.001 This agreement will be governed and construed according to the laws of the State of Texas.

**VENUE** The parties agree that regarding any dispute or litigation that may arise in the execution and performance of this contract, that venue for all proceedings, judicial or otherwise shall be in "Washington County", Texas

13.002 All equipment and services furnished under this contract shall comply with applicable laws, ordinances, and regulations. The bidder shall give all notices and comply with all laws, ordinances, rules, and regulations, and without such notice to the authorized Owner's representative, the bidder shall bear all costs arising there from.

13.003 On May 30, 1995, Governor, George Bush, signed Senate Bill 1. It became effective on the day he signed it. The following is a requirement included in this law. It is mandatory that the College must include this in all Bids. Each vendor must respond to this section of the law.

**Section 44.034 TEC. Notification of Criminal History of Contractor.** (This section does not

apply to a publicly held corporation).

(a) A person or business entity that enters a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony.

The school district must have advance notice that a person, owner, or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

(b) A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.

#### **13.004 State of Texas Government Code Chapter 176 –**

Vendors submitting a response to a Blinn College RFB/RFP are responsible for complying with all applicable laws, ordinances and regulations including the provisions of the State of Texas Government Code Chapter 176. As applicable, the person submitting a response to a RFB/RFP must complete and submit a Conflict of Interest Questionnaire form CIQ, in a format approved by the Texas Ethics Commission. This form is to be included with your bid. A copy of the CIQ form can be found at the Texas Ethics Commission Web site.

#### **14.000 UNIFORM & COMMERCIAL CODE:**

14.001 This writing and subsequent interview information given and forward to the College shall be a sole and final expression of the agreement between the College and the vendor and is intended also as a complete an exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is controlling.

14.002 This agreement shall be governed by the laws of the State of Texas. By submitting a signed bid, the vendor certifies that the company does not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, and certifies that the company complies with equal employment opportunity regulations.

#### **15.000 ENTIRE AGREEMENT**

15.001 This bid document, the authorized purchase order, and/or a signed contract constitute the entire agreement. No other document will prevail.

#### **16.000 CANCELLATION**

16.001 Blinn College District shall have the right to cancel for default all or any part of the undelivered portion of this contract if the Awarded Vendor breaches any of the terms hereof including warranties as bid or if the Awarded Vendor becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any remedies which Blinn College District may have in law or equity.

Bidding questions should be referred to:

**Ross Schroeder, Director of Purchasing**

Blinn College District

902 College Ave

Brenham, TX 77833

(979) 830 4118

e-mail: [ross.schroeder@blinn.edu](mailto:ross.schroeder@blinn.edu)



## Felony Conviction Notification

State of Texas Legislative Senate Bill No. 1, Section 44,034, Notification of Criminal History, Subsection (a), states a person or business entity that enters into a contract with a College must give advance notice to the College if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

(I) (We), the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

COMPANY NAME: \_\_\_\_\_

AUTHORIZED PRINTED NAME: \_\_\_\_\_

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

**Check the appropriate box and sign the form.**

- My firm is a publicly held corporation, therefore, this reporting requirement is not applicable.

AUTHORIZED SIGNATURE:

- My firm is not owned nor operated by anyone who has been convicted of a felony.

AUTHORIZED SIGNATURE:

- My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Felony: \_\_\_\_\_

Details of Conviction(s) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

## VENDOR CERTIFICATION FORM

1. Vendor hereby acknowledges that it is unlawful to offer, give, agree to give to any person, or solicit, demand, accept, or agree to accept from another person, a bribe, or unlawful gift, benefit, advantage, gratuity, payment, or an offer of employment in connection with or arising from this RFP or subsequent contract.
2. Persons submitting a response to this RFP must comply with all applicable laws, ordinances and regulations including the provisions of the State of Texas "Local Government Code Chapter 176. As applicable, the person submitting a response to this RFP must complete and submit a Conflict of Interest Questionnaire form CIQ, in a format approved by the Texas Ethics Commission. A copy of the form can be found below or at the Texas Ethics Commission web site <http://www.ethics.state.tx.us/forms/CIQ.pdf>
3. Texas Resident Information: Chapter 2252, Subchapter A, of the Texas Government Code, establishes certain requirement applicable to proposers who are not Texas Residents. Under the Statute, a "Resident" vendor is one whose principal place of business is in Texas, including one whose ultimate parent company or majority owner has its principal place of business in Texas or employs at least 500 persons in the State of Texas:

Location of Principal Place of Business (City / State) and or Number of employees based in Texas:  
Address \_\_\_\_\_

Or Number of Employees that reside in Texas: \_\_\_\_\_

4. **Debarment Certification:** Vendor certifies neither the owner or principal owner has been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 "Debarment and Suspension" as described in the Federal Register and Rules and Regulations:  
  
 No, Vendor is not currently debarred, suspended or otherwise ineligible.  
 Yes, Vendor is currently debarred, suspended or otherwise ineligible.
5. In accordance with Chapter 2270 of the Texas Government Code, by accepting this contract, you verify that your firm does not Boycott Israel, and agree that during the term of this agreement will not Boycott Israel as that term is defined in the Texas Government Code, Section 808.001 as amended.
6. Texas Government Code, Subchapter F, Prohibition on Contracts with Certain Companies, Section 2252.152, Vendor certifies they do not do business with companies engaged in business with Iran, Sudan, or Foreign Terrorist Organization that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.

**VENDOR CERTIFICATION.** The undersigned, on behalf of Vendor, certifies that this proposal is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a proposal on the same project, and is in all respects fair and without collusion, fraud, or unlawful acts.

It is further certified that the person whose signature appears below is legally empowered to bind the Company in whose name the proposal is entered.

Submitted this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and for the Company identified as follows:

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

Printed Name: \_\_\_\_\_

**CONFLICT OF INTEREST QUESTIONNAIRE**  
For vendor doing business with local governmental entity

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1** Name of vendor who has a business relationship with local governmental entity.

**2**  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes  No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes  No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

**OFFICE USE ONLY**

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**1** Name of business entity filing form, and the city, state and country of the business entity's place of business.

**2** Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

**3** Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
 (street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
 (month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity (Declarat)

*Must file online at www.ethics.state.tx.us/File*

## DOCUMENT 002600 - PROCUREMENT SUBSTITUTION PROCEDURES

### 1.1 DEFINITIONS

- A. Procurement Substitution Requests: Requests for changes in products, materials, equipment, and methods of construction from those indicated in the Procurement and Contracting Documents, submitted prior to receipt of bids.
- B. Substitution Requests: Requests for changes in products, materials, equipment, and methods of construction from those indicated in the Contract Documents, submitted following Contract award. See Section 012500 "Substitution Procedures" for conditions under which Substitution requests will be considered following Contract award.

### 1.2 QUALITY ASSURANCE

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

### 1.3 PROCUREMENT SUBSTITUTIONS

- A. Procurement Substitutions, General: By submitting a bid, the Bidder represents that its bid is based on materials and equipment described in the Procurement and Contracting Documents, including Addenda. Bidders are encouraged to request approval of qualifying substitute materials and equipment when the Specifications Sections list materials and equipment by product or manufacturer name.
- B. Procurement Substitution Requests will be received and considered by Owner when the following conditions are satisfied, as determined by Architect; otherwise, requests will be returned without action:
  - 1. Extensive revisions to the Contract Documents are not required.
  - 2. Proposed changes are in keeping with the general intent of the Contract Documents, including the level of quality of the Work represented by the requirements therein.
  - 3. The request is fully documented and properly submitted.

### 1.4 SUBMITTALS

- A. Procurement Substitution Request: Submit to owner. Procurement Substitution Request must be made in writing by prime contract Bidder only in compliance with the following requirements:
  - 1. Requests for substitution of materials and equipment will be considered if received no later than 10 days prior to date of bid opening.
  - 2. Submittal Format: Submit digital copy of each written Procurement Substitution Request, using CSI Substitution Request Form 1.5C.
  - 3. Submittal Format: Submit Procurement Substitution Request, using format provided on Project Web site.

- a. Identify the product or the fabrication or installation method to be replaced in each request. Include related Specifications Sections and drawing numbers.
- b. Provide complete documentation on both the product specified and the proposed substitute, including the following information as appropriate:
  - 1) Point-by-point comparison of specified and proposed substitute product data, fabrication drawings, and installation procedures.
  - 2) Copies of current, independent third-party test data of salient product or system characteristics.
  - 3) Samples where applicable or when requested by Architect.
  - 4) Detailed comparison of significant qualities of the proposed substitute with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
  - 5) Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
  - 6) Research reports, where applicable, evidencing compliance with building code in effect for Project, from ICC-ES.
  - 7) Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, which will become necessary to accommodate the proposed substitute.
- c. Provide certification by manufacturer that the substitute proposed is equal to or superior to that required by the Procurement and Contracting Documents, and that its in-place performance will be equal to or superior to the product or equipment specified in the application indicated.
- d. Bidder, in submitting the Procurement Substitution Request, waives the right to additional payment or an extension of Contract Time because of the failure of the substitute to perform as represented in the Procurement Substitution Request.

B. Architect's Action:

1. Architect may request additional information or documentation necessary for evaluation of the Procurement Substitution Request. Architect will notify all bidders of acceptance of the proposed substitute by means of an Addendum to the Procurement and Contracting Documents.

C. Architect's approval of a substitute during bidding does not relieve Contractor of the responsibility to submit required shop drawings and to comply with all other requirements of the Contract Documents.

END OF DOCUMENT 002600

DOCUMENT 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

- A. Bidder's Name: \_\_\_\_\_.
- B. Bidder's Street Address: \_\_\_\_\_.
- C. Bidder's City, State, Zip, Phone: \_\_\_\_\_.
- D. Project Name: Fire Alarm Upgrade – Wheeler Hall – Brenham Campus
- E. Project Location: 902 College Avenue, Brenham, TX 77833.
- F. Owner: Blinn College District.
- G. Architect: Cleary Zimmermann Engineers, LLC.  
\*Architect denotes responsibility of Engineer within all contract documents.
- H. Project Number: 230951.

1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: Replacement of the fire alarm devices in Wheeler Hall. The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Cleary Zimmermann Engineers, LLC and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:
  - 1. \_\_\_\_\_ Dollars (\$\_\_\_\_\_).
  - 2. The above bid amount shall include a sum of Ten Thousand Dollars and Zero Cents (\$10,000.00) for use as the Owner's contingency.
  - 3. Lead time for materials: \_\_\_\_\_ calendar days
  - 4. Construction Schedule in calendar days to complete install from start of May 15, 2024:  
\_\_\_\_\_ calendar days

1.3 UNIT PRICES

- A. Unit Price No. 1: Smoke Detector
  - 1. Furnish, install, connect and program of a single smoke detector. Price shall include complete installation. \_\_\_\_\_ Dollars (\$\_\_\_\_\_).
  - 2. Lead Time: \_\_\_\_\_

B. Unit Price No. 2: Smoke Detector with Low Frequency Sounder Base

1. Furnish, install, connect and program of a single smoke detector with low frequency sounder base. Price shall include complete installation. \_\_\_\_\_ Dollars (\$\_\_\_\_\_).
2. Lead Time: \_\_\_\_\_

C. Unit Price No. 3: Monitor Relay

1. Furnish, install, connect and program of a single monitor relay. Price shall include complete installation. \_\_\_\_\_ Dollars (\$\_\_\_\_\_).
2. Lead Time: \_\_\_\_\_

D. Unit Price No. 4: Visual Notification Device

1. Furnish, install, connect and program of a single visual notification device. Price shall include complete installation. \_\_\_\_\_ Dollars (\$\_\_\_\_\_).
2. Lead Time: \_\_\_\_\_

E. Unit Price No. 5: Audible/Visual Notification Device

1. Furnish, install, connect and program of a single audible/visual notification device. Price shall include complete installation. \_\_\_\_\_ Dollars (\$\_\_\_\_\_).
2. Lead Time: \_\_\_\_\_

F. Unit Price No. 6: Pull Station

1. Furnish, install, connect and program of a single pull station. Price shall include complete installation. \_\_\_\_\_ Dollars (\$\_\_\_\_\_).
2. Lead Time: \_\_\_\_\_

G. Unit Price No. 7: Duct Smoke Detector

1. Furnish, install, connect and program of a single Duct Smoke Detector. Price shall include complete installation. \_\_\_\_\_ Dollars (\$\_\_\_\_\_).
2. Lead Time: \_\_\_\_\_

1.4 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:



1. \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

#### 1.5 SUBCONTRACTORS AND SUPPLIERS

- A. The following companies shall execute subcontracts for the portions of the Work indicated:

1. Concrete Work: \_\_\_\_\_.
2. Masonry Work: \_\_\_\_\_.
3. Roofing Work: \_\_\_\_\_.
4. Plumbing Work: \_\_\_\_\_.
5. HVAC Work: \_\_\_\_\_.
6. Electrical Work: \_\_\_\_\_.

#### 1.6 FIRE ALARM MANUFACTURER QUOTED IN PACKAGE

1. Manufacturer: \_\_\_\_\_.

#### 1.7 EXTRA WORK FEES

- A. The undersigned agrees that for additional work added to the Contract and for extra costs resulting from changes in the work, the allowance for overhead and profit shall be in accordance with the following schedule, but in no case shall it exceed a maximum of 15 percent (Overhead shall include payroll taxes and supervision):

1. For the Contractor, for any work provided by his own forces: 10% of the cost. For the Contractor, for work produced by his subcontractors: 5% of the amount due the subcontractor.
2. The General Contractor shall not be allowed to charge the Owner for "extended overhead" charges relating to change orders or weather delays.

#### 1.8 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect. Work needs to be substantially complete by August 2, 2024 and project closeout and billing completed by September 13, 2024.

#### 1.9 LIQUIDATED DAMAGES

- A. The undersigned Bidder agrees to pay Liquidated Damages in the amount of \$500.00 per calendar day for failure to complete work within the contracted time in accordance with the Supplementary Conditions established in the Contract. Additionally, the Bidder agrees to pay

the cost of any off-site housing expense incurred by the Owner as a result of the failure to complete work within the contracted time.

1.10 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:
1. Addendum No. 1, dated \_\_\_\_\_.
  2. Addendum No. 2, dated \_\_\_\_\_.
  3. Addendum No. 3, dated \_\_\_\_\_.
  4. Addendum No. 4, dated \_\_\_\_\_.

1.11 BID SUPPLEMENTS

- A. The following supplements are a part of this Bid Form and are attached hereto.
1. Bid Form Supplement - Bid Bond Form (AIA Document A310).
  2. Bid Form Supplement – Proposed Schedule of Values form (AIA Document G703)

1.12 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Washington County, Brenham, TX, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.13 OTHER CONDITIONS

- A. The undersigned agrees to the following:
1. Will furnish all labor and materials as shown and specified.
  2. Understands that the Owner reserves the right to reject any or all Bids and to waive any informalities in the Bidding, and to assign the Work to the Bidder who, in the opinion of the Owner, serves the Owner's best interests.
  3. Attests that the bid is submitted without collusion with any other bidder.
  4. Pay all applicable permits and fees.
  5. Provide insurance, performance and payment bonds per the owner's standard contracting documents.
  6. Provide a 5% bid bond.

1.14 SUBMISSION OF BID

- A. Respectfully submitted this \_\_\_\_ day of \_\_\_\_\_, 2024.
- B. Submitted By: \_\_\_\_\_(Name of bidding firm or corporation).
- C. Authorized Signature: \_\_\_\_\_(Handwritten signature).

Fire Alarm Upgrade – Wheeler Hall – Brenham Campus  
Project Number: 230951

- D. Signed By: \_\_\_\_\_ (Type or print name).
- E. Title: \_\_\_\_\_ (Owner/Partner/President/Vice President).
- F. Witness By: \_\_\_\_\_ (Handwritten signature).
- G. Attest: \_\_\_\_\_ (Handwritten signature).
- H. By: \_\_\_\_\_ (Type or print name).
- I. Title: \_\_\_\_\_ (Corporate Secretary or Assistant Secretary).
- J. Street Address: \_\_\_\_\_.
- K. City, State, Zip: \_\_\_\_\_.
- L. Phone: \_\_\_\_\_.
- M. License No.: \_\_\_\_\_.
- N. Federal ID No.: \_\_\_\_\_ (Affix Corporate Seal Here).

END OF DOCUMENT 004113

DOCUMENT 004313 - BID SECURITY FORMS

1.1 BID FORM SUPPLEMENT

- A. A completed bid bond form is required to be attached to the Bid Form.

1.2 BID BOND FORM

- A. AIA Document A310, "Bid Bond," is the recommended form for a bid bond. A bid bond acceptable to Owner, or other bid security as described in the Instructions to Bidders, is required to be attached to the Bid Form as a supplement.
- B. Copies of AIA standard forms may be obtained from The American Institute of Architects; [www.aia.org/contractdocs/purchase/index.htm](http://www.aia.org/contractdocs/purchase/index.htm); email: [docspurchases@aia.org](mailto:docspurchases@aia.org); (800) 942-7732.

END OF DOCUMENT 004313

DOCUMENT 004373 - PROPOSED SCHEDULE OF VALUES FORM

1.1 BID FORM SUPPLEMENT

- A. A completed Proposed Schedule of Values form is required to be attached to the Bid Form.

1.2 PROPOSED SCHEDULE OF VALUES FORM

- A. Proposed Schedule of Values Form: Provide a breakdown of the bid amount, including alternates, in enough detail to facilitate continued evaluation of bid. Coordinate with the Project Manual table of contents. Provide multiple line items for principal material and subcontract amounts in excess of five percent of the Contract Sum.
- B. Arrange schedule of values consistent with format of AIA Document G703.
  - 1. Copies of AIA standard forms may be obtained from the American Institute of Architects; <http://www.aia.org/contractdocs/purchase/index.htm>; [docspurchases@aia.org](mailto:docspurchases@aia.org); (800) 942-7732.

END OF DOCUMENT 004373

DOCUMENT 004393 - BID SUBMITTAL CHECKLIST

1.1 BID INFORMATION

- A. Bidder: \_\_\_\_\_.
- B. Prime Contract: \_\_\_\_\_.
- C. Project Name: Fire Alarm Upgrade – Wheeler Hall – Brenham Campus
- D. Project Location: 902 College Avenue, Brenham, TX 77833.
- E. Owner: Blinn College District.
- F. Architect: Cleary Zimmermann Engineers, LLC.  
\*Architect denotes responsibility of Engineer within all contract documents.
- G. Project Number: 230951.

1.2 BIDDER'S CHECKLIST

- A. In an effort to assist the Bidder in properly completing all documentation required, the following checklist is provided for the Bidder's convenience. The Bidder is solely responsible for verifying compliance with bid submittal requirements.
- B. Attach this completed checklist to the outside of the Submittal envelope.
  - 1. Used the Bid Form provided in the Project Manual.
  - 2. Prepared the Bid Form as required by the Instructions to Bidders.
  - 3. Indicated on the Bid Form the Addenda received.
  - 4. Attached to the Bid Form: Proposed Schedule of Values Form.
  - 5. Attached to the Bid Form: Bid Bond OR a certified check for the amount required.
  - 6. Bid envelope shows name and address of the Bidder.
  - 7. Bid envelope shows the Bidder's Contractor's License Number.
  - 8. Bid envelope shows name of Project being bid.
  - 9. Bid envelope shows name of Prime Contract being bid, if applicable.
  - 10. Bid envelope shows time and day of Bid Opening.
  - 11. Verified that the Bidder can provide executed Performance Bond and Labor and Material Bond.
  - 12. Verified that the Bidder can provide Certificates of Insurance in the amounts indicated.

END OF DOCUMENT 004393

DOCUMENT 006000 - FORMS

1.1 FORM OF AGREEMENT AND GENERAL CONDITIONS

- A. The following form of Owner/Contractor Agreement and form of the General Conditions shall be used for Project:
1. AIA Document A101 - 2017, "Standard Form of Agreement between Owner and Contractor, Stipulated Sum."
    - a. The General Conditions for Project are AIA Document A201 - 2017, "General Conditions of the Contract for Construction."
    - b. Blinn's Standard AIA contract attached for your use.
    - c. AIA Document A101 – 2017 Exhibit A – Insurance and Bonds
    - d. Addendum to Vendors Contract (as attached)
  2. The General Conditions are included in the Project Manual.
  3. The Supplementary Conditions for Project are separately prepared and included in the Project Manual.
  4. Owner's document(s) bound following this Document.

1.2 ADMINISTRATIVE FORMS

- A. Administrative Forms: Additional administrative forms are specified in Division 01 General Requirements.
- B. Copies of AIA standard forms may be obtained from the American Institute of Architects; <http://www.aia.org/contractdocs/purchase/index.htm>; [docspurchases@aia.org](mailto:docspurchases@aia.org); (800) 942-7732.
- C. Preconstruction Forms:
1. Form of Performance Bond and Labor and Material Bond: AIA Document A312, "Performance Bond and Payment Bond."
  2. Form of Certificate of Insurance: AIA Document G715, "Supplemental Attachment for ACORD Certificate of Insurance 25-S."
- D. Information and Modification Forms:
1. Form for Requests for Information (RFIs): AIA Document G716, "Request for Information (RFI)."
  2. Form of Request for Proposal: AIA Document G709, "Work Changes Proposal Request."
  3. Change Order Form: AIA Document G701, "Change Order."
  4. Form of Architect's Memorandum for Minor Changes in the Work: AIA Document G707, "Architect's Supplemental Instructions."
  5. Form of Change Directive: AIA Document G714, "Construction Change Directive."

E. Payment Forms:

1. Schedule of Values Form: AIA Document G703, "Continuation Sheet."
2. Payment Application: AIA Document G702/703, "Application and Certificate for Payment and Continuation Sheet."
3. Form of Contractor's Affidavit: AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
4. Form of Affidavit of Release of Liens: AIA Document G706A, "Contractor's Affidavit of Payment of Release of Liens."
5. Form of Consent of Surety: AIA Document G707, "Consent of Surety to Final Payment."
6. Stored Materials Log: Owner's document(s) bound following this document

END OF DOCUMENT 006000



# DRAFT AIA® Document A101™ – 2017

## Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

**AGREEMENT** made as of the «XXXXXX» day of «XXXXXX» in the year «Two Thousand Twenty-Four.»  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

«Blinn College District»« »  
«902 College Avenue»  
«Brenham, TX 77833»  
« »

and the Contractor:  
(Name, legal status, address and other information)

« »« »  
« »  
« »

for the following Project:  
(Name, location and detailed description)

« Fire Alarm Upgrade – Wheeler Hall – Brenham Campus»  
«902 College Avenue»  
«Brenham, TX 77833»

The Architect:  
(Name, legal status, address and other information)

«Cleary Zimmermann Engineers, LLC »« »  
« 300 West 26<sup>th</sup> Street»  
«Bryan, TX 77803»

The Owner and Contractor agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

The parties should complete A101™-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

**ELECTRONIC COPYING** of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

### EXHIBIT A INSURANCE AND BONDS

#### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

#### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

#### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

[ «» ] The date of this Agreement.

[ «» ] A date set forth in a notice to proceed issued by the Owner.

[ «X» ] Established as follows:

«Construction shall commence on XXXXXX.»

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

#### § 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

[ « » ] Not later than « » ( « » ) calendar days from the date of commencement of the Work.

[ «X» ] By the following date: « ». Contractor shall also be complete and ready for final payment in accordance with paragraph 9.10 of the General Conditions by ».

**§ 3.3.2** Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
«»	

**§ 3.3.3** If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### ARTICLE 4 CONTRACT SUM

**§ 4.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be «XXXX Dollars and XXXXX Cents » (\$ «XXXXX»), subject to additions and deductions as provided in the Contract Documents.

#### § 4.2 Alternates

**§ 4.2.1** Alternates, if any, included in the Contract Sum:

Item	Price

**§ 4.2.2** Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
« »		

**§ 4.3** Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item	Price
«Owner's Contingency: Owner's Contingency, these funds shall be included in the contract price for use at the sole discretion of the Owner and Architect »	\$

**§ 4.4** Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
« »		

**§ 4.5** Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

« »

**§ 4.6** Other:

*(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*

« »

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

«N/A»

§ 5.1.3 Provided that an Application for Payment is received by the Architect pursuant to Chapter 2251 of the Texas Government Code, the Owner shall make payment of the certified amount to the Contractor.  
*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

«Five Percent (5%) »

§ 5.1.7.1.1 The following items are not subject to retainage:  
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

«N/A»

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:  
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

«N/A»

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:  
(Insert any other conditions for release of retainage upon Substantial Completion.)

«N/A»

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made pursuant to Chapter 2251 of the Texas Government Code. Architect

## § 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated in Chapter 2251 of the Texas Government Code.

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.  
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

«N/A »

« »

« »

« »

**§ 6.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by, Chapter 2260 of the Texas Government Code, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

[  ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[  ] Litigation in a court of competent jurisdiction

[  ] Other *(Specify)*

«»

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

**ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

**§ 7.1.1** If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)*

«The Owner shall not pay a termination fee. »

**§ 7.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 8.2** The Owner’s representative:

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Contractor. Except as otherwise provided in Section 4.2.1 of A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative. Provided, however, changes in the scope of the Work or the Contract Sum will generally require approval by the Owner's Board of Trustees.

The Owner's representative shall be:

*(Name, address, email address, and other information)*

«Richard O'Malley, P.E. (inactive)  
Assistant Vice Chancellor, Facilities, Planning, and Construction»  
«902 College Ave.  
Brenham, Texas 77833»  
«Telephone Number: 979-830-4054»  
«Email Address: richard.omalley@blinn.edu»

**§ 8.3** The Contractor’s representative:

*(Name, address, email address, and other information)*

« »  
« »« »

<< >>  
<< >>  
<< >>  
<< >>

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

#### § 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

<< >>

#### § 8.7 Other provisions:

§ 8.7.1 When work is to be performed at a project site and school activities are being conducted, Contractor shall take special care, and shall require its subcontractors, and all persons performing work at the site to take special care, to protect the safety and welfare of the students, teachers, employees, and visitors at the school, and to perform the work with as little disruption to the learning environment and school activities as possible.

§ 8.7.2 When work is to be performed at a project site where school activities are being conducted, it is expressly understood and agreed that Contractor's and any subcontractors' employees and other persons performing work at the project site shall not engage in any inappropriate interaction of any nature whatsoever with students, teachers, employees and visitors at the school, including talking, touching, staring, or in any way contributing to a hostile or offensive environment. It is further expressly understood and agreed that there is to be no fraternization between Contractor's and any subcontractor's employees, and other persons performing work at the site, and students, teachers, employees and visitors at the school. There shall be zero tolerance for violations of these provisions.

§ 8.7.3 The possession or use of tobacco products, alcoholic beverages, illegal drugs, and firearms or weapons on Owner's property is prohibited at all times, twenty-four hours a day. There shall be zero tolerance for violations of this provision.

§ 8.7.4 Contractor, subcontractor, and all other persons performing work in connection with the project shall strictly observe (i) speed limits in the vicinity of the project site, including, without limitation, school speed limits, and (ii) any posted speed limits on the project site established by Owner. Contractor shall require strict compliance with this provision.

§ 8.7.5 Owner shall have the right to require the immediate removal from the project site of any person performing work who violates the provision of this Article 11 and to prohibit such person from being allowed to perform work at the project site in the future.

§ 8.7.6 A Contractor who fails to enforce compliance with the provisions of this Article 8, or who suffers or allows an employee, subcontractor or other person performing work at the project site to violate any of these provisions, shall be in breach of this Contract.



**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction

The Contract Documents are enumerated in the Agreement between the Owner and Contractor being standard form AIA Document A101 - 2017 (hereinafter the Agreement) and consists of the Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Exhibits A, C, D, E, F, G, and B being the addendum to the Agreement dealing with Owner’s status as an educational institution of the State of Texas, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. These Contract Documents constitute the entire agreement between the parties.

As stated, Owner is an educational institution of the State of Texas. Due to Owner’s status as such, the parties have specifically negotiated the terms contained in the Agreement and Exhibits A, C, D, E, F, G, and B being the addendum to the Agreement dealing with Owner’s status as an educational institution of the State of Texas and those documents have been made an integral part of the Contract Documents.

To the extent the language in the Agreement and Exhibits A, B, C, D, E, F, and G to the Agreement, are in conflict with any language in the Conditions of the Contract (General, Supplementary, and other Conditions), the language in the Agreement and Exhibits A, B, C, D, E, F, and G to the Agreement will control over the language in the Conditions of the Contract (General, Supplementary, and other Conditions).

- .4 Exhibit B: Addendum to Agreement between Owner and Contractor
- .5 Drawings

Number	Title	Date
«Refer to Exhibit C - Drawings »		

- .6 Specifications

Section	Title	Date	Pages
Refer to Exhibit D - Specifications»			

- .7 Addenda, if any:

Number	Date	Pages
« »		

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Documents, if any:
  - Exhibit A – Insurance and Bonds
  - Exhibit B – Addendum to Vendors Contract
  - Exhibit C – Drawings
  - Exhibit D – Specification
  - Exhibit E – Supplementary Conditions
  - Exhibit F – Contractor’s Proposal Forms
  - AIA Document A201-2017 – General Conditions of the Contract for Construction



This Agreement entered into as of the day and year first written above.

« »

**OWNER** *(Signature)*

«Mary Hensley, Ed.D. »«Chancellor of the Blinn  
College District / CEO »

*(Printed name and title)*

« »

**CONTRACTOR** *(Signature)*

« »« »

*(Printed name and title)*



# DRAFT AIA® Document A101™ – 2017

## Exhibit A

### Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the «XXXX» day of «XXXX» in the year «Two Thousand Twenty-Four»

*(In words, indicate day, month and year.)*

for the following **PROJECT:**

*(Name and location or address)*

«Fire Alarm Upgrade – Wheeler Hall – Brenham Campus»

«902 College Avenue »

«Brenham, TX 77833 »

**THE OWNER:**

*(Name, legal status and address)*

«Blinn College District»« »

«902 College Avenue

Brenham, TX 77833»

**THE CONTRACTOR:**

*(Name, legal status and address)*

« »« »

« »

« »

### TABLE OF ARTICLES

#### A.1 GENERAL

#### A.2 OWNER'S INSURANCE

#### A.3 CONTRACTOR'S INSURANCE AND BONDS

#### A.4 SPECIAL TERMS AND CONDITIONS

##### ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™-2017, General Conditions of the Contract for Construction.

##### ARTICLE A.2 OWNER'S INSURANCE

###### § A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

**ADDITIONS AND DELETIONS:** The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

This document is intended to be used in conjunction with AIA Document A201™-2017, General Conditions of the Contract for Construction. Article 11 of A201™-2017 contains additional insurance provisions.

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## § A.2.2 Liability Insurance

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

## § A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 **Causes of Loss.** The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

*(Indicate below the cause of loss and any applicable sub-limit.)*

Causes of Loss	Sub-Limit
<< >>	

§ A.2.3.1.2 **Specific Required Coverages.** The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:  
*(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)*

Coverage	Sub-Limit
<< >>	

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 **Deductibles and Self-Insured Retentions.** If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 **Occupancy or Use Prior to Substantial Completion.** The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

## § A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

## § A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)*

[  ] **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

«  »

[  ] **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

«  »

[  ] **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

«  »

[  ] **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

«  »

[  ] **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

«  »

[  ] **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

«  »

[  ] **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

«  »

### **§ A.2.5 Other Optional Insurance.**

The Owner shall purchase and maintain the insurance selected below.

*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)*

[  ] **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.

(Indicate applicable limits of coverage or other conditions in the fill point below.)

« »

[ « » ] **§ A.2.5.2 Other Insurance**

(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

**Coverage**

**Limits**

« »

**ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS**

**§ A.3.1 General**

**§ A.3.1.1 Certificates of Insurance.** The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

**§ A.3.1.2 Deductibles and Self-Insured Retentions.** The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

**§ A.3.1.3 Additional Insured Obligations.** To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG-20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

**§ A.3.2 Contractor's Required Insurance Coverage**

**§ A.3.2.1** The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

*(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)*

« »

**§ A.3.2.2 Commercial General Liability**

**§ A.3.2.2.1** Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than «one million dollars» (\$ «1,000,000.00») each occurrence, «two million dollars» (\$ «2,000,000.00») general aggregate, and « » (\$ « ») aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

**§ A.3.2.2** The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

**§ A.3.2.3** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than «one million dollars» (\$ «1,000,000.00» ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

**§ A.3.2.4** The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

**§ A.3.2.5** Workers' Compensation at statutory limits.

**§ A.3.2.6** Employers' Liability with policy limits not less than « » (\$ « » ) each accident, « » (\$ « » ) each employee, and «one million dollars» (\$ «1,000,000» ) policy limit.

**§ A.3.2.7** Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

**§ A.3.2.8** If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than «one million dollars» (\$ «1,000,000.00» ) per claim and «one million dollars» (\$ «1,000,000.00» ) in the aggregate.

**§ A.3.2.9** If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than « » (\$ « » ) per claim and « » (\$ « » ) in the aggregate.

**§ A.3.2.10** Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than « » (\$ « » ) per claim and « » (\$ « » ) in the aggregate.

**§ A.3.2.11** Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than « » (\$ « » ) per claim and « » (\$ « » ) in the aggregate.

**§ A.3.2.12** Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than « » (\$ « » ) per claim and « » (\$ « » ) in the aggregate.



**§ A.3.3 Contractor's Other Insurance Coverage**

**§ A.3.3.1** Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

*(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)*

« »

**§ A.3.3.2** The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

*(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)*

[  ] **§ A.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:  
*(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*

« »

[  ] **§ A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than « » (\$ « » ) per claim and « » (\$ « » ) in the aggregate, for Work within fifty (50) feet of railroad property.

[  ] **§ A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than « » (\$ « » ) per claim and « » (\$ « » ) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[  ] **§ A.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[  ] **§ A.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

[  ] **§ A.3.3.2.6 Other Insurance**  
*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*

**Coverage**

«Umbrella or Excess Liability insurance covering in excess of Automobile Liability, General Liability and Worker's Compensation Coverage B.

**Limits**

One times contract amount for all contracts exceeding \$100,000, up to \$25,000,000 total limit; \$1,000,000 minimum.

Certificate must list underlying policies and indicate that coverage in "following form".»

**§ A.3.4 Performance Bond and Payment Bond**

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

*(Specify type and penal sum of bonds.)*

Type	Penal Sum (\$0.00)
Payment Bond	100% of contract
Performance Bond	100% of contract

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

**ARTICLE A.4 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

«During the remodel process, new materials will be purchased by the Contractor with the intent of installing these materials at the Project. The Contractor shall insure these new materials until the time of the execution of the Certificate of Substantial Completion (document G704-2017 or subsequent updates thereof) by all of the parties. At such time, the new materials become the property of the Owner. »



**EXHIBIT B**  
**BLINN COLLEGE DISTRICT**  
**Addendum to Vendor's Contract**

Vendor Name: \_\_\_\_\_ (“Vendor”)  
Vendor Address: \_\_\_\_\_

The Blinn College District ("Blinn College") and the Vendor are this day entering into a contract and, for their mutual convenience, the parties are using the standard contract and/or purchase order form provided by the Vendor (referred to hereafter as the "Vendor's Contract Form").

This Addendum ("Addendum"), duly executed by the parties, is incorporated into the Vendor's Contract and made an integral part thereof. This Addendum and the Vendor's Contract Form shall be referred to hereafter collectively as the "Agreement."

The Vendor's Contract Form is, with the exceptions noted herein, generally acceptable to Blinn College District. Nonetheless, because certain standard clauses that may appear in the Vendor's Contract Form cannot be accepted by Blinn College District because of its status as an educational institution of the State of Texas and in consideration for the convenience of using provisions in the Vendor's Contract Form instead of negotiating a separate contract document, the parties agree that none of the provisions listed below, if they appear in the Vendor's Contract Form, shall have any effect or be enforceable against Blinn College District:

1. Requiring the Blinn College District to maintain any type of insurance either for the Blinn College District's benefit or for the Vendor's benefit.
2. Renewing or extending the Agreement beyond the contract term or automatically continuing the contract period from term to term.
3. Requiring or stating the terms of the Vendor's Contract Form shall prevail over the terms of the purchase order or this Addendum in the event of conflict.
4. Requiring the application of the law of any state other than Texas in interpreting or enforcing the Agreement, or resolving any dispute under the Agreement. The Agreement and the obligations of the parties shall be construed and enforced in accordance with the laws of the State of Texas.
5. Releasing the Vendor or any other entity or person from its legal liability, or limiting liability, for unlawful or negligent conduct or failure to comply with any duty recognized or imposed by applicable law.
6. Requiring any total or partial compensation or payment for lost profit or liquidated damages by Blinn College District if the Agreement is terminated before the end of the contract term.
7. Changing the time period within which claims can be made or actions can be brought under the laws of the State of Texas.
8. Binding Blinn College District to any arbitration provision or to the decision of any arbitration board, commission, panel or other entity.
9. Obligating Blinn College to pay costs of collection or attorneys' fees.
10. Requiring Blinn College District to provide warranties.
11. Obligating Blinn College District to indemnify, defend or hold harmless any party,

unless allowed by the laws and Constitution of the State of Texas.

**Miscellaneous Provisions:**

**Use of Trademark:** Any Blinn College District trademark logo (institutional, division, department and/or athletic), verbiage, or wordmarks cannot be used in any capacity without permission from the Blinn College Office of Marketing and Communications. These items are property of the College and should not be placed on publications or in any medium (i.e., websites, social media, newsletters, fliers, posters, emails, etc). For questions concerning copyrighted materials and the use of Blinn trademark logos, verbiage and/or wordmarks, please contact the Office of Marketing and Communications at 979-830-4113.

**Copyrighted Material:** The Vendor represents that all content including but not limited to logos, trademarks, photos, illustrations, audio, video, writings, recordings, music, computer programs and other works which may be copyrighted that are provided, performed, presented or supplied by the Vendor are owned by the Vendor, or the Vendor has received explicit permission for use, and the material does not violate any United States copyright laws. The Vendor is responsible for acquiring all licenses and approvals for any copyrighted material used during the course of business with Blinn College District. If the Vendor takes photos or videos during the course of business with Blinn College District, the Vendor must receive permission from all individuals photographed or recorded to before the photos or videos are shown on any public platforms or webpages. This includes confirmation that each person in photos or videos that are going to be online understands that their face may be seen on the Internet. Vendor agrees to indemnify and hold Blinn College District harmless against all claims, including but not limited to claims of copyright or trademark infringement, violations of the rights of privacy, publicity, or defamation, arising out of use of the copyrighted material. Vendor's inclusion and use of the material performed, presented, provided, or supplied will not violate any rights of any kind or nature whatsoever of any third party.

Vendor shall provide proof of Copyright License Agreement to the Blinn College District upon the signing of this Agreement. Should Vendor fail to provide such proof, Blinn College District has full authority to terminate any and all Agreements with Vendor.

**Alternative Dispute Resolution:** The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the Vendor and Blinn College to attempt to resolve any claim for breach of contract made by the Vendor that cannot be resolved in the ordinary course of business. The Vendor shall submit written notice of a claim of breach of contract under this Chapter to the Executive Vice Chancellor and General Counsel of Blinn College District, who shall examine the Vendor's claim and any counterclaim and negotiate with the Vendor in an effort to resolve the claim.

**Mandatory Venue:** Venue for any suit filed against Blinn College District shall be in the county in which the primary office of the chief executive officer of Blinn College is located. This agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of Texas without regard to its choice of law or conflicts of law provisions.

**Loss of Funding:** Performance by Blinn College District under the Agreement may be dependent upon the appropriation and allotment of funds from federally-funded programs and/or by the Texas State Legislature (the "Legislature"). In the event a curtailment of federally-funded programs occurs, or in the event state appropriations are unavailable, then Blinn College District will issue written notice to the Vendor and Blinn College District may terminate the Agreement without further duty or obligation hereunder. The Vendor acknowledges that appropriation of funds

is beyond the control of Blinn College District.

**Payment:** All payment for goods and services shall be governed by Chapter 2251, *Texas Government Code*.

**Non-Waiver:** The Vendor expressly acknowledges Blinn College District is an educational institution of the State of Texas and nothing in the Agreement will be construed as a waiver or relinquishment by Blinn College District of its right to claim such exemptions, privileges, and immunities as may be provided by law. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to Blinn College District under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities.

**Confidentiality:** Vendor acknowledges that Blinn College District is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement. The requirements of Subchapter J, Chapter 552, *Texas Government Code*, may apply to this bid or contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

**Force Majeure:** Neither party is required to perform any term, condition, or covenant of the Agreement, if performance is prevented or delayed by a natural occurrence, a fire, a pandemic, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.

**Termination:** The Blinn College District may terminate, for convenience, its obligations under the Vendor's Contract by giving 60 days' written notice to the Vendor. The Blinn College District may, upon written notice of default or breach to the Vendor, immediately terminate the Vendor's Contract if Vendor fails to provide the goods or services contracted for according to the provisions of the Contract, or fails to comply with any terms or conditions of the Contract. If Blinn College District determines that an aspect of the Contract has materially or substantially changed, the Blinn College District may terminate the contract by providing 7 days' written notice to the Vendor.

Termination of the Vendor's Contract shall not release the Vendor from liability or obligation set forth in the contract that is expressly stated to survive termination, including, but not limited to, provisions regarding indemnification, records, audit, property rights, dispute resolution, and invoice and fee verifications. Termination is not an exclusive remedy, but exists in addition to any other rights and remedies provided in equity, under the laws of the State of Texas.

**Use of Purchase Orders:** To the degree that either or both of the parties hereto find it convenient to employ their standard forms of purchase order or acknowledgment of order in administering the terms of this Agreement, it or they may do so but none of the terms and conditions printed or otherwise appearing on such form shall be applicable except to the extent that it specifies information required to be furnished by either party hereunder. The terms proposed by any such form are specifically objected to and shall not be used as a basis for any contract.

**Entire Agreement:** This Addendum and the Vendor's Contract Form constitute the entire Agreement between the parties and may not be waived or modified except by a written agreement signed by the parties.

**Savings Clause:** If a court of competent jurisdiction finds any provision of this Addendum and the Vendor's Contract Form illegal, ineffective or beyond contractual authority of either party, then the offending provision will be stricken and the remainder of the agreement between the parties will remain in effect.

**Notices:** All notices shall be mailed to the "Blinn College District, Executive Vice Chancellor and General Counsel, 902 College Avenue, Brenham, TX 77833".

To the extent the language in this Addendum conflicts with any language in the Vendor's Contract Form, the language in this Addendum will control.

IN WITNESS WHEREOF, the parties have caused this Addendum to be duly executed, intending thereby to be legally bound.

**BLINN COLLEGE DISTRICT**

**Vendor Company Name**

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

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

Name: Mary Hensley, Ed.D.

Name: \_\_\_\_\_

Title: Chancellor of the Blinn College  
District/CEO

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

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

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

# DRAFT AIA® Document A201™ – 2017

## General Conditions of the Contract for Construction

### for the following PROJECT:

(Name and location or address)

«Fire Alarm Upgrade – Wheeler Hall – Brenham Campus»

«902 College Avenue »

«Brenham, TX 77833 »

### THE OWNER:

(Name, legal status and address)

«Blinn College District»« »

«902 College Ave., Brenham, Texas 77833»

### THE ARCHITECT:

(Name, legal status and address)

«Cleary Zimmermann Engineers, LLC »« »

«300 West 26<sup>th</sup> Street »

«Bryan, TX 77803 »

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### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, *Guide for Supplementary Conditions*.



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## **ARTICLE 1 GENERAL PROVISIONS**

### **§ 1.1 Basic Definitions**

#### **§ 1.1.1 The Contract Documents**

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

#### **§ 1.1.2 The Contract**

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

#### **§ 1.1.3 The Work**

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

#### **§ 1.1.4 The Project**

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

#### **§ 1.1.5 The Drawings**

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

#### **§ 1.1.6 The Specifications**

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

#### **§ 1.1.7 Instruments of Service**

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

#### **§ 1.1.8 Initial Decision Maker**

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

### **§ 1.2 Correlation and Intent of the Contract Documents**

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

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

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

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

### § 1.3 Capitalization

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

### § 1.4 Interpretation

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

### § 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

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

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

### § 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

### § 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

### § 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or



relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## **ARTICLE 2 OWNER**

### **§ 2.1 General**

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

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

### **§ 2.2 Evidence of the Owner's Financial Arrangements**

**§ 2.2.1** Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

**§ 2.2.2** Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

**§ 2.2.3** After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

**§ 2.2.4** Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

### **§ 2.3 Information and Services Required of the Owner**

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

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

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

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

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

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

#### § 2.4 Owner's Right to Stop the Work

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

#### § 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

### ARTICLE 3 CONTRACTOR

#### § 3.1 General

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

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

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

#### § 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as

the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

**§ 3.2.4** If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

### **§ 3.3 Supervision and Construction Procedures**

**§ 3.3.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

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

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

### **§ 3.4 Labor and Materials**

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

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

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

### **§ 3.5 Warranty**

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

**§ 3.5.2** All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

### **§ 3.6 Taxes**

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

### **§ 3.7 Permits, Fees, Notices and Compliance with Laws**

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

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

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

### **§ 3.7.4 Concealed or Unknown Conditions**

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

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

### § 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

### § 3.9 Superintendent

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

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

### § 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

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

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

### § 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and



similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

### **§ 3.12 Shop Drawings, Product Data and Samples**

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

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

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

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

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

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

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

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

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

**§ 3.12.10** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

**§ 3.12.10.1** If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will

specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

**§ 3.12.10.2** If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

### **§ 3.13 Use of Site**

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

### **§ 3.14 Cutting and Patching**

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

**§ 3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

### **§ 3.15 Cleaning Up**

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

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

### **§ 3.16 Access to Work**

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

### **§ 3.17 Royalties, Patents and Copyrights**

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

### § 3.18 Indemnification

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

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

## ARTICLE 4 ARCHITECT

### § 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

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

### § 4.2 Administration of the Contract

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

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

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

### § 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.



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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

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

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

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

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

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

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

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in

number and means a Subcontractor or an authorized representative of the Subcontractor. The term “Subcontractor” does not include a Separate Contractor or the subcontractors of a Separate Contractor.

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

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

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

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

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

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

## § 5.3 Subcontractual Relations

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

## § 5.4 Contingent Assignment of Subcontracts

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

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

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

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

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

## ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

### § 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

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

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

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

### § 6.2 Mutual Responsibility

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

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

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

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

### § 6.3 Owner's Right to Clean Up

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

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 General

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

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

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

### § 7.2 Change Orders

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

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

### § 7.3 Construction Change Directives

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

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

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

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

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

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

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

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

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

#### § 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

### ARTICLE 8 TIME

#### § 8.1 Definitions

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

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

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

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



## § 8.2 Progress and Completion

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

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

## § 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

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

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

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 Contract Sum

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

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

### § 9.2 Schedule of Values

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

### § 9.3 Applications for Payment

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

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

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

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

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

#### § 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

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

#### § 9.5 Decisions to Withhold Certification

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

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

.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

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

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

#### § 9.6 Progress Payments

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

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

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

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

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

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

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

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.



## § 9.7 Failure of Payment

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

## § 9.8 Substantial Completion

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

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

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

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

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

## § 9.9 Partial Occupancy or Use

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

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

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

## § 9.10 Final Completion and Final Payment

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

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

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

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

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

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

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 Safety Precautions and Programs

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

### § 10.2 Safety of Persons and Property

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

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

- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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

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

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

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

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

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

### § 10.2.8 Injury or Damage to Person or Property

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

### § 10.3 Hazardous Materials and Substances

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

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed

by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

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

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

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

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

#### **§ 10.4 Emergencies**

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

### **ARTICLE 11 INSURANCE AND BONDS**

#### **§ 11.1 Contractor's Insurance and Bonds**

**§ 11.1.1** The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

**§ 11.1.2** The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

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

**§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the

procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

## **§ 11.2 Owner's Insurance**

**§ 11.2.1** The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

**§ 11.2.2 Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

**§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

## **§ 11.3 Waivers of Subrogation**

**§ 11.3.1** The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

**§ 11.3.2** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

## **§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance**



The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

#### **§11.5 Adjustment and Settlement of Insured Loss**

**§ 11.5.1** A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

**§ 11.5.2** Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

### **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

#### **§ 12.1 Uncovering of Work**

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

**§ 12.1.2** If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

#### **§ 12.2 Correction of Work**

##### **§ 12.2.1 Before Substantial Completion**

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

##### **§ 12.2.2 After Substantial Completion**

**§ 12.2.2.1** In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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

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

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

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

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

### § 12.3 Acceptance of Nonconforming Work

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

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

### § 13.2 Successors and Assigns

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

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

### § 13.3 Rights and Remedies

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

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

### § 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect

timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

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

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

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

### § 13.5 Interest

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

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 Termination by the Contractor

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

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract



Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

#### **§ 14.2 Termination by the Owner for Cause**

**§ 14.2.1** The Owner may terminate the Contract if the Contractor

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

**§ 14.2.2** When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

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

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

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

#### **§ 14.3 Suspension by the Owner for Convenience**

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

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

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

#### **§ 14.4 Termination by the Owner for Convenience**

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

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

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

**§ 14.4.3** In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work

properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

## **ARTICLE 15 CLAIMS AND DISPUTES**

### **§ 15.1 Claims**

#### **§ 15.1.1 Definition**

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

#### **§ 15.1.2 Time Limits on Claims**

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

#### **§ 15.1.3 Notice of Claims**

**§ 15.1.3.1** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

**§ 15.1.3.2** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

#### **§ 15.1.4 Continuing Contract Performance**

**§ 15.1.4.1** Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

**§ 15.1.4.2** The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

#### **§ 15.1.5 Claims for Additional Cost**

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

#### **§ 15.1.6 Claims for Additional Time**

**§ 15.1.6.1** If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

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

#### **§ 15.1.7 Waiver of Claims for Consequential Damages**

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

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

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

## **§ 15.2 Initial Decision**

**§ 15.2.1** Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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

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

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

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

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

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

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

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

### § 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

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

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

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

### § 15.4 Arbitration

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

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

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

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

### § 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party

provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

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

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





## **Stored Materials Log Instructions:**

Per the general conditions of the contract 9.3.2

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

The attached stored materials log needs to be completed by the contractor and submitted to the architect for review.

The architect needs to inspect the stored materials and attest to their existence, security, and identification by initialing the items listed on the log. This log must be submitted each month until the stored materials are installed.

All materials stored off site must be clearly tagged and labeled with the Blinn project name and shall be made available for inspection by the architect or owner upon reasonable request.

When material is stored off site, pay requests must be accompanied by a certificate of insurance for each off-site storage location. The certificates for insurance shall list the Blinn College District as the additionally insured.

If the materials are stored in a bonded warehouse, the contractor must provide Blinn with a copy of the bond, along with a certificate of insurance.

If the stored materials are not located within a reasonable drive time from the architect's offices, the stored materials should be removed from the pay application.

DOCUMENT 008000 - SUPPLEMENTARY CONDITIONS

1.1 SUPPLEMENTS

- A. The following supplements modify, change, delete from or add to the "General Conditions of the Contract for Construction", AIA Document A201, **2017**. Where any Article of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these supplements, the unaltered provision of the Article, Paragraph, Subparagraph or Clause shall remain in effect.

1.2 REFERENCE TO DIVISION 01

- A. With regard to provisions of General Conditions related to project administrative or work related requirements of the Contract, some of those paragraphs are modified or deleted from General Conditions, and are specified in Division 01, "General Requirements" of the Specifications.

**ARTICLE 1 - GENERAL PROVISIONS**

**§ 1.1 Basic Definitions**

Add the following new paragraphs:

**§ 1.1.9 Product**

The term "Product" as used in these Contract Documents includes materials, systems, and equipment.

**§ 1.1.10 Provide**

The term "provide" as used in this Project Manual means to furnish and install.

**§ 1.2 Correlation and Intent of the Contract Documents**

Add the following new subparagraphs:

**§ 1.2.4** The inter-relation of the Project Manual, the Drawings and the schedules is as follows: The Project Manual determines the quality, nature and setting of the several materials; the Drawings establish the quantities, dimensions and details; and the schedules give the location. The documents are to be considered as one and whatever is called for by any one shall be as binding as if called for by all.

**§ 1.2.5** Should the drawings disagree in themselves, or with the Project Manual, or if proprietary information disagrees with performance requirements in either the Drawings or the Project Manual, the better quality or greater quantity of the Work or materials shall be estimated upon, and unless otherwise ordered by the Architect in writing, shall be performed or furnished. Should discrepancies or doubt occur, do not proceed with the Work without clarification from the Architect. Contractor shall request clarification in sufficient time to avoid delays and increases in the contract sum.

Add the following new paragraphs:

**§ 1.9 Wage Rates**

The contractor shall not pay less than the wage scale of the various classes of labor as published in the Davis Bacon Act for Austin, Fayette, and Washington Counties; and as published by the Texas A&M University System for Brazos County. The specified wage rates are minimum rates only. The owner is not bound to pay any claims for additional compensation made by any contractor because the contractor pays wages in excess of the applicable minimum rate contained in the Contract.



## **ARTICLE 2 – LAWS GOVERNING CONSTRUCTION**

Modify the following paragraphs as follows:

### **§ 2.5 Owner’s Right to Carry Out the Work**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner’s expenses and compensation for the Architect’s additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

Add following paragraphs:

**§ 2.6**The Owner qualifies for exemption from certain State and Local Sales and Use Taxes pursuant to the provisions of Tex. Tax Code, Chapter 151. The Contractor may claim exemption from payment of applicable State taxes by complying with such procedures as prescribed by State Comptroller of Public Accounts. Contractor shall not be entitled to reimbursement for taxes paid on items that are exempt from taxation.

## **ARTICLE 3 - CONTRACTOR**

### **§ 3.2 Review of Contract Documents and Field Conditions by Contractor**

Modify the following paragraphs as follows:

**§ 3.2.2** Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor’s review is made in the Contractor’s capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. If a dimensional discrepancy exists, Contractor shall take field measurements required for proper fabrication and installation of work. Upon commencement of any item of work, Contractor shall be responsible for dimensions related to such item of Work and shall make any corrections necessary to make work properly fit at no additional cost to Owner. Before ordering any material or doing any work, Contractor shall verify dimensions and check conditions in order to assure himself that they properly reflect those on the Drawings. Any inconsistency shall be brought to attention of the Architect. In the event that discrepancies occur between ordered material and actual conditions, of which Architect was not notified beforehand, costs to correct such discrepancies shall be borne by Contractor.

**§ 3.3 Supervision and Construction Procedures**

Add the following new paragraphs:

§ 3.3.4 Supplement as provided in Division 1.

**§ 3.4 Labor and Materials**

Add the following new paragraph:

§ 3.4.4 After the Contract has been executed, the Owner and the Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the General Requirements of the Specifications, Division 1. Refer to Division 01 for supplemental information.

**§ 3.5 Warranty**

Add the following new paragraphs:

§ 3.5.3 Supplement as provided in Division 01.

**§ 3.8 Allowances**

Add the following new paragraphs:

§ 3.8.4 Supplement as provided in Division 01.

**§ 3.10 Contractor's Construction and Submittal Schedules**

Add the following new paragraphs:

§ 3.10.4 Supplement as provided in Division 01.

**§ 3.11 Documents and Samples at the Site**

Add the following new paragraphs:

§ 3.11.1 Supplement as provided in Division 01.

**§ 3.12 Shop Drawings, Product Data and Samples**

Add the following new paragraphs:

§ 3.12.11 Supplement as provided in Division 01.

**§ 3.13 Use of Site**

Add the following new paragraphs:

§ 3.13.1 Supplement as provided in Division 01.

**§ 3.14 Cutting and Patching**

Add the following new paragraphs:

§ 3.14.3 Supplement as provided in Division 01.

**§ 3.15 Cleaning Up**

Add the following new paragraphs:

§ 3.15.3 Supplement as provided in Division 01.

**§ 3.18 Indemnification**

Modify the following paragraphs as follows:

§ 3.18.1 To the fullest extent permitted by applicable law, the Contractor shall indemnify, defend, and hold harmless the Owner, Architect, Architect’s consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys’ fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself). This indemnification shall apply to, but not be limited to, any damage to property or injury (including death) to person (including any damage or injury to property or person or any employee of the Contractor, its subcontractors, Owner, or the Architect) which may occur or be alleged to have occurred in connection with the performance of this Contract. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18. This indemnification shall survive termination of the Contract or completion by the Contractor of all of its obligations under this Contract, as to events arising prior to such termination or completion.

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

Add the following new paragraphs:

§ 3.18.3 The provisions of this indemnification and all other indemnification obligations set out in the Contract Documents, shall survive the termination of this Contract, howsoever caused, or completion of the Contract as to events occurring prior to such termination or completion, and no payment, partial payment, nor issuance of a certificate of Substantial Completion nor a certificate of Final Completion nor acceptance or occupancy in whole or in part of the Work shall waive or release any of the provisions of this section or of any other indemnification contained in the Contract Documents.

**ARTICLE 4 ARCHITECT**

Modify the following paragraphs as follows:

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

**§ 4.2 Administration of the Contract**

Modify the following paragraphs as follows:

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be

responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

## **ARTICLE 6 - CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

### **§ 6.2 Mutual Responsibility**

Add the following new paragraph

**§ 6.2.6** Coordinated construction work under this Contract includes, but not be limited to, providing concealed blocking as noted for attachment of separate contract items in locations necessary for the actual items to be installed. Providing proper dimensional coordination of separate contract supplied items for general construction work and trim that is to meet and/or adjoin Furniture, Fixtures, Equipment and Accessories.

**§ 6.2.7** It is a requirement of the Contractor's work schedule to provide the cooperation, coordination and exchange of information necessary for a timely execution of separate contract work.

## **ARTICLE 7 - CHANGES IN THE WORK**

### **§ 7.1 General**

Add the following new paragraphs:

**§ 7.1.4** Supplement as provided in Division 1.

**§ 7.1.5** Except as provided in this article, no oral statement, or direction of Architect or Owner shall be treated as a Change Order or entitle Contractor to an adjustment to the Contract Sum or the Contract Time.

**§ 7.1.6** Unit prices shall be inclusive of all costs including mark-up for overhead and profit and shall be applied to units of measure as defined in the Contract Documents for each category of Work.

## **ARTICLE 8 - TIME**

### **§ 8.3 Delays and Extensions of Time**

Modify the following paragraphs as follows:

**§ 8.3.1** If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner ; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

Add the following new paragraphs

§ 8.3.4 Apart from extension of time, no payment or claim for damages shall be made to Contractor as compensation for damages for any ordinary delays or hindrances from any cause whatsoever in the progress of the Work, notwithstanding whether such delay be avoidable or unavoidable.

§ 8.3.5 In order to claim an inclement weather delay day, Contractor must:

- .1 Document, in writing, that the weather on the particular day was of such nature (rain, wind, snow, ice, and subsequent resultant effects) that it significantly impacted its ability to make progress on critical path work items. Inclement weather delay days will not be granted for weekends or holidays unless Contractor can demonstrate that it had been and intended to work on these days.
- .2 Submit such delay claims on a weekly basis, not more than 7 days following the day of occurrence.
- .3 Summarize the number of days claimed for the entire month accompanying each month's application for payment.

## **ARTICLE 9 - PAYMENTS AND COMPLETION**

### **§ 9.2 Schedule of Values**

Add the following new paragraphs:

§ 9.2.1 Supplement as provided in Division 01.

### **§ 9.3 Applications for Payment**

Add the following new subparagraph:

§ 9.3.4 Supplement as provided in Division 01.

§ 9.3.5 Unless otherwise stated in the Owner/Contractor Agreement, the Owner will retain, until Final Payment, Five (5) percent of the amount due the Contractor on account of progress payments, payable 30 days after Substantial Completion and/or satisfactory evidence to the owner that all payments, bills, and claims have been paid.

Add following Sub-subparagraphs:

§ 9.3.6 Monthly Applications for Payment shall include waivers of liens for all work included in previous months' application for payment. Waiver of Liens for subcontractors and materialmen shall be total amount paid prior to previous months' application for payment.

### **§ 9.5 Decisions to Withhold Certification**

Add the following new subparagraph:

§ 9.5.1.8 Failure to submit written plan indicating action by Contractor to regain time schedule for completion of Work within Contract Time.

§ 9.5.1.8 Failure to keep record documents current.

**§ 9.8 Substantial Completion**

Add the following new paragraphs:

**§ 9.8.6** Supplement as provided in Division 01.

**§ 9.10 Final Completion and Final Payment**

Modify the following paragraphs as follows:

**§ 9.10.2** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees. The Contractor shall deliver 4 sets of the following items to the Owner before final payment will be made:

1. Other close-out submittals as specified in Division 01.
2. Project record documents as specified in Division 01.
3. Operations and maintenance data as specified in Division 01.
4. All warranties as required on specific products or portions of the Work, in format outlined in Division 01.
5. Spare parts, overages, and maintenance materials as outlined in Division 1 and described in the various technical sections.
6. Certificates of occupancy.
7. Copies of all inspection tags from authorities having jurisdiction.
8. Executed Certificate of Substantial Completion.

**ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

**§ 10.2 Safety of Persons and Property**

Modify the following paragraphs as follows:

**§ 10.2.1** The Contractor shall be solely responsible for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and

- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

## **ARTICLE 11 - INSURANCE AND BONDS**

### **§ 11.1 Contractor's Insurance and Bonds**

Add the following new Sub-subparagraphs:

**§ 11.1.5** Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:

- .1 Premises Operations (including X-C-U).
- .2 Independent Contractor's Protective.
- .3 Products and Completed Operations.
- .4 Contractual including specified provisions for the Contractor's obligations under Paragraph 3.18.
- .5 Broad Form Property Damage including Completed Operations.
- .6 Personal Injury Liability with Employment Exclusion Deleted.
- .7 Owner's and Contractor's Protective.
- .8 Excess Umbrella.

**§ 11.1.6** Insurance certificate(s) shall specify Owner as the certificate holder and (except for Workers' Compensation) as an additional insured.

## **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

### **§ 12.2 Correction of Work**

Modify the following paragraphs as follows:

**§ 12.2.2.3** The one-year period for correction of Work shall be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

## **ARTICLE 13 - MISCELLANEOUS PROVISIONS**

### **§ 13.1 Governing Law**

Modify the following paragraphs as follows:

### **§ 13.1 Governing Law**

The Contract shall be governed by the law of the place where the Project is located.

### **§ 13.4 Tests and Inspections**

Add the following new paragraphs:

**§ 13.4.6** Supplement as provided in Division 01.

## **ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT**

### **§ 14.1 Termination by the Contractor**

Modify the following paragraphs as follows:

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit.

**§ 14.2 Termination by the Owner for Cause**

Modify the following paragraphs as follows:

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

**ARTICLE 15 CLAIMS AND DISPUTES**

**§ 15.1 Claims**

Delete the following paragraphs:

**§ 15.1.7 Waiver of Claims for Consequential Damages** – Intentionally deleted

**§ 15.2 Initial Decision**

Modify the following paragraphs as follows:

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

Delete the following paragraphs:

§ 15.2.6 Intentionally Deleted.

§ 15.2.6.1 Intentionally Deleted.

**§ 15.3 Mediation**

**§ 15.4 Arbitration**

**END OF DOCUMENT**



## SECTION 011000 - SUMMARY

### 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:
  - 1. Project information.
  - 2. Work covered by Contract Documents.
  - 3. Access to site.
  - 4. Coordination with occupants.
  - 5. Work restrictions.
  - 6. Specification and drawing conventions.
  - 7. Miscellaneous provisions.

#### 1.3 PROJECT INFORMATION

- A. Project Identification: Fire Alarm Upgrade – Wheeler Hall – Brenham Campus.
  - 1. Project Location: 902 College Avenue, Brenham, TX 77833.
- B. Owner: Blinn College District.
  - 1. Owner's Representative: Mark Feldhake, RA, LEED AP. Email: [mark.feldhake@blinn.edu](mailto:mark.feldhake@blinn.edu). Phone: 979-830-4431
- C. Architect (Engineer): Cleary Zimmermann Engineers, LLC.  
\*Architect denotes responsibility of Engineer within all contract documents.
- D. Randy Rogers, P.E. Project Manager. (979) 341-8181.

#### 1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents.
- B. Type of Contract:
  - 1. Project will be constructed under a single prime contract.

## 1.5 ACCESS TO SITE

- A. General: Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.
- B. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- C. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
  - 1. Limits: Confine construction operations to Wheeler Hall..
  - 2. Driveways, Walkways and Entrances: Keep driveways, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
    - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
    - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- D. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

## 1.6 COORDINATION WITH OCCUPANTS

- A. Full Owner Occupancy: Owner will occupy site and adjacent building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.
  - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
  - 2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.
- B. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.
  - 1. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied prior to Owner acceptance of the completed Work.
  - 2. Obtain a Certificate of Occupancy from authorities having jurisdiction before limited Owner occupancy.

3. Before limited Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of Work.
4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of Work.

#### 1.7 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
  1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise indicated.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
  1. Notify Owner not less than two days in advance of proposed utility interruptions.
  2. Obtain Owner's written permission before proceeding with utility interruptions.
- D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
  1. Notify Owner not less than two days in advance of proposed disruptive operations.
  2. Obtain Owner's written permission before proceeding with disruptive operations.
- E. Nonsmoking Building: Smoking is not permitted on Blinn College District campuses.
- F. Controlled Substances: Use of tobacco products and other controlled substances on Project site is not permitted.
- G. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.

#### 1.8 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
  - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
  - 2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.
  - 3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

## SECTION 012100 - ALLOWANCES

### PART 1 - GENERAL

#### 1.1 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. Lump-sum allowances.
  - 2. Quantity allowances.
  - 3. Contingency allowances.
  - 4. Testing and inspecting allowances.
- C. Related Requirements:
  - 1. 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, insurance, equipment rental, and similar costs.
- C. Authorization to Use Contingency (AUC) funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit margins.
- D. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

#### 1.8 ADJUSTMENT OF ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
  - 1. Include installation costs in purchase amount only where indicated as part of the allowance.
  - 2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
  - 3. Submit substantiation of a change in scope of work, if any, claimed in Change Orders related to unit-cost allowances.
  - 4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.

- B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.
  - 1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.
  - 2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 PREPARATION

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

3.3 SCHEDULE OF ALLOWANCES

- A. Allowance No. 1: Owner's Contingency Allowance: Include the sum of Ten Thousand Dollars and Zero Cents (\$10,000.00).

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 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, 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.
- 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

3.1 SCHEDULE OF UNIT PRICES

A. Unit Price 1: Smoke Detector.

1. Description: Furnish, install, connect and program of a single smoke detector. Price shall include complete installation.

B. Unit Price No. 2: Smoke Detector with Low Frequency Sounder Base

1. Description: Furnish, install, connect and program of a single smoke detector with low frequency sounder base. Price shall include complete installation.

C. Unit Price No. 3: Monitor Relay

1. Description: Furnish, install, connect and program of a single monitor relay. Price shall include complete installation.

D. Unit Price No. 4: Visual Notification Device.

1. Description: Furnish, install, connect and program of a single visual notification device. Price shall include complete installation.

E. Unit Price No. 5: Audible/Visual Notification Device.

1. Description: Furnish, install, connect and program of a single audible/visual notification device. Price shall include complete installation.

F. Unit Price No. 6: Pull Station.

1. Description: Furnish, install, connect and program of a single pull station. Price shall include complete installation.

G. Unit Price No. 7: Duct Smoke Detector.

1. Description: Furnish, install, connect and program of a single duct smoke detector. Price shall include complete installation.

END OF SECTION 012200

## SECTION 012500 - SUBSTITUTION 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 substitutions.
- B. Related Requirements:
  - 1. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

#### 1.3 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
  - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
  - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

#### 1.4 ACTION SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Substitution Request Form: Use CSI Form 13.1A.
  - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
    - b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
    - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section.

Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.

- d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
  - e. Samples, where applicable or requested.
  - f. Certificates and qualification data, where applicable or requested.
  - g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
  - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
  - i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
  - j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
  - k. Cost information, including a proposal of change, if any, in the Contract Sum.
  - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
  - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
  - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

## 1.5 QUALITY ASSURANCE

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

## 1.6 PROCEDURES

- A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

## PART 2 - PRODUCTS

### 2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
    - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - b. Substitution request is fully documented and properly submitted.
    - c. Requested substitution will not adversely affect Contractor's construction schedule.
    - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
    - e. Requested substitution is compatible with other portions of the Work.
    - f. Requested substitution has been coordinated with other portions of the Work.
    - g. Requested substitution provides specified warranty.
    - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Not allowed.

## PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

## 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, on AIA Document G710, "Architect's Supplemental Instructions."

#### 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 time specified in Proposal Request or 20 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - c. Include costs of labor and supervision directly attributable to the change.
    - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and

finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

- e. Quotation Form: Use CSI Form 13.6D, "Proposal Worksheet Summary," and Form 13.6C, "Proposal Worksheet Detail." Or 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 CSI Form 13.6A, "Change Order Request (Proposal)," with attachments CSI Form 13.6D, "Proposal Worksheet Summary," and Form 13.6C, "Proposal Worksheet Detail." or form acceptable to Architect.

## 1.5 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Changes Proposal Request, Architect will:
1. If the work change proposal request will add cost to the project, issue a Change Order for signatures of Owner and Contractor on AIA Document G701.
  2. If the work change proposal will be paid from the owner's contingency or buyout savings, issue an Authorization to Use Contingency (AUC) in a format acceptable to the architect and owner.

## 1.6 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

## SECTION 012900 - PAYMENT PROCEDURES

### PART 1 - GENERAL

#### 1.1 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 012600 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
  - 2. 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 at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
  - 3. Subschedules for Phased Work: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values 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. Coordinate with Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
    - a. Include separate line items under Contractor and principal subcontracts for Project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.
  5. Round amounts to nearest whole dollar; 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. Purchase Contracts: Provide a separate line item in the schedule of values for each purchase contract. Show line-item value of purchase contract. Indicate owner payments or deposits, if any, and balance to be paid by Contractor.
10. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
  - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.
11. 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 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 by the Tenth of the month. The period covered by each Application for Payment is one month, ending on the last day of the 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 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.
- F. 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.
- G. Transmittal: Submit a digital signed and notarized original copies of each Application for Payment to Architect via email by a method ensuring receipt. Include waivers of lien and similar attachments if required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- H. 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.

- I. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
  1. List of subcontractors.
  2. Schedule of values.
  3. Contractor's construction schedule (preliminary if not final).
  4. Products list (preliminary if not final).
  5. Schedule of unit prices.
  6. Submittal schedule (preliminary if not final).
  7. List of Contractor's staff assignments.
  8. List of Contractor's principal consultants.
  9. Copies of building permits.
  10. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  11. Initial progress report.
  12. Report of preconstruction conference.
  13. Certificates of insurance and insurance policies.
  14. Performance and payment bonds.
  15. Data needed to acquire Owner's insurance.
  
- J. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
  1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
  
- K. 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.

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PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

## SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

### PART 1 - GENERAL

#### 1.1 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.

#### 1.3 DEFINITIONS

- A. RFI: Request from Owner, Engineer, or 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. Use CSI Form 1.5A. 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.
- B. Key Personnel Names: Within 5 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project

site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project. List shall be provided to the Owner and Engineer and updated as necessary.

## 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 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 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 Engineer.
  6. RFI number, numbered sequentially.
  7. RFI subject.
  8. Specification Section number and title and related paragraphs, as appropriate.
  9. Drawing number and detail references, as appropriate.
  10. Field dimensions and conditions, as appropriate.
  11. Contractor's suggested resolution. If Contractor's 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: AIA Document G716 or Software-generated form with substantially the same content as indicated above, acceptable to .
1. Attachments shall be electronic files in Adobe Acrobat PDF format.



- D. Engineer's Action: Engineer will review each RFI, determine action required, and respond. Allow Two working days for Engineer's response for each RFI. RFIs received by Engineer after 1:00 p.m. will be considered as received the following working day.
1. The following 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 two (2) 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 weekly. Use CSI Log Form 13.2B or Use software log.
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 two (2) 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. General: Schedule and conduct weekly meetings and conferences at Project site unless otherwise indicated.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
  2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
  3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within two (2) days of the meeting.
- B. Preconstruction Conference: Owner will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 5 days after execution of the Agreement.
1. Conduct the conference to review responsibilities and personnel assignments.
  2. Attendees: Authorized representatives of Owner and Engineer; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  3. Agenda: Discuss items of significance that could affect progress, including the following:
    - a. Tentative construction schedule.
    - b. Phasing.
    - c. Critical work sequencing and long-lead items.
    - d. Designation of key personnel and their duties.
    - e. Lines of communications.
    - f. Procedures for processing field decisions and Change Orders.
    - g. Procedures for RFIs.
    - h. Procedures for testing and inspecting.
    - i. Procedures for processing Applications for Payment.
    - j. Distribution of the Contract Documents.
    - k. Submittal procedures.
    - l. Preparation of record documents.
    - m. Use of the premises
    - n. Work restrictions.
    - o. Working hours.
    - p. Responsibility for temporary facilities and controls.
    - q. Procedures for disruptions and shutdowns.
    - r. Construction waste management and recycling.
    - s. Parking availability.
    - t. Office, work, and storage areas.
    - u. Equipment deliveries and priorities.
    - v. First aid.
    - w. Progress cleaning.
  4. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Progress Meetings: Conduct progress meetings at weekly intervals.
1. Coordinate dates of meetings with preparation of payment requests.
  2. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in

planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.

3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
  - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
    - 1) Review schedule for next period.
  - b. Review present and future needs of each entity present, including the following:
    - 1) Interface requirements.
    - 2) Sequence of operations.
    - 3) Status of submittals.
    - 4) Deliveries.
    - 5) Off-site fabrication.
    - 6) Access.
    - 7) Site utilization.
    - 8) Temporary facilities and controls.
    - 9) Progress cleaning.
    - 10) Quality and work standards.
    - 11) Status of correction of deficient items.
    - 12) Field observations.
    - 13) Status of RFIs.
    - 14) Status of proposal requests.
    - 15) Pending changes.
    - 16) Status of Change Orders.
    - 17) Pending claims and disputes.
    - 18) Documentation of information for payment requests.
4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
  - a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

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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. Float: The measure of leeway in starting and completing an activity.
  - 1. Float time belongs to Owner.
  - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
  - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project complete date.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
  - 1. Working electronic copy of schedule file, where indicated.
  - 2. 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. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
  - 1. Submit a working electronic copy of schedule, using software indicated, and labeled to comply with requirements for submittals. Include type of schedule (initial or updated) and date on label.
- D. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, 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.
- E. Construction Schedule Updating Reports: Submit with Applications for Payment.
- F. Daily Construction Reports: Submit at monthly intervals.
- G. Site Condition Reports: Submit at time of discovery of differing conditions.

## 1.5 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 of Award to date of final completion.
  - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Activities: Treat each story or separate area as a separate numbered activity for each main element of the Work. Comply with the following:
  - 1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by 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 no fewer than 7 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 15 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 under More Than One Contract: Include a separate activity for each contract.
  - 3. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.

4. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Section 011000 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
  5. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Section 011000 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
  6. 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.
  7. Work Stages: Indicate important stages of construction for each major portion of the Work.
    - 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.
  8. 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. and the following interim milestones:
1. Temporary enclosure and space conditioning.



- E. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
  - 1. Unresolved issues.
  - 2. Unanswered Requests for Information.
  - 3. Rejected or unreturned submittals.
  - 4. Notations on returned submittals.
  - 5. Pending modifications affecting the Work and Contract Time.
- F. Recovery Schedule: When periodic update indicates the Work is seven (7) 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.
- G. 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 fourteen (14) 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 ninety 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 15 days of date established for Notice of Award. 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 10 percent increments within time bar.

## 2.4 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

- A. General: Prepare network diagrams using AON (activity-on-node) format.
- B. Startup Network Diagram: Submit diagram within 14 days of date established for the Notice of Award. Outline significant construction activities for the first 90 days of construction. Include

skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

- C. CPM Schedule: Prepare Contractor's construction schedule using a time-scaled CPM network analysis diagram for the Work.
1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than 60 days after date established for the Notice of Award.
    - a. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates, regardless of Architect's approval of the schedule.
  2. Conduct educational workshops to train and inform key Project personnel, including subcontractors' personnel, in proper methods of providing data and using CPM schedule information.
  3. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
  4. Use "one workday" as the unit of time for individual activities. Indicate nonworking days and holidays incorporated into the schedule in order to coordinate with the Contract Time.
- D. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the startup network diagram, prepare a skeleton network to identify probable critical paths.
1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
    - a. Preparation and processing of submittals.
    - b. Mobilization and demobilization.
    - c. Purchase of materials.
    - d. Delivery.
    - e. Fabrication.
    - f. Utility interruptions.
    - g. Installation.
    - h. Work by Owner that may affect or be affected by Contractor's activities.
    - i. Testing.
    - j. Punch list and final completion.
    - k. Activities occurring following final completion.
  2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
  3. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
  4. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.

- a. Subnetworks on separate sheets are permissible for activities clearly off the critical path.
5. Cost- and Resource-Loading of CPM Schedule: Assign cost to construction activities on the CPM schedule. Do not assign costs to submittal activities. Obtain Architect's approval prior to assigning costs to fabrication and delivery activities. Assign costs under main subcontracts for testing and commissioning activities, operation and maintenance manuals, punch list activities, Project record documents, and demonstration and training (if applicable), in the amount of 5 (five) percent of the Contract Sum.
  - a. Each activity cost shall reflect an appropriate value subject to approval by Architect.
  - b. Total cost assigned to activities shall equal the total Contract Sum.
- E. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall project schedule.
- F. Initial Issue of Schedule: Prepare initial network diagram from a sorted activity list indicating straight "early start-total float." Identify critical activities. Prepare tabulated reports showing the following:
  1. Contractor or subcontractor and the Work or activity.
  2. Description of activity.
  3. Main events of activity.
  4. Immediate preceding and succeeding activities.
  5. Early and late start dates.
  6. Early and late finish dates.
  7. Activity duration in workdays.
  8. Total float or slack time.
  9. Average size of workforce.
  10. Dollar value of activity (coordinated with the schedule of values).
- G. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:
  1. Identification of activities that have changed.
  2. Changes in early and late start dates.
  3. Changes in early and late finish dates.
  4. Changes in activity durations in workdays.
  5. Changes in the critical path.
  6. Changes in total float or slack time.
  7. Changes in the Contract Time.
- H. Value Summaries: Prepare two cumulative value lists, sorted by finish dates.
  1. In first list, tabulate activity number, early finish date, dollar value, and cumulative dollar value.
  2. In second list, tabulate activity number, late finish date, dollar value, and cumulative dollar value.

3. In subsequent issues of both lists, substitute actual finish dates for activities completed as of list date.
4. Prepare list for ease of comparison with payment requests; coordinate timing with progress meetings.
  - a. In both value summary lists, tabulate "actual percent complete" and "cumulative value completed" with total at bottom.
  - b. Submit value summary printouts one week before each regularly scheduled progress meeting.

## 2.5 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. Construction Change Directives received and implemented.
  16. Services connected and disconnected.
  17. Equipment or system tests and startups.
  18. Partial completions and occupancies.
  19. Substantial Completions authorized.
- B. 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.

## 2.6 SPECIAL REPORTS

- A. General: Submit special reports directly to Owner within one day 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. Scheduling Consultant: Engage a consultant to provide planning, evaluation, and reporting using CPM scheduling.
  - 1. In-House Option: Owner may waive the requirement to retain a consultant if Contractor employs skilled personnel with experience in CPM scheduling and reporting techniques. Submit qualifications.
  - 2. Meetings: Scheduling consultant shall attend all meetings related to Project progress, alleged delays, and time impact.
- B. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
  - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
  - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
  - 3. As the Work progresses, indicate final completion percentage for each activity.
- C. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
  - 1. Post copies in Project meeting rooms and temporary field offices.
  - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 013200

## SECTION 013300 - SUBMITTAL PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Requirements:
  - 1. Section 012900 "Payment Procedures" for submitting Applications for Payment and the schedule of values.
  - 2. Section 013200 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
  - 3. Section 017823 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
  - 4. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
  - 5. Section 017900 "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.

#### 1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."
- C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.
- D. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

#### 1.4 ACTION SUBMITTALS

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

#### 1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect's Digital Data Files: Electronic digital data files of the Contract Drawings will [ **not** ] be provided by Architect for Contractor's use in preparing submittals.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
  3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
  4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.

- a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow 5 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
  2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  3. Resubmittal Review: Allow 5 day for review of each resubmittal.
- D. Paper Submittals: Place a permanent label or title block on each submittal item for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
  2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
  3. Include the following information for processing and recording action taken:
    - a. Project name.
    - b. Date.
    - c. Name of Architect.
    - d. Name of Construction Manager.
    - e. Name of Contractor.
    - f. Name of subcontractor.
    - g. Name of supplier.
    - h. Name of manufacturer.
    - i. Submittal number or other unique identifier, including revision identifier.
      - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).
    - j. Number and title of appropriate Specification Section.
    - k. Drawing number and detail references, as appropriate.
    - l. Location(s) where product is to be installed, as appropriate.
    - m. Other necessary identification.
  4. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
    - a. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect.



5. Transmittal for Paper Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return without review submittals received from sources other than Contractor.
  - a. Transmittal Form for Paper Submittals: Use AIA Document G810.
  - b. Transmittal Form for Paper Submittals: Provide locations on form for the following information:
    - 1) Project name.
    - 2) Date.
    - 3) Destination (To:).
    - 4) Source (From:).
    - 5) Name and address of Architect.
    - 6) Name of Construction Manager.
    - 7) Name of Contractor.
    - 8) Name of firm or entity that prepared submittal.
    - 9) Names of subcontractor, manufacturer, and supplier.
    - 10) Category and type of submittal.
    - 11) Submittal purpose and description.
    - 12) Specification Section number and title.
    - 13) Specification paragraph number or drawing designation and generic name for each of multiple items.
    - 14) Drawing number and detail references, as appropriate.
    - 15) Indication of full or partial submittal.
    - 16) Transmittal number; numbered consecutively.
    - 17) Submittal and transmittal distribution record.
    - 18) Remarks.
    - 19) Signature of transmitter.
- E. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
  1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
  2. Name file with submittal number or other unique identifier, including revision identifier.
    - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).
  3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
  4. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Owner, containing the following information:
    - a. Project name.
    - b. Date.
    - c. Name and address of Architect.
    - d. Name of Construction Manager.

- e. Name of Contractor.
  - f. Name of firm or entity that prepared submittal.
  - g. Names of subcontractor, manufacturer, and supplier.
  - h. Category and type of submittal.
  - i. Submittal purpose and description.
  - j. Specification Section number and title.
  - k. Specification paragraph number or drawing designation and generic name for each of multiple items.
  - l. Drawing number and detail references, as appropriate.
  - m. Location(s) where product is to be installed, as appropriate.
  - n. Related physical samples submitted directly.
  - o. Indication of full or partial submittal.
  - p. Transmittal number; numbered consecutively.
  - q. Submittal and transmittal distribution record.
  - r. Other necessary identification.
  - s. Remarks.
5. Metadata: Include the following information as keywords in the electronic submittal file metadata:
- a. Project name.
  - b. Number and title of appropriate Specification Section.
  - c. Manufacturer name.
  - d. Product name.
- F. Options: Identify options requiring selection by Architect.
- G. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
1. Note date and content of previous submittal.
  2. Note date and content of revision in label or title block and clearly indicate extent of revision.
  3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
- I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- J. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

## PART 2 - PRODUCTS

### 2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
1. Submit electronic submittals via email as PDF electronic files.
    - a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
  2. Action Submittals: Submit three paper copies of each submittal unless otherwise indicated. Architect will return two copies.
  3. Informational Submittals: Submit two paper copies of each submittal unless otherwise indicated. Architect will not return copies.
  4. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
    - a. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated.
    - b. Provide a notarized statement on original paper copy certificates and certifications where indicated.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
  2. Mark each copy of each submittal to show which products and options are applicable.
  3. Include the following information, as applicable:
    - a. Manufacturer's catalog cuts.
    - b. Manufacturer's product specifications.
    - c. Standard color charts.
    - d. Statement of compliance with specified referenced standards.
    - e. Testing by recognized testing agency.
    - f. Application of testing agency labels and seals.
    - g. Notation of coordination requirements.
    - h. Availability and delivery time information.
  4. For equipment, include the following in addition to the above, as applicable:
    - a. Wiring diagrams showing factory-installed wiring.
    - b. Printed performance curves.
    - c. Operational range diagrams.

- d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
  5. Submit Product Data before or concurrent with Samples.
  6. Submit Product Data in the following format:
    - a. PDF electronic file.
    - b. Three paper copies of Product Data unless otherwise indicated. Architect will return two copies.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based on Architect's digital data drawing files is otherwise permitted.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Identification of products.
    - b. Schedules.
    - c. Compliance with specified standards.
    - d. Notation of coordination requirements.
    - e. Notation of dimensions established by field measurement.
    - f. Relationship and attachment to adjoining construction clearly indicated.
    - g. Seal and signature of professional engineer if specified.
  2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 24 by 36 inches.
  3. Submit Shop Drawings in the following format:
    - a. PDF electronic file.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
  2. Identification: Attach label on unexposed side of Samples that includes the following:
    - a. Generic description of Sample.
    - b. Product name and name of manufacturer.
    - c. Sample source.
    - d. Number and title of applicable Specification Section.
    - e. Specification paragraph number and generic name of each item.
  3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
  4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

- a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
  - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
- a. Number of Samples: Submit one full set of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
- a. Number of Samples: Submit three sets of Samples. Architect will retain two Sample sets; remainder will be returned.
    - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
    - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
  2. Manufacturer and product name, and model number if applicable.
  3. Number and name of room or space.
  4. Location within room or space.
  5. Submit product schedule in the following format:
    - a. PDF electronic file.
- F. Contractor's Construction Schedule: Comply with requirements specified in Section 013200 "Construction Progress Documentation."
- G. Application for Payment and Schedule of Values: Comply with requirements specified in Section 012900 "Payment Procedures."

- H. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Section 014000 "Quality Requirements."
- I. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 017700 "Closeout Procedures."
- J. Maintenance Data: Comply with requirements specified in Section 017823 "Operation and Maintenance Data."
- K. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- L. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
- M. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- N. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- O. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- P. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- Q. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- R. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- S. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project.
- T. Schedule of Test and Inspections: Comply with requirements specified in Section 014000 "Quality Requirements."
- U. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

- V. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- W. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- X. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

### PART 3 - EXECUTION

#### 3.1 CONTRACTOR'S REVIEW

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

#### 3.2 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- C. Informational Submittals: Architect will review each submittal and will not return it or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

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- E. Submittals not required by the Contract Documents may be returned by the Architect without action.

END OF SECTION 013300



## SECTION 013516 - ALTERATION PROJECT PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes special procedures for alteration work.

#### 1.3 DEFINITIONS

- A. Alteration Work: This term includes remodeling, renovation, repair, and maintenance work performed within existing spaces or on existing surfaces as part of the Project.
- B. Consolidate: To strengthen loose or deteriorated materials in place.
- C. Design Reference Sample: A sample that represents the Architect's prebid selection of work to be matched; it may be existing work or work specially produced for the Project.
- D. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.
- E. Match: To blend with adjacent construction and manifest no apparent difference in material type, species, cut, form, detail, color, grain, texture, or finish; as approved by Architect.
- F. Refinish: To remove existing finishes to base material and apply new finish to match original, or as otherwise indicated.
- G. Repair: To correct damage and defects, retaining existing materials, features, and finishes. This includes patching, piecing-in, splicing, consolidating, or otherwise reinforcing or upgrading materials.
- H. Replace: To remove, duplicate, and reinstall entire item with new material. The original item is the pattern for creating duplicates unless otherwise indicated.
- I. Replicate: To reproduce in exact detail, materials, and finish unless otherwise indicated.
- J. Reproduce: To fabricate a new item, accurate in detail to the original, and from either the same or a similar material as the original, unless otherwise indicated.
- K. Retain: To keep existing items that are not to be removed or dismantled.
- L. Strip: To remove existing finish down to base material unless otherwise indicated.

#### 1.4 COORDINATION

- A. Alteration Work Subschedule: A construction schedule coordinating the sequencing and scheduling of alteration work for entire Project, including each activity to be performed, and based on Contractor's Construction Schedule. Secure time commitments for performing critical construction activities from separate entities responsible for alteration work.
1. Schedule construction operations in sequence required to obtain best Work results.
  2. Coordinate sequence of alteration work activities to accommodate the following:
    - a. Owner's continuing occupancy of portions of existing building.
    - b. Owner's partial occupancy of completed Work.
    - c. Other known work in progress.
    - d. Tests and inspections.
  3. Detail sequence of alteration work, with start and end dates.
  4. Utility Services: Indicate how long utility services will be interrupted. Coordinate shutoff, capping, and continuation of utility services.
  5. Use of elevator and stairs.
  6. Equipment Data: List gross loaded weight, axle-load distribution, and wheel-base dimension data for mobile and heavy equipment proposed for use in existing structure. Do not use such equipment without certification from Contractor's professional engineer that the structure can support the imposed loadings without damage.

#### 1.5 PROJECT MEETINGS FOR ALTERATION WORK

- A. Preliminary Conference for Alteration Work: Before starting alteration work, conduct conference at Project site.
1. Attendees: In addition to representatives of Owner, Architect, and Contractor, testing service representative, specialists, and chemical-cleaner manufacturer(s) shall be represented at the meeting.
  2. Agenda: Discuss items of significance that could affect progress of alteration work, including review of the following:
    - a. Alteration Work Subschedule: Discuss and finalize; verify availability of materials, specialists' personnel, equipment, and facilities needed to make progress and avoid delays.
    - b. Fire-prevention plan.
    - c. Governing regulations.
    - d. Areas where existing construction is to remain and the required protection.
    - e. Hauling routes.
    - f. Sequence of alteration work operations.
    - g. Storage, protection, and accounting for salvaged and specially fabricated items.
    - h. Existing conditions, staging, and structural loading limitations of areas where materials are stored.
    - i. Qualifications of personnel assigned to alteration work and assigned duties.
    - j. Requirements for extent and quality of work, tolerances, and required clearances.

- k. Embedded work such as flashings and lintels, special details, collection of waste, protection of occupants and the public, and condition of other construction that affects the Work or will affect the work.
  3. Reporting: Record conference results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from conference.
- B. Coordination Meetings: Conduct coordination meetings specifically for alteration work at weekly intervals. Coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.
1. Attendees: In addition to representatives of Owner, Architect, and Contractor, each specialist, supplier, installer, and other entity concerned with progress or involved in planning, coordination, or performance of alteration work activities shall be represented at these meetings. All participants at conference shall be familiar with Project and authorized to conclude matters relating to alteration work.
  2. Agenda: Review and correct or approve minutes of previous coordination meeting. Review other items of significance that could affect progress of alteration work. Include topics for discussion as appropriate to status of Project.
    - a. Alteration Work Subschedule: Review progress since last coordination meeting. Determine whether each schedule item is on time, ahead of schedule, or behind schedule. Determine how construction behind schedule will be expedited with retention of quality; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities are completed within the Contract Time.
    - b. Schedule Updating: Revise Contractor's Alteration Work Subschedule after each coordination meeting where revisions to schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
    - c. Review present and future needs of each entity present, including review items listed in the "Preliminary Conference for Alteration Work" Paragraph in this article and the following:
      - 1) Interface requirements of alteration work with other Project Work.
      - 2) Status of submittals for alteration work.
      - 3) Access to alteration work locations.
      - 4) Effectiveness of fire-prevention plan.
      - 5) Quality and work standards of alteration work.
      - 6) Change Orders for alteration work.
  3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

## 1.6 MATERIALS OWNERSHIP

- A. Historic items, relics, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, antiques, and other items of interest or value to Owner that may be encountered or uncovered during the Work, regardless of whether they were previously documented, remain Owner's property.

#### 1.7 INFORMATIONAL SUBMITTALS

- A. Preconstruction Documentation: Show preexisting conditions of adjoining construction and site improvements that are to remain, including finish surfaces, that might be misconstrued as damage caused by Contractor's alteration work operations.
- B. Alteration Work Program: Submit 30 days before work begins.
- C. Fire-Prevention Plan: Submit 30 days before work begins.

#### 1.8 QUALITY ASSURANCE

- A. Title X Requirement: Each firm conducting activities that disturb painted surfaces shall be a "Lead-Safe Certified Firm" according to 40 CFR 745, Subpart E, and use only workers that are trained in lead-safe work practices.
- B. Alteration Work Program: Prepare a written plan for alteration work for whole Project, including each phase or process and protection of surrounding materials during operations. Show compliance with indicated methods and procedures specified in this and other Sections. Coordinate this whole-Project alteration work program with specific requirements of programs required in other alteration work Sections.
  - 1. Dust and Noise Control: Include locations of proposed temporary dust- and noise-control partitions and means of egress from occupied areas coordinated with continuing on-site operations and other known work in progress.
  - 2. Debris Hauling: Include plans clearly marked to show debris hauling routes, turning radii, and locations and details of temporary protective barriers.
- C. Fire-Prevention Plan: Prepare a written plan for preventing fires during the Work, including placement of fire extinguishers, fire blankets, rag buckets, and other fire-control devices during each phase or process. Coordinate plan with Owner's fire-protection equipment and requirements. Include fire-watch personnel's training, duties, and authority to enforce fire safety.
- D. Safety and Health Standard: Comply with ANSI/ASSE A10.6.

#### 1.9 STORAGE AND HANDLING OF SALVAGED MATERIALS

- A. Salvaged Materials:
  - 1. Clean loose dirt and debris from salvaged items unless more extensive cleaning is indicated.
  - 2. Pack or crate items after cleaning; cushion against damage during handling. Label contents of containers.
  - 3. Store items in a secure area until delivery to Owner.
  - 4. Transport items to Owner's storage area designated by Owner.
  - 5. Protect items from damage during transport and storage.
- B. Salvaged Materials for Reinstallation:

1. Repair and clean items for reuse as indicated.
  2. Pack or crate items after cleaning and repairing; cushion against damage during handling. Label 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 unless otherwise indicated. Provide connections, supports, and miscellaneous materials to make items functional for use indicated.
- C. Existing Materials to Remain: Protect construction indicated to remain against damage and soiling from construction work. Where permitted by Architect, items may be dismantled and taken to a suitable, protected storage location during construction work and reinstalled in their original locations after alteration and other construction work in the vicinity is complete.
- D. Storage: Catalog and store items within a weathertight enclosure where they are protected from moisture, weather, condensation, and freezing temperatures.
1. Identify each item for reinstallation with a nonpermanent mark to document its original location. Indicate original locations on plans, elevations, sections, or photographs by annotating the identifying marks.
  2. Secure stored materials to protect from theft.
  3. Control humidity so that it does not exceed 85 percent. Maintain temperatures 5 deg F or more above the dew point.

## PART 2 - PRODUCTS - (Not Used)

## PART 3 - EXECUTION

### 3.1 PROTECTION

- A. Protect persons, motor vehicles, surrounding surfaces of building, building site, plants, and surrounding buildings from harm resulting from alteration work.
1. Use only proven protection methods, appropriate to each area and surface being protected.
  2. Provide temporary barricades, barriers, and directional signage to exclude the public from areas where alteration work is being performed.
  3. Erect temporary barriers to form and maintain fire-egress routes.
  4. Erect temporary protective covers over walkways and at points of pedestrian and vehicular entrance and exit that must remain in service during alteration work.
  5. Contain dust and debris generated by alteration work and prevent it from reaching the public or adjacent surfaces.
  6. Provide shoring, bracing, and supports as necessary. Do not overload structural elements.
  7. Protect floors and other surfaces along hauling routes from damage, wear, and staining.
  8. Provide supplemental sound-control treatment to isolate demolition work from other areas of the building.
- B. Temporary Protection of Materials to Remain:

1. Protect existing materials with temporary protections and construction. Do not remove existing materials unless otherwise indicated.
  2. Do not attach temporary protection to existing surfaces except as indicated as part of the alteration work program.
- C. Comply with each product manufacturer's written instructions for protections and precautions. Protect against adverse effects of products and procedures on people and adjacent materials, components, and vegetation.
- D. Utility and Communications Services:
1. Notify Owner, Architect, authorities having jurisdiction, and entities owning or controlling wires, conduits, pipes, and other services affected by alteration work before commencing operations.
  2. Disconnect and cap pipes and services as required by authorities having jurisdiction, as required for alteration work.
  3. Maintain existing services unless otherwise indicated; keep in service and protect against damage during operations. Provide temporary services during interruptions to existing utilities.

### 3.2 PROTECTION FROM FIRE

- A. General: Follow fire-prevention plan and the following:
1. Comply with NFPA 241 requirements unless otherwise indicated.
  2. Remove and keep area free of combustibles, including rubbish, paper, waste, and chemicals, unless necessary for the immediate work.
    - a. If combustible material cannot be removed, provide fire blankets to cover such materials.
- B. Heat-Generating Equipment and Combustible Materials: Comply with the following procedures while performing work with heat-generating equipment or combustible materials, including welding, torch-cutting, soldering, brazing, removing paint with heat, or other operations where open flames or implements using high heat or combustible solvents and chemicals are anticipated:
1. Obtain Owner's approval for operations involving use of open-flame **or** welding or other high-heat equipment. Notify Owner at least 72 hours before each occurrence, indicating location of such work.
  2. As far as practicable, restrict heat-generating equipment to shop areas or outside the building.
  3. Do not perform work with heat-generating equipment in or near rooms or in areas where flammable liquids or explosive vapors are present or thought to be present. Use a combustible gas indicator test to ensure that the area is safe.
  4. Use fireproof baffles to prevent flames, sparks, hot gases, or other high-temperature material from reaching surrounding combustible material.
  5. Prevent the spread of sparks and particles of hot metal through open windows, doors, holes, and cracks in floors, walls, ceilings, roofs, and other openings.

6. Fire Watch: Before working with heat-generating equipment or combustible materials, station personnel to serve as a fire watch at each location where such work is performed. Fire-watch personnel shall have the authority to enforce fire safety. Station fire watch according to NFPA 51B, NFPA 241, and as follows:
  - a. Train each fire watch in the proper operation of fire-control equipment and alarms.
  - b. Prohibit fire-watch personnel from other work that would be a distraction from fire-watch duties.
  - c. Cease work with heat-generating equipment whenever fire-watch personnel are not present.
  - d. Have fire-watch personnel perform final fire-safety inspection each day beginning no sooner than 30 minutes after conclusion of work in each area to detect hidden or smoldering fires and to ensure that proper fire prevention is maintained.
  - e. Maintain fire-watch personnel at each area of Project site until 60 minutes after conclusion of daily work.
- C. Fire-Control Devices: Provide and maintain fire extinguishers, fire blankets, and rag buckets for disposal of rags with combustible liquids. Maintain each as suitable for the type of fire risk in each work area. Ensure that nearby personnel and the fire-watch personnel are trained in fire-extinguisher and blanket use.
- D. Sprinklers: Where sprinkler protection exists and is functional, maintain it without interruption while operations are being performed. If operations are performed close to sprinklers, shield them temporarily with guards.
  1. Remove temporary guards at the end of work shifts, whenever operations are paused, and when nearby work is complete.

### 3.3 PROTECTION DURING APPLICATION OF CHEMICALS

- A. Protect motor vehicles, surrounding surfaces of building, building site, plants, and surrounding buildings from harm or spillage resulting from applications of chemicals and adhesives.
- B. Cover adjacent surfaces with protective materials that are proven to resist chemicals selected for Project unless chemicals being used will not damage adjacent surfaces as indicated in alteration work program. Use covering materials and masking agents that are waterproof and UV resistant and that will not stain or leave residue on surfaces to which they are applied. Apply protective materials according to manufacturer's written instructions. Do not apply liquid masking agents or adhesives to painted or porous surfaces. When no longer needed, promptly remove protective materials.
- C. Do not apply chemicals during winds of sufficient force to spread them to unprotected surfaces.
- D. Neutralize alkaline and acid wastes and legally dispose of off Owner's property.
- E. Collect and dispose of runoff from chemical operations by legal means and in a manner that prevents soil contamination, soil erosion, undermining of paving and foundations, damage to landscaping, or water penetration into building interior.

3.4 GENERAL ALTERATION WORK

- A. Have specialty work performed only by qualified specialists.
- B. Ensure that supervisory personnel are present when work begins and during its progress.
- C. Record existing work before each procedure (preconstruction), and record progress during the work. Use digital preconstruction documentation photographs.
- D. Perform surveys of Project site as the Work progresses to detect hazards resulting from alterations.
- E. Notify Architect of visible changes in the integrity of material or components whether from environmental causes including biological attack, UV degradation, freezing, or thawing or from structural defects including cracks, movement, or distortion.
  - 1. Do not proceed with the work in question until directed by Architect.

END OF SECTION 013516



## SECTION 013553 - SECURITY

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes security measures including formal security programs, entry control, personnel identification, and miscellaneous restrictions.

#### 1.3 SITE SECURITY

- A. The Contractor shall require reasonable proof of identification and signature of all visitors on a log. The premises shall be protected from entry of any unauthorized persons.
- B. The Contractor shall protect the work, stored materials, and construction equipment from theft and vandalism. At the Owner's occupied sites, the Contractor shall protect the Owner's operations from theft, vandalism, or damage from the Contractor's work.

#### 1.4 PERSONNEL IDENTIFICATION

- A. Provide identification to each person authorized to enter project premises, showing:
  - 1. Personal Photograph
  - 2. Name of individual and assigned number
  - 3. Employer's name
  - 4. Maintain a current list of accredited persons; submit copy of list to Owner on request
  - 5. Require that identification be displayed by all persons entering, leaving or on premises
- B. Exclude improperly identified persons from site.

#### 1.5 ENTRANCE CONTROL

- A. Provide control of all persons and vehicles entering and leaving project site.
  - 1. Require display of proper identification by each person.
  - 2. Allow no visitors except with issuance of temporary identification
  - 3. Maintain log of all visitors
- B. Owner will control deliveries and vehicles relates to its own operations.

PART 2 - PRODUCTS - (Not Used)

PART 3 - EXECUTION

3.1 PROTECTION

- A. When work is to be performed at a project site and school activities are being conducted, Contractor shall take special care, and shall require its subcontractors, and all persons performing work at the site to take special care, to protect the safety and welfare of the students, teachers, employees, and visitors at the school, and to perform the work with as little disruption to the learning environment and school activities as possible.
- B. When work is to be performed at a project site where school activities are being conducted, it is expressly understood and agreed that Contractor's and any subcontractors' employees and other persons performing work at the project site shall not engage in any inappropriate interaction of any nature whatsoever with students, teachers, employees and visitors at the school, including talking, touching, staring, or in any way contributing to a hostile or offensive environment. It is further expressly understood and agreed that there is to be no fraternization between Contractor's and any subcontractor's employees, and other persons performing work at the site, and students, teachers, employees and visitors at the school. There shall be zero tolerance for violations of these provisions.
- C. The possession or use of tobacco products, alcoholic beverages, illegal drugs, and firearms or weapons on Owner's property is prohibited at all times, twenty-four hours a day. There shall be zero tolerance for violations of this provision.
- D. Contractor, subcontractor, and all other persons performing work in connection with the project shall strictly observe (i) speed limits in the vicinity of the project site, including, without limitation, school speed limits, and (ii) any posted speed limits on the project site established by Owner. Contractor shall require strict compliance with this provision.
- E. Owner shall have the right to require the immediate removal from the project site of any person performing work who violates the provision of this Article 11 and to prohibit such person from being allowed to perform work at the project site in the future.
- F. A Contractor who fails to enforce compliance with the provisions of this Article, or who suffers or allows an employee, subcontractor or other person performing work at the project site to violate any of these provisions, shall be in breach of this Contract.

END OF SECTION 013553

## SECTION 014000 - QUALITY REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
  - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
  - 3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
  - 4. Specific test and inspection requirements are not specified in this Section.

#### 1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.
- C. Mockups: Full-size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.

1. Laboratory Mockups: Full-size physical assemblies constructed at testing facility to verify performance characteristics.
  2. Integrated Exterior Mockups: Mockups of the exterior envelope erected separately from the building but on Project site, consisting of multiple products, assemblies, and subassemblies.
  3. Room Mockups: Mockups of typical interior spaces complete with wall, floor, and ceiling finishes, doors, windows, millwork, casework, specialties, furnishings and equipment, and lighting.
- D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.
- E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- F. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.
- G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- J. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

#### 1.4 CONFLICTING REQUIREMENTS

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as

appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

## 1.5 INFORMATIONAL SUBMITTALS

- A. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems:
  - 1. Seismic-force-resisting system, designated seismic system, or component listed in the designated seismic system quality-assurance plan prepared by Architect.
  - 2. Main wind-force-resisting system or a wind-resisting component listed in the wind-force-resisting system quality-assurance plan prepared by Architect.
- B. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- C. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
  - 1. Specification Section number and title.
  - 2. Entity responsible for performing tests and inspections.
  - 3. Description of test and inspection.
  - 4. Identification of applicable standards.
  - 5. Identification of test and inspection methods.
  - 6. Number of tests and inspections required.
  - 7. Time schedule or time span for tests and inspections.
  - 8. Requirements for obtaining samples.
  - 9. Unique characteristics of each quality-control service.

## 1.6 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
  - 1. Date of issue.
  - 2. Project title and number.
  - 3. Name, address, and telephone number of testing agency.
  - 4. Dates and locations of samples and tests or inspections.
  - 5. Names of individuals making tests and inspections.
  - 6. Description of the Work and test and inspection method.
  - 7. Identification of product and Specification Section.
  - 8. Complete test or inspection data.
  - 9. Test and inspection results and an interpretation of test results.
  - 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
  - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
  - 12. Name and signature of laboratory inspector.

13. Recommendations on retesting and reinspecting.

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

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

C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, and telephone number of factory-authorized service representative making report.
2. Statement that equipment complies with requirements.
3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
4. Statement whether conditions, products, and installation will affect warranty.
5. Other required items indicated in individual Specification Sections.

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

1.7 QUALITY ASSURANCE

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

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

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

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

- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.
- F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
  - 1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
  - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
  - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. Manufacturer's Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
  - 1. Contractor responsibilities include the following:
    - a. Provide test specimens representative of proposed products and construction.
    - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
    - c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
    - d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
    - e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
    - f. When testing is complete, remove test specimens, assemblies, and mockups; do not reuse products on Project.
  - 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

- J. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
  - 1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
  - 2. Notify Architect seven days in advance of dates and times when mockups will be constructed.
  - 3. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed during the construction at Project.
  - 4. Demonstrate the proposed range of aesthetic effects and workmanship.
  - 5. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
    - a. Allow seven days for initial review and each re-review of each mockup.
  - 6. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
  - 7. Demolish and remove mockups when directed unless otherwise indicated.
- K. Room Mockups: Construct room mockups incorporating required materials and assemblies, finished according to requirements. Provide required lighting and additional lighting where required to enable Architect to evaluate quality of the Work.
- L. Laboratory Mockups: Comply with requirements of preconstruction testing and those specified in individual Specification Sections.

## 1.8 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
  - 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
  - 2. Payment for these services will be made from testing and inspecting allowances, as authorized by Change Orders.
  - 3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
  - 1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
  - 2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.



- a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
  3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
  4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. **Manufacturer's Field Services:** Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 "Submittal Procedures."
- D. **Retesting/Reinspecting:** Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- E. **Testing Agency Responsibilities:** Cooperate with Architect, and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect, and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
  3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
  4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
  5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
  6. Do not perform any duties of Contractor.
- F. **Associated Services:** Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
  2. Incidental labor and facilities necessary to facilitate tests and inspections.
  3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
  4. Facilities for storage and field curing of test samples.
  5. Delivery of samples to testing agencies.
  6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  7. Security and protection for samples and for testing and inspecting equipment at Project site.

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

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

## 1.9 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Conducted by a qualified testing agency as required authorities having jurisdiction, as indicated in individual Specification Sections, and as follows:

- 1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviews the completeness and adequacy of those procedures to perform the Work.
  - 2. Notifying Architect, and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
  - 3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect, with copy to Contractor and to authorities having jurisdiction.
  - 4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
  - 5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
  - 6. Retesting and reinspecting corrected work.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

### 3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:

- 1. Date test or inspection was conducted.
  - 2. Description of the Work tested or inspected.
  - 3. Date test or inspection results were transmitted to Architect.
  - 4. Identification of testing agency or special inspector conducting test or inspection.

- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

### 3.2 REPAIR AND PROTECTION

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

- 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas

and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."

- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

## SECTION 014200 - REFERENCES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

#### 1.3 INDUSTRY STANDARDS

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

- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
  - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

#### 1.4 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."
- B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
  - 1. AABC - Associated Air Balance Council; [www.aabc.com](http://www.aabc.com).
  - 2. AAMA - American Architectural Manufacturers Association; [www.aamanet.org](http://www.aamanet.org).
  - 3. AAPFCO - Association of American Plant Food Control Officials; [www.aapfco.org](http://www.aapfco.org).
  - 4. AASHTO - American Association of State Highway and Transportation Officials; [www.transportation.org](http://www.transportation.org).
  - 5. AATCC - American Association of Textile Chemists and Colorists; [www.aatcc.org](http://www.aatcc.org).
  - 6. ABMA - American Bearing Manufacturers Association; [www.americanbearings.org](http://www.americanbearings.org).
  - 7. ABMA - American Boiler Manufacturers Association; [www.abma.com](http://www.abma.com).
  - 8. ACI - American Concrete Institute; (Formerly: ACI International); [www.abma.com](http://www.abma.com).
  - 9. ACPA - American Concrete Pipe Association; [www.concrete-pipe.org](http://www.concrete-pipe.org).
  - 10. AEIC - Association of Edison Illuminating Companies, Inc. (The); [www.aeic.org](http://www.aeic.org).
  - 11. AF&PA - American Forest & Paper Association; [www.afandpa.org](http://www.afandpa.org).
  - 12. AGA - American Gas Association; [www.aga.org](http://www.aga.org).
  - 13. AHAM - Association of Home Appliance Manufacturers; [www.aham.org](http://www.aham.org).
  - 14. AHRI - Air-Conditioning, Heating, and Refrigeration Institute (The); [www.ahrinet.org](http://www.ahrinet.org).
  - 15. AI - Asphalt Institute; [www.asphaltinstitute.org](http://www.asphaltinstitute.org).
  - 16. AIA - American Institute of Architects (The); [www.aia.org](http://www.aia.org).
  - 17. AISC - American Institute of Steel Construction; [www.aisc.org](http://www.aisc.org).
  - 18. AISI - American Iron and Steel Institute; [www.steel.org](http://www.steel.org).
  - 19. AITC - American Institute of Timber Construction; [www.aitc-glulam.org](http://www.aitc-glulam.org).
  - 20. AMCA - Air Movement and Control Association International, Inc.; [www.amca.org](http://www.amca.org).
  - 21. ANSI - American National Standards Institute; [www.ansi.org](http://www.ansi.org).
  - 22. AOSA - Association of Official Seed Analysts, Inc.; [www.aosaseed.com](http://www.aosaseed.com).
  - 23. APA - APA - The Engineered Wood Association; [www.apawood.org](http://www.apawood.org).
  - 24. APA - Architectural Precast Association; [www.archprecast.org](http://www.archprecast.org).
  - 25. API - American Petroleum Institute; [www.api.org](http://www.api.org).
  - 26. ARI - Air-Conditioning & Refrigeration Institute; (See AHRI).
  - 27. ARI - American Refrigeration Institute; (See AHRI).

28. ARMA - Asphalt Roofing Manufacturers Association; [www.asphaltroofing.org](http://www.asphaltroofing.org).
29. ASCE - American Society of Civil Engineers; [www.asce.org](http://www.asce.org).
30. ASCE/SEI - American Society of Civil Engineers/Structural Engineering Institute; (See ASCE).
31. ASHRAE - American Society of Heating, Refrigerating and Air-Conditioning Engineers; [www.ashrae.org](http://www.ashrae.org).
32. ASME - ASME International; (American Society of Mechanical Engineers); [www.asme.org](http://www.asme.org).
33. ASSE - American Society of Safety Engineers (The); [www.asse.org](http://www.asse.org).
34. ASSE - American Society of Sanitary Engineering; [www.asse-plumbing.org](http://www.asse-plumbing.org).
35. ASTM - ASTM International; [www.astm.org](http://www.astm.org).
36. ATIS - Alliance for Telecommunications Industry Solutions; [www.atis.org](http://www.atis.org).
37. AWEA - American Wind Energy Association; [www.awea.org](http://www.awea.org).
38. AWI - Architectural Woodwork Institute; [www.awinet.org](http://www.awinet.org).
39. AWMAC - Architectural Woodwork Manufacturers Association of Canada; [www.awmac.com](http://www.awmac.com).
40. AWWA - American Water Works Association; [www.awwa.org](http://www.awwa.org).
41. AWS - American Welding Society; [www.aws.org](http://www.aws.org).
42. AWWA - American Water Works Association; [www.awwa.org](http://www.awwa.org).
43. BHMA - Builders Hardware Manufacturers Association; [www.buildershardware.com](http://www.buildershardware.com).
44. BIA - Brick Industry Association (The); [www.gobrick.com](http://www.gobrick.com).
45. BICSI - BICSI, Inc.; [www.bicsi.org](http://www.bicsi.org).
46. BIFMA - BIFMA International; (Business and Institutional Furniture Manufacturer's Association); [www.bifma.org](http://www.bifma.org).
47. BISSC - Baking Industry Sanitation Standards Committee; [www.bissc.org](http://www.bissc.org).
48. BWF - Badminton World Federation; (Formerly: International Badminton Federation); [www.bissc.org](http://www.bissc.org).
49. CDA - Copper Development Association; [www.copper.org](http://www.copper.org).
50. CEA - Canadian Electricity Association; [www.electricity.ca](http://www.electricity.ca).
51. CEA - Consumer Electronics Association; [www.ce.org](http://www.ce.org).
52. CFFA - Chemical Fabrics and Film Association, Inc.; [www.chemicalfabricsandfilm.com](http://www.chemicalfabricsandfilm.com).
53. CFSEI - Cold-Formed Steel Engineers Institute; [www.cfsei.org](http://www.cfsei.org).
54. CGA - Compressed Gas Association; [www.cganet.com](http://www.cganet.com).
55. CIMA - Cellulose Insulation Manufacturers Association; [www.cellulose.org](http://www.cellulose.org).
56. CISCA - Ceilings & Interior Systems Construction Association; [www.cisca.org](http://www.cisca.org).
57. CISPI - Cast Iron Soil Pipe Institute; [www.cispi.org](http://www.cispi.org).
58. CLFMI - Chain Link Fence Manufacturers Institute; [www.chainlinkinfo.org](http://www.chainlinkinfo.org).
59. CPA - Composite Panel Association; [www.pbmdf.com](http://www.pbmdf.com).
60. CRI - Carpet and Rug Institute (The); [www.carpet-rug.org](http://www.carpet-rug.org).
61. CRRC - Cool Roof Rating Council; [www.coolroofs.org](http://www.coolroofs.org).
62. CRSI - Concrete Reinforcing Steel Institute; [www.crsi.org](http://www.crsi.org).
63. CSA - Canadian Standards Association; [www.csa.ca](http://www.csa.ca).
64. CSA - CSA International; (Formerly: IAS - International Approval Services); [www.csa-international.org](http://www.csa-international.org).
65. CSI - Construction Specifications Institute (The); [www.csinet.org](http://www.csinet.org).
66. CSSB - Cedar Shake & Shingle Bureau; [www.cedarbureau.org](http://www.cedarbureau.org).
67. CTI - Cooling Technology Institute; (Formerly: Cooling Tower Institute); [www.cti.org](http://www.cti.org).
68. CWC - Composite Wood Council; (See CPA).
69. DASMA - Door and Access Systems Manufacturers Association; [www.dasma.com](http://www.dasma.com).
70. DHI - Door and Hardware Institute; [www.dhi.org](http://www.dhi.org).
71. ECA - Electronic Components Association; (See ECIA).

72. ECAMA - Electronic Components Assemblies & Materials Association; (See ECIA).
73. ECIA - Electronic Components Industry Association; [www.eciaonline.org](http://www.eciaonline.org).
74. EIA - Electronic Industries Alliance; (See TIA).
75. EIMA - EIFS Industry Members Association; [www.eima.com](http://www.eima.com).
76. EJMA - Expansion Joint Manufacturers Association, Inc.; [www.ejma.org](http://www.ejma.org).
77. ESD - ESD Association; (Electrostatic Discharge Association); [www.esda.org](http://www.esda.org).
78. ESTA - Entertainment Services and Technology Association; (See PLASA).
79. EVO - Efficiency Valuation Organization; [www.evo-world.org](http://www.evo-world.org).
80. FCI - Fluid Controls Institute; [www.fluidcontrolsintitute.org](http://www.fluidcontrolsintitute.org).
81. FIBA - Federation Internationale de Basketball; (The International Basketball Federation); [www.fiba.com](http://www.fiba.com).
82. FIVB - Federation Internationale de Volleyball; (The International Volleyball Federation); [www.fivb.org](http://www.fivb.org).
83. FM Approvals - FM Approvals LLC; [www.fmglobal.com](http://www.fmglobal.com).
84. FM Global - FM Global; (Formerly: FMG - FM Global); [www.fmglobal.com](http://www.fmglobal.com).
85. FRSA - Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc.; [www.floridarooft.com](http://www.floridarooft.com).
86. FSA - Fluid Sealing Association; [www.fluidsealing.com](http://www.fluidsealing.com).
87. FSC - Forest Stewardship Council U.S.; [www.fscus.org](http://www.fscus.org).
88. GA - Gypsum Association; [www.gypsum.org](http://www.gypsum.org).
89. GANA - Glass Association of North America; [www.glasswebsite.com](http://www.glasswebsite.com).
90. GS - Green Seal; [www.greenseal.org](http://www.greenseal.org).
91. HI - Hydraulic Institute; [www.pumps.org](http://www.pumps.org).
92. HI/GAMA - Hydronics Institute/Gas Appliance Manufacturers Association; (See AHRI).
93. HMMA - Hollow Metal Manufacturers Association; (See NAAMM).
94. HPVA - Hardwood Plywood & Veneer Association; [www.hpva.org](http://www.hpva.org).
95. HPW - H. P. White Laboratory, Inc.; [www.hpwhite.com](http://www.hpwhite.com).
96. IAPSC - International Association of Professional Security Consultants; [www.iapsc.org](http://www.iapsc.org).
97. IAS - International Accreditation Service; [www.iasonline.org](http://www.iasonline.org).
98. IAS - International Approval Services; (See CSA).
99. ICBO - International Conference of Building Officials; (See ICC).
100. ICC - International Code Council; [www.iccsafe.org](http://www.iccsafe.org).
101. ICEA - Insulated Cable Engineers Association, Inc.; [www.icea.net](http://www.icea.net).
102. ICPA - International Cast Polymer Alliance; [www.icpa-hq.org](http://www.icpa-hq.org).
103. ICRI - International Concrete Repair Institute, Inc.; [www.icri.org](http://www.icri.org).
104. IEC - International Electrotechnical Commission; [www.iec.ch](http://www.iec.ch).
105. IEEE - Institute of Electrical and Electronics Engineers, Inc. (The); [www.ieee.org](http://www.ieee.org).
106. IES - Illuminating Engineering Society; (Formerly: Illuminating Engineering Society of North America); [www.ies.org](http://www.ies.org).
107. IESNA - Illuminating Engineering Society of North America; (See IES).
108. IEST - Institute of Environmental Sciences and Technology; [www.iest.org](http://www.iest.org).
109. IGMA - Insulating Glass Manufacturers Alliance; [www.igmaonline.org](http://www.igmaonline.org).
110. IGSHPA - International Ground Source Heat Pump Association; [www.igshpa.okstate.edu](http://www.igshpa.okstate.edu).
111. ILI - Indiana Limestone Institute of America, Inc.; [www.iliai.com](http://www.iliai.com).
112. Intertek - Intertek Group; (Formerly: ETL SEMCO; Intertek Testing Service NA); [www.intertek.com](http://www.intertek.com).
113. ISA - International Society of Automation (The); (Formerly: Instrumentation, Systems, and Automation Society); [www.isa.org](http://www.isa.org).
114. ISAS - Instrumentation, Systems, and Automation Society (The); (See ISA).

115. ISFA - International Surface Fabricators Association; (Formerly: International Solid Surface Fabricators Association); [www.isfanow.org](http://www.isfanow.org).
116. ISO - International Organization for Standardization; [www.iso.org](http://www.iso.org).
117. ISSFA - International Solid Surface Fabricators Association; (See ISFA).
118. ITU - International Telecommunication Union; [www.itu.int/home](http://www.itu.int/home).
119. KCMA - Kitchen Cabinet Manufacturers Association; [www.kcma.org](http://www.kcma.org).
120. LMA - Laminating Materials Association; (See CPA).
121. LPI - Lightning Protection Institute; [www.lightning.org](http://www.lightning.org).
122. MBMA - Metal Building Manufacturers Association; [www.mbma.com](http://www.mbma.com).
123. MCA - Metal Construction Association; [www.metalconstruction.org](http://www.metalconstruction.org).
124. MFMA - Maple Flooring Manufacturers Association, Inc.; [www.maplefloor.org](http://www.maplefloor.org).
125. MFMA - Metal Framing Manufacturers Association, Inc.; [www.metalframingmfg.org](http://www.metalframingmfg.org).
126. MHIA - Material Handling Industry of America; [www.mhia.org](http://www.mhia.org).
127. MIA - Marble Institute of America; [www.marble-institute.com](http://www.marble-institute.com).
128. MMPA - Moulding & Millwork Producers Association; [www.wmmpa.com](http://www.wmmpa.com).
129. MPI - Master Painters Institute; [www.paintinfo.com](http://www.paintinfo.com).
130. MSS - Manufacturers Standardization Society of The Valve and Fittings Industry Inc.; [www.mss-hq.org](http://www.mss-hq.org).
131. NAAMM - National Association of Architectural Metal Manufacturers; [www.naamm.org](http://www.naamm.org).
132. NACE - NACE International; (National Association of Corrosion Engineers International); [www.nace.org](http://www.nace.org).
133. NADCA - National Air Duct Cleaners Association; [www.nadca.com](http://www.nadca.com).
134. NAIMA - North American Insulation Manufacturers Association; [www.naima.org](http://www.naima.org).
135. NBGQA - National Building Granite Quarries Association, Inc.; [www.nbgqa.com](http://www.nbgqa.com).
136. NBI - New Buildings Institute; [www.newbuildings.org](http://www.newbuildings.org).
137. NCAA - National Collegiate Athletic Association (The); [www.ncaa.org](http://www.ncaa.org).
138. NCMA - National Concrete Masonry Association; [www.ncma.org](http://www.ncma.org).
139. NEBB - National Environmental Balancing Bureau; [www.nebb.org](http://www.nebb.org).
140. NECA - National Electrical Contractors Association; [www.necanet.org](http://www.necanet.org).
141. NeLMA - Northeastern Lumber Manufacturers Association; [www.nelma.org](http://www.nelma.org).
142. NEMA - National Electrical Manufacturers Association; [www.nema.org](http://www.nema.org).
143. NETA - InterNational Electrical Testing Association; [www.netaworld.org](http://www.netaworld.org).
144. NFHS - National Federation of State High School Associations; [www.nfhs.org](http://www.nfhs.org).
145. NFPA - National Fire Protection Association; [www.nfpa.org](http://www.nfpa.org).
146. NFPA - NFPA International; (See NFPA).
147. NFRC - National Fenestration Rating Council; [www.nfrc.org](http://www.nfrc.org).
148. NHLA - National Hardwood Lumber Association; [www.nhla.com](http://www.nhla.com).
149. NLGA - National Lumber Grades Authority; [www.nlga.org](http://www.nlga.org).
150. NOFMA - National Oak Flooring Manufacturers Association; (See NWFA).
151. NOMMA - National Ornamental & Miscellaneous Metals Association; [www.nomma.org](http://www.nomma.org).
152. NRCA - National Roofing Contractors Association; [www.nrca.net](http://www.nrca.net).
153. NRMCA - National Ready Mixed Concrete Association; [www.nrmca.org](http://www.nrmca.org).
154. NSF - NSF International; [www.nsf.org](http://www.nsf.org).
155. NSPE - National Society of Professional Engineers; [www.nspe.org](http://www.nspe.org).
156. NSSGA - National Stone, Sand & Gravel Association; [www.nssga.org](http://www.nssga.org).
157. NTMA - National Terrazzo & Mosaic Association, Inc. (The); [www.ntma.com](http://www.ntma.com).
158. NWFA - National Wood Flooring Association; [www.nwfa.org](http://www.nwfa.org).
159. PCI - Precast/Prestressed Concrete Institute; [www.pci.org](http://www.pci.org).
160. PDI - Plumbing & Drainage Institute; [www.pdionline.org](http://www.pdionline.org).



161. PLASA - PLASA; (Formerly: ESTA - Entertainment Services and Technology Association); [www.plasa.org](http://www.plasa.org).
162. RCSC - Research Council on Structural Connections; [www.boltcouncil.org](http://www.boltcouncil.org).
163. RFCI - Resilient Floor Covering Institute; [www.rfci.com](http://www.rfci.com).
164. RIS - Redwood Inspection Service; [www.redwoodinspection.com](http://www.redwoodinspection.com).
165. SAE - SAE International; [www.sae.org](http://www.sae.org).
166. SCTE - Society of Cable Telecommunications Engineers; [www.scte.org](http://www.scte.org).
167. SDI - Steel Deck Institute; [www.sdi.org](http://www.sdi.org).
168. SDI - Steel Door Institute; [www.steeldoor.org](http://www.steeldoor.org).
169. SEFA - Scientific Equipment and Furniture Association (The); [www.sefalabs.com](http://www.sefalabs.com).
170. SEI/ASCE - Structural Engineering Institute/American Society of Civil Engineers; (See ASCE).
171. SIA - Security Industry Association; [www.siaonline.org](http://www.siaonline.org).
172. SJI - Steel Joist Institute; [www.steeljoist.org](http://www.steeljoist.org).
173. SMA - Screen Manufacturers Association; [www.smainfo.org](http://www.smainfo.org).
174. SMACNA - Sheet Metal and Air Conditioning Contractors' National Association; [www.smacna.org](http://www.smacna.org).
175. SMPTE - Society of Motion Picture and Television Engineers; [www.smpte.org](http://www.smpte.org).
176. SPFA - Spray Polyurethane Foam Alliance; [www.sprayfoam.org](http://www.sprayfoam.org).
177. SPIB - Southern Pine Inspection Bureau; [www.spib.org](http://www.spib.org).
178. SPRI - Single Ply Roofing Industry; [www.spri.org](http://www.spri.org).
179. SRCC - Solar Rating & Certification Corporation; [www.solar-rating.org](http://www.solar-rating.org).
180. SSINA - Specialty Steel Industry of North America; [www.ssina.com](http://www.ssina.com).
181. SSPC - SSPC: The Society for Protective Coatings; [www.sspc.org](http://www.sspc.org).
182. STI - Steel Tank Institute; [www.steeltank.com](http://www.steeltank.com).
183. SWI - Steel Window Institute; [www.steelwindows.com](http://www.steelwindows.com).
184. SWPA - Submersible Wastewater Pump Association; [www.swpa.org](http://www.swpa.org).
185. TCA - Tilt-Up Concrete Association; [www.tilt-up.org](http://www.tilt-up.org).
186. TCNA - Tile Council of North America, Inc.; [www.tileusa.com](http://www.tileusa.com).
187. TEMA - Tubular Exchanger Manufacturers Association, Inc.; [www.tema.org](http://www.tema.org).
188. TIA - Telecommunications Industry Association (The); (Formerly: TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance); [www.tiaonline.org](http://www.tiaonline.org).
189. TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance; (See TIA).
190. TMS - The Masonry Society; [www.masonrysociety.org](http://www.masonrysociety.org).
191. TPI - Truss Plate Institute; [www.tpinst.org](http://www.tpinst.org).
192. TPI - Turfgrass Producers International; [www.turfgrasssod.org](http://www.turfgrasssod.org).
193. TRI - Tile Roofing Institute; [www.tilerroofing.org](http://www.tilerroofing.org).
194. UL - Underwriters Laboratories Inc.; [www.ul.com](http://www.ul.com).
195. UNI - Uni-Bell PVC Pipe Association; [www.uni-bell.org](http://www.uni-bell.org).
196. USAV - USA Volleyball; [www.usavolleyball.org](http://www.usavolleyball.org).
197. USGBC - U.S. Green Building Council; [www.usgbc.org](http://www.usgbc.org).
198. USITT - United States Institute for Theatre Technology, Inc.; [www.usitt.org](http://www.usitt.org).
199. WASTEC - Waste Equipment Technology Association; [www.wastec.org](http://www.wastec.org).
200. WCLIB - West Coast Lumber Inspection Bureau; [www.wclib.org](http://www.wclib.org).
201. WCMA - Window Covering Manufacturers Association; [www.wcmanet.org](http://www.wcmanet.org).
202. WDMA - Window & Door Manufacturers Association; [www.wdma.com](http://www.wdma.com).
203. WI - Woodwork Institute; [www.wicnet.org](http://www.wicnet.org).
204. WSRCA - Western States Roofing Contractors Association; [www.wsrca.com](http://www.wsrca.com).
205. WWPA - Western Wood Products Association; [www.wwpa.org](http://www.wwpa.org).

- C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.
1. DIN - Deutsches Institut für Normung e.V.; [www.din.de](http://www.din.de).
  2. IAPMO - International Association of Plumbing and Mechanical Officials; [www.iapmo.org](http://www.iapmo.org).
  3. ICC - International Code Council; [www.iccsafe.org](http://www.iccsafe.org).
  4. ICC-ES - ICC Evaluation Service, LLC; [www.icc-es.org](http://www.icc-es.org).
- D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Information is subject to change and is up to date as of the date of the Contract Documents.
1. COE - Army Corps of Engineers; [www.usace.army.mil](http://www.usace.army.mil).
  2. CPSC - Consumer Product Safety Commission; [www.cpsc.gov](http://www.cpsc.gov).
  3. DOC - Department of Commerce; National Institute of Standards and Technology; [www.nist.gov](http://www.nist.gov).
  4. DOD - Department of Defense; [www.quicksearch.dla.mil](http://www.quicksearch.dla.mil).
  5. DOE - Department of Energy; [www.energy.gov](http://www.energy.gov).
  6. EPA - Environmental Protection Agency; [www.epa.gov](http://www.epa.gov).
  7. FAA - Federal Aviation Administration; [www.faa.gov](http://www.faa.gov).
  8. FG - Federal Government Publications; [www.gpo.gov](http://www.gpo.gov).
  9. GSA - General Services Administration; [www.gsa.gov](http://www.gsa.gov).
  10. HUD - Department of Housing and Urban Development; [www.hud.gov](http://www.hud.gov).
  11. LBL - Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; [www.eetd.lbl.gov](http://www.eetd.lbl.gov).
  12. OSHA - Occupational Safety & Health Administration; [www.osha.gov](http://www.osha.gov).
  13. SD - Department of State; [www.state.gov](http://www.state.gov).
  14. TRB - Transportation Research Board; National Cooperative Highway Research Program; The National Academies; [www.trb.org](http://www.trb.org).
  15. USDA - Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; [www.ars.usda.gov](http://www.ars.usda.gov).
  16. USDA - Department of Agriculture; Rural Utilities Service; [www.usda.gov](http://www.usda.gov).
  17. USDJ - Department of Justice; Office of Justice Programs; National Institute of Justice; [www.ojp.usdoj.gov](http://www.ojp.usdoj.gov).
  18. USP - U.S. Pharmacopeial Convention; [www.usp.org](http://www.usp.org).
  19. USPS - United States Postal Service; [www.usps.com](http://www.usps.com).
- E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
1. CFR - Code of Federal Regulations; Available from Government Printing Office; [www.gpo.gov/fdsys](http://www.gpo.gov/fdsys).
  2. DOD - Department of Defense; Military Specifications and Standards; Available from DLA Document Services; [www.quicksearch.dla.mil](http://www.quicksearch.dla.mil).
  3. DSCC - Defense Supply Center Columbus; (See FS).
  4. FED-STD - Federal Standard; (See FS).

5. FS - Federal Specification; Available from DLA Document Services; [www.quicksearch.dla.mil](http://www.quicksearch.dla.mil).
    - a. Available from Defense Standardization Program; [www.dsp.dla.mil](http://www.dsp.dla.mil).
    - b. Available from General Services Administration; [www.gsa.gov](http://www.gsa.gov).
    - c. Available from National Institute of Building Sciences/Whole Building Design Guide; [www.wbdg.org/ccb](http://www.wbdg.org/ccb).
  6. MILSPEC - Military Specification and Standards; (See DOD).
  7. USAB - United States Access Board; [www.access-board.gov](http://www.access-board.gov).
  8. USATBCB - U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).
- F. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
1. CBHF; State of California; Department of Consumer Affairs; Bureau of Electronic and Appliance Repair, Home Furnishings and Thermal Insulation; [www.bearhfti.ca.gov](http://www.bearhfti.ca.gov).
  2. CCR; California Code of Regulations; Office of Administrative Law; California Title 24 Energy Code; [www.calregs.com](http://www.calregs.com).
  3. CDHS; California Department of Health Services; (See CDPH).
  4. CDPH; California Department of Public Health; Indoor Air Quality Program; [www.cal-iaq.org](http://www.cal-iaq.org).
  5. CPUC; California Public Utilities Commission; [www.cpuc.ca.gov](http://www.cpuc.ca.gov).
  6. SCAQMD; South Coast Air Quality Management District; [www.aqmd.gov](http://www.aqmd.gov).
  7. TFS; Texas A&M Forest Service; Sustainable Forestry and Economic Development; [www.txforestservation.tamu.edu](http://www.txforestservation.tamu.edu).

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

## SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
  - 1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.

#### 1.3 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to Owner, Architect, testing agencies, and authorities having jurisdiction.
- B. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.

#### 1.5 QUALITY ASSURANCE

- A. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

## 1.6 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

## PART 2 - PRODUCTS

### 2.1 TEMPORARY FACILITIES

- A. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
  - 1. Store combustible materials apart from building.

### 2.2 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
  - 1. Locate facilities to limit site disturbance as specified in Section 011000 "Summary."
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

### 3.2 TEMPORARY UTILITY INSTALLATION

- A. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
  - 1. Toilets: Use of Owner's existing toilet facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.

### 3.3 SUPPORT FACILITIES INSTALLATION

- A. Traffic Controls: Comply with requirements of authorities having jurisdiction.
  - 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
  - 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- B. Parking: Use designated areas of Owner's existing parking areas for construction personnel.
- C. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
  - 1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
- D. Existing Elevator Use: Use of Owner's existing elevators will be permitted, provided elevators are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore elevators to condition existing before initial use, including replacing worn cables, guide shoes, and similar items of limited life.
  - 1. Do not load elevators beyond their rated weight capacity.
  - 2. Provide protective coverings, barriers, devices, signs, or other procedures to protect elevator car and entrance doors and frame. If, despite such protection, elevators become damaged, engage elevator Installer to restore damaged work so no evidence remains of correction work. Return items that cannot be refinished in field to the shop, make required repairs and refinish entire unit, or provide new units as required.
- E. Existing Stair Usage: Use of Owner's existing stairs will be permitted, provided stairs are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore stairs to condition existing before initial use.
  - 1. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If stairs become damaged, restore damaged areas so no evidence remains of correction work.

### 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.
  - 1. Prohibit smoking in construction areas.
  - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
  - 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

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4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

END OF SECTION 015000

## SECTION 016000 - PRODUCT REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Requirements:
  - 1. Section 012500 "Substitution Procedures" for requests for substitutions.
  - 2. Section 014200 "References" for applicable industry standards for products specified.

#### 1.3 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
  - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
  - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
  - 3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.



#### 1.4 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
  - 2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 14 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
    - a. Form of Approval: As specified in Section 013300 "Submittal Procedures."
    - b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.
- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 013300 "Submittal Procedures." Show compliance with requirements.

#### 1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.
  - 1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
  - 2. If a dispute arises between contractors over concurrently selectable but incompatible products, 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 not be considered.
  - 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 not be considered.
  - 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.

#### 1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Cutting and Patching Plan: Submit plan describing procedures at least 10 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.

## 1.5 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
  1. Structural Elements: When cutting and patching structural elements, notify 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.
  3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
  4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- B. 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.
- C. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
  - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to 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, mechanical and electrical systems, and other construction affecting the Work.
  - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, 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. Existing Utility Information: Furnish information to Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. 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.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. 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 013200 "Construction Progress Documentation."

### 3.3 FIELD ENGINEERING

- A. Identification: Owner will identify existing benchmarks, control points, and property corners.
- B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
  - 1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect before proceeding.
  - 2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
- C. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
  - 1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
  - 2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
  - 3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.



- D. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and sitework.

### 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.
- 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.

### 3.6 OWNER-INSTALLED PRODUCTS

- A. Site Access: Provide access to Project site for Owner's construction personnel.
- B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction personnel.
  1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.
  2. Preinstallation Conferences: Include Owner's construction personnel at preinstallation conferences covering portions of the Work that are to receive Owner's work. Attend preinstallation conferences conducted by Owner's construction personnel if portions of the Work depend on Owner's construction.

### 3.7 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
  - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  - 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
  - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
    - 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.

3.8 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: Comply with qualification requirements in Section 014000 "Quality Requirements."

3.9 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 017300

## 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 maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number where applicable.
  - a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Architect's signature for receipt of submittals.
5. Submit test/adjust/balance records.
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. Use CSI Form 14.1A.

1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. 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.
4. Submit list of incomplete items in the following format:
  - a. MS Excel electronic file. Architect will return annotated file.
  - b. PDF electronic file. Architect will return annotated file.

#### 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 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of 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 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. Sweep paved areas broom clean. Remove spills, stains, and other foreign deposits.
    - b. Remove tools, construction equipment, machinery, and surplus material from Project site.
    - c. Remove labels that are not permanent.
    - d. Leave Project clean and ready for occupancy.

### 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. 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.

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- 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.
2. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.

END OF SECTION 017700

## SECTION 017823 - OPERATION AND MAINTENANCE DATA

### 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 preparing operation and maintenance manuals, including the following:
  - 1. Operation and maintenance documentation directory.
  - 2. Emergency manuals.
  - 3. Operation manuals for systems, subsystems, and equipment.
  - 4. Product maintenance manuals.
  - 5. Systems and equipment maintenance manuals.
- B. Related Requirements:
  - 1. Section 013300 "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.

#### 1.3 DEFINITIONS

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- B. Subsystem: A portion of a system with characteristics similar to a system.

#### 1.4 CLOSEOUT SUBMITTALS

- A. Manual Content: Operations and maintenance manual content is specified in individual Specification Sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
  - 1. Architect will comment on whether content of operations and maintenance submittals are acceptable.
  - 2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Format: Submit operations and maintenance manuals in the following format:
  - 1. PDF electronic file. Assemble each manual into a composite electronically indexed file. Submit on digital media acceptable to Architect.

- a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.
  - b. Enable inserted reviewer comments on draft submittals.
2. Three paper copies. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves. Architect will return two copies.
- C. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 10 days before commencing demonstration and training. Architect will return copy with comments.
1. Correct or revise each manual to comply with Architect's comments. Submit copies of each corrected manual within 5 days of receipt of Architect's comments and prior to commencing demonstration and training.

## PART 2 - PRODUCTS

### 2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

- A. Directory: Prepare a single, comprehensive directory of emergency, operation, and maintenance data and materials, listing items and their location to facilitate ready access to desired information. Include a section in the directory for each of the following:
1. List of documents.
  2. List of systems.
  3. List of equipment.
  4. Table of contents.
- B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
- C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.
- D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.
- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

## 2.2 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
1. Title page.
  2. Table of contents.
  3. Manual contents.
- B. Title Page: Include the following information:
1. Subject matter included in manual.
  2. Name and address of Project.
  3. Name and address of Owner.
  4. Date of submittal.
  5. Name and contact information for Contractor.
  6. Name and contact information for Construction Manager.
  7. Name and contact information for Architect.
  8. Name and contact information for Commissioning Authority.
  9. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
  10. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
- E. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
  2. File Names and Bookmarks: Enable bookmarking of individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.
- F. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.

1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
  - a. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents, and indicate Specification Section number on bottom of spine. Indicate volume number for multiple-volume sets.
2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.
4. Supplementary Text: Prepared on 8-1/2-by-11-inch white bond paper.
5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
  - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
  - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

## 2.3 EMERGENCY MANUALS

- A. Content: Organize manual into a separate section for each of the following:
  1. Type of emergency.
  2. Emergency instructions.
  3. Emergency procedures.
- B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
  1. Fire.
  2. Flood.
  3. Gas leak.
  4. Water leak.
  5. Power failure.
  6. Water outage.
  7. System, subsystem, or equipment failure.
  8. Chemical release or spill.
- C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
- D. Emergency Procedures: Include the following, as applicable:

1. Instructions on stopping.
2. Shutdown instructions for each type of emergency.
3. Operating instructions for conditions outside normal operating limits.
4. Required sequences for electric or electronic systems.
5. Special operating instructions and procedures.

## 2.4 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
  2. Performance and design criteria if Contractor has delegated design responsibility.
  3. Operating standards.
  4. Operating procedures.
  5. Operating logs.
  6. Wiring diagrams.
  7. Control diagrams.
  8. Piped system diagrams.
  9. Precautions against improper use.
  10. License requirements including inspection and renewal dates.
- B. Descriptions: Include the following:
1. Product name and model number. Use designations for products indicated on Contract Documents.
  2. Manufacturer's name.
  3. Equipment identification with serial number of each component.
  4. Equipment function.
  5. Operating characteristics.
  6. Limiting conditions.
  7. Performance curves.
  8. Engineering data and tests.
  9. Complete nomenclature and number of replacement parts.
- C. Operating Procedures: Include the following, as applicable:
1. Startup procedures.
  2. Equipment or system break-in procedures.
  3. Routine and normal operating instructions.
  4. Regulation and control procedures.
  5. Instructions on stopping.
  6. Normal shutdown instructions.
  7. Seasonal and weekend operating instructions.
  8. Required sequences for electric or electronic systems.
  9. Special operating instructions and procedures.
- D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.



- E. Piped Systems: Diagram piping as installed and identify color-coding where required for identification.

## 2.5 PRODUCT MAINTENANCE MANUALS

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- C. Product Information: Include the following, as applicable:
  - 1. Product name and model number.
  - 2. Manufacturer's name.
  - 3. Color, pattern, and texture.
  - 4. Material and chemical composition.
  - 5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
  - 1. Inspection procedures.
  - 2. Types of cleaning agents to be used and methods of cleaning.
  - 3. List of cleaning agents and methods of cleaning detrimental to product.
  - 4. Schedule for routine cleaning and maintenance.
  - 5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
  - 1. Include procedures to follow and required notifications for warranty claims.

## 2.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent,

and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

- C. **Manufacturers' Maintenance Documentation:** Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
  - 1. Standard maintenance instructions and bulletins.
  - 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
  - 3. Identification and nomenclature of parts and components.
  - 4. List of items recommended to be stocked as spare parts.
  
- D. **Maintenance Procedures:** Include the following information and items that detail essential maintenance procedures:
  - 1. Test and inspection instructions.
  - 2. Troubleshooting guide.
  - 3. Precautions against improper maintenance.
  - 4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
  - 5. Aligning, adjusting, and checking instructions.
  - 6. Demonstration and training video recording, if available.
  
- E. **Maintenance and Service Schedules:** Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
  - 1. **Scheduled Maintenance and Service:** Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
  - 2. **Maintenance and Service Record:** Include manufacturers' forms for recording maintenance.
  
- F. **Spare Parts List and Source Information:** Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
  
- G. **Maintenance Service Contracts:** Include copies of maintenance agreements with name and telephone number of service agent.
  
- H. **Warranties and Bonds:** Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
  - 1. Include procedures to follow and required notifications for warranty claims.

## PART 3 - EXECUTION

### 3.1 MANUAL PREPARATION

- A. **Operation and Maintenance Documentation Directory:** Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.

- B. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- C. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- D. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
  - 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
  - 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- E. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
  - 1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
- F. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.
  - 1. Do not use original project record documents as part of operation and maintenance manuals.
  - 2. Comply with requirements of newly prepared record Drawings in Section 017839 "Project Record Documents."
- G. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

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:
  - 1. Section 017300 "Execution" for final property survey.
  - 2. Section 017700 "Closeout Procedures" for general closeout procedures.
  - 3. 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 of marked-up record prints.
  - 2. Number of Copies: Submit copies of record Drawings as follows:
    - a. Initial Submittal:
      - 1) Submit PDF electronic files of scanned record prints and one of file prints.
      - 2) Submit record digital data files and one set of plots.
      - 3) Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
    - b. Final Submittal:
      - 1) Submit PDF electronic files of scanned record prints and three sets of prints.
      - 2) Print each drawing, whether or not changes and additional information were recorded.
    - c. Final Submittal:
      - 1) Submit record digital data files and three sets of record digital data file plots.
      - 2) Plot each drawing file, whether or not changes and additional information were recorded.

- B. Record Specifications: Submit annotated PDF electronic files of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit annotated PDF electronic files and directories of each submittal.
- D. Reports: Submit written report weekly indicating items incorporated into project record documents concurrent with progress of the Work, including revisions, concealed conditions, field changes, product selections, and other notations incorporated.

## 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 Construction Change Directive.
    - k. Changes made following Architect's written orders.
    - l. Details not on the original Contract Drawings.
    - m. Field records for variable and concealed conditions.
    - n. Record information on the Work that is shown only schematically.
  - 3. Mark the Contract Drawings 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. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect and Construction Manager. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
1. Format: Same digital data software program, version, and operating system as the original Contract Drawings.
  2. Format: Annotated PDF electronic file.
  3. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
  4. Refer instances of uncertainty to Architect for resolution.
  5. Architect will furnish Contractor one set of digital data files of the Contract Drawings for use in recording information.
    - a. See Section 013300 "Submittal Procedures" for requirements related to use of Architect's digital data files.
    - b. Architect will provide data file layer information. Record markups in separate layers.
- C. Newly Prepared Record Drawings: Prepare new Drawings instead of preparing record Drawings where Architect determines that neither the original Contract Drawings nor Shop Drawings are suitable to show actual installation.
1. New Drawings may be required when a Change Order is issued as a result of accepting an alternate, substitution, or other modification.
  2. Consult Architect for proper scale and scope of detailing and notations required to record the actual physical installation and its relation to other construction. Integrate newly prepared record Drawings into record Drawing sets; comply with procedures for formatting, organizing, copying, binding, and submitting.
- D. 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, record Product Data, and record Drawings where applicable.
- B. Format: Submit record Specifications as annotated PDF electronic file.

## 2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
  - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
  - 3. Note related Change Orders, record Specifications, and record Drawings where applicable.
- B. Format: Submit record Product Data as annotated PDF electronic file.
  - 1. Include record Product Data directory organized by Specification Section number and title, electronically linked to each item of record Product Data.

## 2.4 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- B. Format: Submit miscellaneous record submittals as PDF electronic file.
  - 1. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.

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.
- B. Allowances: Furnish demonstration and training instruction time under the Demonstration and Training Allowance as specified in Section 012100 "Allowances."

#### 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.

#### 1.4 CLOSEOUT SUBMITTALS

- A. At completion of training, submit complete training manual(s) for Owner's use in PDF electronic file format on USB flash drive.

#### 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 photographing demonstration and training events similar to those required.
- D. Preinstruction 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 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, through Architect, with at least seven 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. Evaluation: At conclusion of each training module, assess and document each participant's mastery of module by use of an oral performance-based test.
- F. 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 Recording Format: Provide high-quality color video recordings with menu navigation in format acceptable to Engineer.
- C. Narration: Describe scenes on video recording by audio narration by microphone while video recording is recorded. Include description of items being viewed.
- D. Transcript: Provide a transcript of the narration. Display images and running time captured from videotape opposite the corresponding narration segment.
- E. 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 260005 - ELECTRICAL DEMOLITION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Demolition and removal of fire alarm devices.
- B. Related Sections include the following:
  - 1. Division 1 Section “Temporary Facilities and Controls” for temporary construction and environmental-protection measures for selective demolition operations.

#### 1.3 DEFINITIONS

- A. Remove or Demolish: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Detach items from existing construction and deliver them to Owner cleaned, packaged, and ready for reuse.
- C. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

#### 1.4 QUALITY ASSURANCE

- 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 A10.6 and NFPA 241.

#### 1.5 PROJECT CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: It is unknown whether hazardous materials will be encountered in the Work.
  - 1. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Owner will remove hazardous materials under a separate contract.
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
  - 1. Maintain fire-protection facilities in service during selective demolition operations or provide appropriate fire watch.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- B. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.
- C. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.

### 3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems: Maintain services/systems indicated to remain and protect them against damage during selective demolition operations.
  - 1. Comply with requirements for existing services/systems interruptions specified in Division 1 Section “Summary.”

### 3.3 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
  - 1. Comply with requirements for access and protection specified in Division 1 Section “Temporary Facilities and Controls.”

### 3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
  - 1. 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.
  - 2. Maintain adequate ventilation when using cutting torches.
  - 3. Dispose of demolished items and materials promptly.
  
- B. Removed and Salvaged items:
  - 1. Clean salvaged items.
  - 2. Pack or crate items after cleaning. Identify contents of containers.
  - 3. Store items in a secure area until delivery to Owner.
  - 4. Transport items to Owner's storage area designated by Owner.
  - 5. Protect items from damage during transport and storage.
  
- C. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition [and cleaned] and reinstalled in their original locations after selective demolition operations are complete.

### 3.5 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA- approved landfill.
  - 1. Do not allow demolished materials to accumulate on-site.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
  
- B. Burning: Do not burn demolished materials.
  
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

END OF SECTION 260005



## SECTION 260015 - GENERAL CONDITIONS FOR ALL ELECTRICAL WORK

### PART 1 – GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including Conditions of the Contract (General and Supplementary Conditions) and Division 1 specification sections, apply to work of this section.
- B. The requirements of this section apply to all sections of electrical, signal, and life safety, and all sections that are installed by the electrical contractor to include electrical work done under the mechanical contractor.

#### 1.2 DESCRIPTION OF WORK

- A. This section covers the general provisions of the electrical specifications applicable to the following systems:
  - 1. Fire Alarm Systems.
  - 2. Control wiring associated with fire alarm systems and mechanical equipment interface.
- B. The use of the word “electrical” in any specification contained within the electrical, signal, or life safety division sections shall include all aspects of each systems complete install.
- C. The use of the word “life safety” shall refer to all fire alarm, fire protection, and mass notification systems installed by the electrical contractor.
- D. The use of the word “pipe” shall refer to all electrical raceway.

#### 1.3 DRAWINGS

- A. These specifications are accompanied by drawings of the building and details of the installations showing the locations of equipment, lighting, panels, etc. The drawings and these specifications are complementary to each other, and what is called for by one shall be as binding as if called for by both.
- B. Drawings and specification conflicts shall be identified as early as possible to ensure conflict resolution prior to installation. The contractor shall not install any equipment with known conflicts or pending information requests. The contractor shall contact the Engineer of Record or their representative for information clarification prior to installing any item that is in question. The contractor shall not install any equipment that is not consistent with the manufacturers approved installation instructions unless directed by the engineer.
- C. In all cases all installations shall be at least in accordance with all the approved codes and their local amendments. The drawings and specifications may exceed local code allowances and the most stringent applies. The existence or allowance of a practice or product by code

does not supersede requirements of the drawings and specifications. In other words, just because it is allowed by code does not mean that it is allowed on this project.

- D. If any departures from the drawings are deemed necessary by the Contractor, details of such departures and the reasons therefore shall be submitted to the Owner's Representative for approval. No departures shall be made without prior written approval by the Owner's Representative.
- E. There are intricacies of construction which are impractical to specify or indicate in detail; however, in such cases, the current rules of good practice and applicable specifications shall govern. In all cases the requirements specified in the NEC and local jurisdiction shall be followed.
- F. It is the Contractor's responsibility to properly use all information found on the Electrical drawings and applicable shop drawings where such information affects his work. The contractor shall review the entire construction document set both prior to bid and construction.
- G. Any installation that is not in compliance with these requirements shall be corrected at the contractors cost and responsibility.

#### 1.4 BIDDING

- A. The contractor is responsible for bidding complete and working systems. In the event that some part of the system is not included in the construction document or the specifications and it is a necessary part of the system to work properly, the contractor shall include that work as part of the bid amount.
- B. The contractor is not responsible for interpreting additional accessory options that are not included in the drawings or specifications or equipment that is not shown or indicated as part of the entire contract documents or specifications.
- C. The contractor shall review the entire set of specifications and contract documents for all equipment and connections requiring electrical work.
- D. Equipment Substitutions or Proposed Equivalents:
  - 1. Contractor shall submit proposed substitutions or equivalents to the Architect or engineer during the bidding process prior to any final dates for questions as indicated on the bid forms or RFP's and provide a reasonable time to complete to comparison. All changes to the documents indicated a deviation from the specifications or drawings shall be part of the addenda process or written notification from the engineer of record, architect, owner, or a designated representative. Reasonable time for review is minimum one working week. The contractor shall retain the written notification of approval (if not published in an addenda) for purposes of future verification.
  - 2. The contractor is responsible for providing full comparison information for the products to be substituted. Incomplete information is subject to immediate rejection.
  - 3. Bids taken for equipment that is not approved is under the contractor's own risk. Should the equipment be rejected under the post bid submittal process, the contractor is responsible for providing the specified equipment at no cost to the owner.

4. Under no circumstances should the contractor accept bids for non-specified equipment from vendors who do not have prior approval or “speculate” that it will be approved. This is subject to immediate rejection and the specified equipment shall be required to be installed.
5. No response from the owner, or engineer shall not be considered an approval.

## 1.5 CONSTRUCTION REQUIREMENTS

- A. The electrical plans and specifications and other pertinent documents issued by the Architect are a part of these specifications and the accompanying electrical drawings and shall be complied with in every respect. All the above is included in the Contract Documents and shall be examined by all bidders. Failure to comply shall not relieve the Contractor of responsibility or be used as a basis for additional compensation because architectural, structural, or mechanical details were not included in the electrical drawings.
- B. It is the intent of the Contract Documents to provide an installation complete in every respect. In the event that additional details or special construction may be required for work indicated or specified in this section or work specified in other sections, it shall be the responsibility of the Contractor to provide same as well as to provide material and equipment usually furnished with such systems or required to complete the installation, whether mentioned or not.
- C. The Contractor shall be responsible for fitting his material and apparatus into the building and shall carefully lay out his work at the site to conform to the structural conditions, to avoid all obstructions, to comply with Codes, to facilitate the work of other trades, to conform to the details of the installation supplied by the manufacturer of the equipment to be installed, and thereby to provide an integrated satisfactory operating installation.
- D. The electrical and associated drawings are necessarily diagrammatic in character and do not show every connection in detail or every pipe or conduit in its exact location. These details are subject to the requirements of ordinances and also structural and architectural conditions. It shall be the contractor’s responsibility to coordinate with other disciplines to facilitate their equipment installation.
- E. The Contractor shall carefully investigate structural and finish conditions and shall coordinate the separate trades in order to avoid interference between the various phases of work. Work shall be laid out so that it will be concealed in furred chases and above suspended ceilings, etc. in finished portions of the building, unless specifically noted to be exposed. Work shall be installed to avoid crippling of structural members; therefore, inserts to accommodate hangers shall be set before concrete is poured, and proper openings through floor, walls, beams, etc. shall be provided as hereinafter specified or as otherwise indicated or required. All work shall be installed parallel or perpendicular to the lines of the building unless otherwise noted.
- F. Conduit and equipment are generally intended to be installed true and square to the building construction and located as high as possible against the structure in a neat and workmanlike manner. The plans do not show all required offsets, elbows, and other location details. Work shall be concealed in all finished areas. Conduit is intended to be installed with factory fittings or bent in a professional, workmanlike manner.

- G. All parts of equipment requiring adjustment shall be easily accessible. Equipment shall be so located and installed as to permit convenient and safe maintenance and future replacement. The trade furnishing the equipment shall be responsible for notifying the Contractor, who shall notify the Owner's Representative prior to ordering same in the event that equipment specified and/or proposed is incompatible with this requirement.
- H. The Contractor, by submitting a bid on this work, sets forth that he has the necessary technical training and ability, and that he will install his work in a satisfactory and workmanlike manner which is up to the best standards of the trade, complete and in good working order. If any of the requirements of the plans and specifications are impossible of performance, or if the installation when made in accordance with such requirements will not perform satisfactorily, he shall report same to the Owner's Representative for correction promptly after discovery of the discrepancy.
- I. No extra compensation will be allowed for extra work or change caused by failure to comply with the above requirements.

#### 1.6 JOB CONDITIONS

- A. Submittal of bid implies bidder has read paragraphs of the specifications and will be bound by their conditions.
- B. Contractor Qualifications: A minimum of five years' experience installing commercial electrical power lighting and special systems, similar to those described in these specifications, and make available at the owner or engineer's request a list of five previous projects including name of project and contact person names and phone numbers as a separate document in addition to the bid or proposal submitted.
- C. Contractor must be licensed and hold a current contracting license that has been valid for a minimum of five years in the local State.
- D. Contractor must be able to bond work for performance of work being bid and provide a written statement from the bonding agency proposed to be used for this project as a separate document in addition to the bid or proposal submitted. The bonding agency proposed to be used shall have a Best's insurance rating of A or A+.

#### 1.7 INSPECTION OF THE SITE

- A. The Contractor shall visit the site, verifying all existing items indicated on drawings and/or specified, and familiarize himself with the existing work conditions, hazards, grades, actual formations, soil conditions, structures, utilities, equipment, systems, facilities, and local requirements. The submission of bids shall be deemed evidence of such visits. All proposals shall take these existing conditions into consideration, and the lack of specific information shall not relieve the Contractor of any responsibility.

#### 1.8 PERMITS, UTILITY CONNECTIONS, AND INSPECTIONS

- A. Fees and Costs: The contractor shall obtain and pay for all permits, utility connections, utility extensions, and/or relocations and pay all costs required by the utility, including inspection fees, for all work included therein.
- B. Compliance: The Contractor shall comply in every respect with all requirements of local inspection departments, Board of Fire Underwriters, local ordinances and codes, and utility company requirements. In no case does this relieve the Contractor of the responsibility of complying with these specifications and drawings where specified conditions are of a higher quality than the requirements of the above-specified offices. Where requirements of the specifications and drawings are below the requirements of the above offices having jurisdiction, the Contractor shall make installations in compliance with the requirements of the above offices.
- C. Certification: Prior to final acceptance, the Contractor shall furnish a certificate of acceptance from the inspection departments having jurisdiction over the work for any and all work installed under this Contract. Any additional labor costs incurred as a result of a substitution shall be the Contractor's responsibility.

#### 1.9 EXISTING FACILITIES

- A. The Contractor shall be responsible for loss or damage to the existing facilities caused by him and his workmen and shall be responsible for repairing or replacing such loss or damage. The Contractor shall send proper notices, make necessary arrangements, and perform other services required for the care, protection, and in-service maintenance of all electrical and special systems for the new and existing facilities. The Contractor shall erect temporary barricades, with necessary safety devices, as required to protect personnel from injury, removing all such temporary protection upon completion of the work. Barricades shall clearly indicate with signage that which they are protecting. Contractor shall observe all OSHA rules.
- B. Outages of services as required by the new installation will be permitted but only at a time approved by the Owner. The Contractor shall allow the Owner two weeks in order to schedule required outages. The time allowed for outages will not be during normal working hours unless otherwise approved by the Owner. All costs of outages, including overtime charges, shall be included in the contract amount. Unless otherwise scheduled by the Owner, planned shutdowns of the existing facilities shall occur between 6 p.m. Friday through 5 am Monday. The existing building shall be ready for morning start-up by 5 am Monday.

#### 1.10 SUBMITTAL DATA

- A. General: As soon as practical and within 30 days after the date of award of contract and before purchasing or starting installation of any materials or equipment, the Contractor prepare or cause to be prepared shop drawings, product data, materials and equipment lists, diagrams, data, samples, and other submittals as required by the contract documents, hereinafter referred to as "Submittal Data." The Contractor shall review and approve all submittal data for compliance with the contract documents, manufacturer's recommendations, adequacy, clearances, code compliance, safety, and coordination with associated work.

- B. The Contractor shall submit approved submittal data to the Owner's Representative for review and comment as to general conformance with the design concept and general compliance with information given in the contract documents. Owner's Representative's review shall not include review of quantities, dimensions, weights or gauges, fabrication processes, construction methods, coordination with other trades or work, or construction safety and precautions, all of which are the sole responsibility of the Contractor. The reviewers shall make every effort to "catch" discrepancies and identify these to the contractor prior to ordering equipment. However, it shall remain the contractor's responsibility to order and install the equipment as listed in the drawings and specifications. At the owner's representative's discretion a detailed submittal may be required.
- C. Substitutions shall be clearly identified as such in the submittal by a cover sheet indicating that items are different from what is specified or scheduled. It shall be the contractor responsibility to provide complete substitution information so an accurate comparison can be made.
- D. Detail Submittals: Materials and equipment requiring detailed submittal data shall be submitted with sufficient data to indicate that all requirements of the specifications have been met and samples shall be furnished when requested. All manufacturer's data used as part of the submittal shall have all non-applicable features crossed out or deleted in a manner that will clearly indicate exactly what is to be furnished. The detailed submittals shall be accompanied by the same number of sets of pictorial and descriptive data derived from the manufacturer's catalogs and sales literature or incorporated in the shop drawings. The Contractor may provide a detailed submittal on any item even though not required by the Owner's Representative.
- E. The Engineer's review of Shop Drawings and Brochures shall not relieve the Contractor of the responsibility for dimensions, errors that may be contained therein, or deviations from Contract Document requirements. It shall be clearly understood that the Engineer's noting some errors but overlooking others does not grant the Contractor permission to proceed in error. Regardless of any information contained in the Shop Drawings, the requirements of the Contract Documents shall govern and are not waived or superseded in any way by the submittal data review.
- F. The Contractor shall clearly and specifically identify and call to the attention of the Owner's Representative any deviation from the contract documents for which Owner acceptance is desired. The responsibility for such a deviation accepted by the Owner shall remain with the Contractor.
- G. Timeliness: The burden of timeliness in the complete cycle of submittal data is on the Contractor. The Contractor shall allow a minimum of four (4) weeks' time frame for the submittal cycle of each submission by the Owner's Representative. The Contractor is responsible for allowing sufficient time in the construction schedule to cover the aforementioned cycles of data processing, including time for all re-submission cycles on non-conforming materials, equipment, etc. covered by the data submitted. Construction delays and/or lack of timeliness in the above regard are the responsibility of the Contractor and will not justify any request for scheduled construction time extensions or extra compensation.
- H. Work performed in accordance with approved submittal data that is not in accordance with the Contract Documents and did not have the specific acceptance of the Owner's Representative shall be replaced at Contractor's cost.

- I. Submittals shall be provided in the following format:
  1. The submittal brochures shall be in pdf format. The first page shall be titled “ELECTRICAL SUBMITTAL INFORMATION” and shall list the name and location of project, the Owner, the Engineer(s), the General Contractor, and the Subcontractors installing equipment represented in the brochure.
  2. A table of contents will follow the first page and shall list all of the sections contained in the specification manual. Each section will be tabbed and will include its’ respective brochures. All brochures will be three-hole punched and folded (if required). Each submittal section will correspond to the appropriate specification section number.
  3. Provide submittal data for all materials to be used on this project as indicated in each specification manual section.
  4. Brochures submitted shall contain only information which is relevant to the particular equipment or materials to be furnished. Do not submit catalogs that describe several different items other than those items to be used unless all irrelevant information is marked out or relevant information is clearly marked.
  5. Brochures: Brochures submitted to the Engineer shall be published by the Manufacturers and shall contain complete and detailed engineering and dimensional information to show that the equipment will fit into the allotted space.
  6. Any submittal that is disapproved must be resubmitted within two (2) weeks following notification of such disapproval. If no satisfactory material is submitted within the two-week period, the Engineer reserves the right to require the Contractor to furnish items exactly as described in the Contract Documents.
  7. No allowances will be made for submittals which are not made in a timely fashion or which are turned down because they do not meet the specifications. Should delivery problems arise due to the above, affecting the completion time of the project, the Contractor will furnish and install acceptable alternates until the proper materials arrive and then replace the alternate materials with the approved materials, all at no cost to the Owner, Architect, or Engineer. If the Contractor is not able to furnish an acceptable alternate until the proper materials arrive, he will assume all costs for furnishing and installing all alternates as directed by the Engineer.
  8. Submittal shall have the certification information as listed hereafter.
  9. Shop Drawings:
    - a. All shop drawings shall have the certification as listed hereafter.
    - b. Each Shop Drawing shall indicate in the lower right hand corner and each Brochure shall indicate on the front cover the following: Title of the Sheet or Brochure; name and location of the building; names of the Engineer, Contractor, Manufacturer, Supplier, Vendor, etc., the date of submittal; and the date of each correction and revision. So far as is practical, each Shop Drawing and/or Brochure shall bear a cross-reference note to the sheet number or numbers of the Contract Drawings and Specifications showing the same work. Shop Drawings shall be prepared as follows:
      - 1) Shop Drawings: Drawings shall be newly prepared and not reproduced from the Contract Documents, drawn to a scale that can be easily read and shall contain sufficient plans, elevations, sections, and isometrics to describe clearly the items in question. Drawings shall be prepared by a draftsman skilled in this type of work. All equipment layouts and similar Shop Drawings shall be drawn to at least 1/8-inch ‘ 1'-0" scale.
      - 2) All Shop Drawings shall indicate the equipment actually purchased. The elevation, location, support points, load imposed on the structure at support and anchor points, shall be indicated. All beam penetrations and slab

penetrations shall be indicated and sized and shall be coordinated. All Design Drawing space allocations shall be maintained, such as ceiling height, chase walls, equipment room size, etc., unless proper written authorization is required from the Engineer to change them. All associated equipment shall be coordinated and clearly shown on the Shop Drawings.

10. Submittal data for each section must be complete. Partial submittals, or submittals not in the specified format, will be rejected and returned to the Contractor without further review.
- J. All equipment installed on this project shall have local (within 125 miles) representation, local factory-authorized service, and a local stock of repair parts. This requirement is essential and will be strictly reviewed by the Owner's Representative prior to concurrence with the Contractor's approval for all submittals covered by electrical division sections.
- K. Physical Size of Equipment: Space is critical; therefore, equipment of larger sizes than shown, even though of approved manufacturer, will not be acceptable unless it can be demonstrated that ample space exists for proper installation, operation, and maintenance.
- L. These paragraphs related to electrical divisions submittal data rescind, amend, and supersede any provisions to the contrary contained in the Project Manual.

#### 1.11 CERTIFICATION OF SUBMITTAL DATA

- A. The Contractor shall provide the following certification with all submittal data furnished to the Owner's Representative for review and comment.

Project Title:

Description of Submittal Data:

This is to certify that the above-described submittal data has been reviewed and is approved for compliance with the Contract Documents, manufacturer's recommendation, adequacy, clearances, code compliance, safety, and coordination with other trades and/or work except as follows: (list "none" or itemize and explain). In addition, the Contractor shall submit to the Owner's Representative a signed statement from each representative certifying as follows:

EXCEPTIONS:

"I certify that the materials and/or equipment listed below have been personally inspected by the undersigned authorized manufacturer's representative and is properly installed and operating in accordance with the manufacturer's recommendations and are asbestos free."

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Name and Company

#### 1.12 ACCEPTANCE OF MATERIALS AND EQUIPMENT



- A. Owner’s Manual: After the submittals have been accepted the Contractor is requested to include a minimum of three (3) additional copies for insertion in the project’s Owner’s Manuals at the completion of the project.
- B. NOTICE: The Contractor is responsible for providing materials and equipment that conform to the requirements of the project manual in every respect unless a deviation has been “accepted” in writing. Removal of any nonconforming materials and equipment and the replacement with conforming materials and equipment shall be at the Contractor’s sole expense, regardless of when nonconformance was discovered. If the owner or owner’s representative elects to keep the equipment it shall be contractors responsibility to provide any additional connections or services required to make the equipment function as specified or required by the manufacturer. The contractor shall coordinate with other subs for any different material requirements (wire size, breakers, cooling, mounting requirements, etc.).
- C. Approval of materials and equipment shall be based on manufacturer’s published data and shall be tentatively subject to the submission of complete shop drawings which comply with the contract documents. Approval is also dependent upon the existence of adequate and acceptable clearances for entry, servicing, and maintenance.
- D. Approval of materials and equipment under this provision shall not be construed as authorizing any deviations from the specifications, unless the attention of the Owner’s Representative has been directed in writing to the specific deviations. Data submitted shall not contain unrelated information unless all pertinent information is properly identified.

#### 1.13 SHOP DRAWINGS

- A. As soon as practicable after the award of contract and approval of materials and equipment, but prior to installation, complete and detailed shop drawings of the following shall be submitted for review and comment:
  - 1. Fire alarm system.
- B. Work performed without benefit of reviewed and approved shop drawings will not be recommended for payment by the Engineer until such time as the shop drawings are submitted, reviewed, and approved. Any work performed without the benefit of reviewed and approved shop drawings may require removal, relocation, and/or replacement at the Contractors sole expense in order to resolve conflicts between the various systems and provide the performance specified.
- C. All installation of equipment, fixtures, terminal devices, etc. shall be made in accordance with approved composite shop drawings. The Contractor shall modify installation and relocate installed work to provide code clearances, service access, and eliminate conflict with other systems.
- D. Separate and submit shop drawings per building and floor. Do not combine buildings into one submittal.

#### 1.14 SITE OBSERVATION

- A. Site observation by the Engineer, and/or Owner’s Representative is for the express purpose of verifying compliance by the Contractor with the contract documents, and shall not be construed as construction supervision nor indication of approval of the manner or location in which the work is being performed as being a safe practice or place.

#### 1.15 SUPERVISION

- A. In addition to the Superintendent required under the conditions of the contract, each subcontractor shall keep a competent superintendent or foreman on the job at all times.
- B. It shall be the responsibility of each superintendent to study all plans and familiarize himself with the work to be done by other trades. He shall coordinate his work with other trades and, before material is fabricated or installed, make sure that his work will not cause an interference with another trade. Where interferences are encountered, they shall be resolved at the jobsite by the superintendents involved. Where interferences cannot be resolved without major changes to the plans, the matter shall be referred to the Owner’s Representative for comments.

#### 1.16 OPERATION PRIOR TO COMPLETION

- A. When any piece of electrical equipment is operable and it is to the advantage of the Contractor to operate the equipment, he may do so, providing that he properly supervises the operation and has the written permission of the Owner’s Representative to do so. The contractor shall energize the power distribution in a timely manner to facilitate completion of other trades work. Electrical lighting shall be energized after ceiling has been completed. New permanent fixtures shall not be used as temporary under any circumstances. The warranty period shall not commence, however, until such time as the equipment is operated for the beneficial use of the Owner or date of substantial completion, whichever occurs first.
- B. Regardless of whether or not the equipment has or has not been operated, the Contractor shall properly clean the equipment, properly adjust, and complete all deficiency list items before final acceptance by the Owner. The date of acceptance and the start of the warranty may not be the same date.

#### 1.17 MANUFACTURER’S RECOMMENDATIONS

- A. The manufacturer’s published directions shall be followed in the delivery, storage, protection, installation, piping, and wiring of all equipment and material. The Contractor shall promptly notify the Owner’s Representative, in writing, of any conflict between the requirements of the contract documents and the manufacturer’s directions and shall obtain the Owner’s Representative’s comments before proceeding with the work. Should the Contractor perform any such work that does not comply with the manufacturer’s directions or applicable comments from the Owner’s Representative, he shall bear all costs arising in connection with the correction of such deficiencies.

#### 1.18 CHECKING AND TESTING MATERIALS AND/OR EQUIPMENT

- A. Before final acceptance of the work, an authorized representative of the manufacturer of the installed materials and/or equipment shall personally inspect the installation and operation of his materials and/or equipment to determine that it is properly installed and in proper operating order. Testing and checking shall be accomplished during the course of the work where required by work being concealed, and at the completion of the work otherwise.

#### 1.19 OPERATING AND MAINTENANCE INSTRUCTION

- A. The Contractor shall prepare for the owner's manual hereinafter specified complete sets of operating and maintenance instructions, control and interlock diagrams, manuals, parts lists, etc. for each item of equipment. These are to be assembled as hereinafter specified for owner's manual.
- B. In addition, the Contractor shall provide the service of a competent engineer or a technician acceptable to the Owner's Representative to instruct a representative of the Owner in the complete and detailed operation of all equipment and systems. These instructions shall be provided for a period of sufficient duration to fully accomplish the desired results. Upon completion of these instructions, a letter of release will be required, acknowledged by the Owner, stating the dates of instruction and personnel to whom instructions were given.
- C. Additional diagrams, operating instructions, etc. shall be provided as specified hereinafter in the other sections of these specifications.

#### 1.20 MATERIAL AND EQUIPMENT SCHEDULES

- A. Contractor shall refer to both drawings and specification for schedules. Where reference is made to items "scheduled on drawings" or "scheduled in specifications," same shall include schedules contained in both the drawings and the specifications. The Contractor's attention is directed to the various specification sections and drawings for schedules.

#### 1.21 APPLICABLE CODES AND STANDARDS

- A. The installation shall meet the minimum standards prescribed in the latest editions of the following listed codes and standards, which are made a part of these specifications, except as may be hereinafter specifically modified in these specifications and associated drawings.
  - 1. National Fire Protection Association Standards (NFPA):
    - a. NFPA No. 10, Portable Fire Extinguishers
    - b. NFPA No. 54, National Fuel and Gas Code
    - c. NFPA No. 70, National Electrical Code
    - d. NFPA No. 101, Life Safety Code
    - e. NFPA No. 255, Method of Test of Surface Burning Characteristics of Building Materials
  - 2. American National Standards Institute (ANSI):
  - 3. American Society of Mechanical Engineers (ASME): Section IV, V, CSD-1
  - 4. American Society of Testing Materials (ASTM): All applicable manuals and standards.
  - 5. National Electrical Manufacturers' Association (NEMA): All applicable manuals and standards.

6. State Occupational Safety Act: All applicable safety standards.
  7. Occupational Safety and Health ACT (OSHA): National Sanitation Foundation, Standard No. 2
  8. Americans with Disabilities Act, 1990
  9. State jurisdiction Accessibility Standards
  10. American Gas Association (AGA)
  11. Underwriters Laboratories, Inc. (UL)
  12. Applicable State Building Codes (Uniform Building Codes, as amended):
  13. All County codes related to mechanical, electrical, plumbing, and system equipment; piping; conduit; wiring; etc. furnished and installed under these specifications.
  14. All City ordinances related to mechanical, electrical, plumbing, and systems and equipment; piping; conduit; wiring; etc. furnished and installed under these specifications.
  15. Refer to specification sections heretofore bound for additional codes and standards.
- B. All materials and workmanship shall comply with all applicable city, state, and national codes, specifications, and industry standards. All materials shall be listed by the Underwriters Laboratories, Inc. as conforming to its standards and so labeled in every case where such a standard has been established for the particular type of material in question.
- C. The contract documents are intended to comply with the aforementioned rules and regulations; however, some discrepancies may occur. Where such discrepancies occur, the Contractor shall immediately notify the Owner's Representative in writing of said discrepancies and apply for an interpretation. Should the discovery and notification occur after the execution of a contract, any additional work required for compliance with said regulations shall be paid for as covered by Division 1 of these contract documents, providing no work or fabrication of materials has been accomplished in a manner of noncompliance. Should the Contractor fabricate and/or install materials and/or workmanship in such a manner that does not comply with the applicable codes, rules, and regulations, the Contractor who performed such work shall bear all costs arising in correcting these deficiencies to comply with said rules and regulations.

## 1.22 DEFINITIONS

- A. Refer to the condition of the contract for Division 1 for additional requirements regarding definitions.
- B. Where "as required" is used in these specifications or on the drawings, it shall mean "that situations exist that are not necessarily described in detail or indicated that may cause the Contractor certain complications in performing the work described or indicated. These complications entail the normal coordination activities expected of the Contractor where multiple trades are involved and new or existing construction causes deviations to otherwise simplistic approaches to the work to be performed. The term shall not be interpreted to permit an option on the part of the Contractor to achieve the end result."
- C. Where "and/or" is used in these specifications or on the drawings, it shall mean "that situations exist where either one or both conditions occur or are required and shall not be interpreted to permit an option on the part of the Contractor.

- D. Unless specifically indicated otherwise elsewhere in these specifications or on the drawings the word “furnish” or any of its derivatives shall be understood to indicate the purchase, delivery, storage and protection of an item at the job site in a location and manner suitable for use by the recipient who will be responsible for installation of this item. The word “install” or any of its derivatives shall be understood to indicate taking receipt of an item, properly mounting it, and providing the related utilities (electrical, communication, etc.) for proper and complete operation of the item. Installation shall also include calibration, programming and operational testing of said item. The word “provide” or any of its derivatives shall be understood to indicate both furnishing and installing an item.

#### 1.23 SUBSTANTIAL COMPLETION

- A. Refer to Division 1 for additional requirements for substantial completion.
- B. Substantial completion shall be defined as the level of project completion where the owner is ready to occupy the building. The contractor shall have ensured that the fire alarm system is complete and in fully functional working order. This level of completion does not absolve the contractor from the requirements of final inspection or final acceptance. The contractor shall ensure there are no life safety issues unresolved with the project at the time of substantial completion.
- C. All “punch” list items shall have been resolved or shall be identified as pending resolution. Items listed as unresolved shall be either pending information or direction from the owner or owner’s representative or shall be awaiting parts or supplies that are “on order”. The contractor at the owner’s discretion shall produce documentation of the part or supply on order status.

#### 1.24 FINAL INSPECTION

- A. Refer to Division 1 for additional requirements for final inspection.
- B. It shall be the responsibility of the Contractor to personally conduct a careful inspection, assuring himself that the work on the project is ready for final acceptance and developing his own “punchlists,” before calling upon the Owner’s Representative to make a final inspection. Failure of the Contractor to conduct such inspections and provide the Owner’s Representative with a copy of his “punchlists” prior to the final inspection shall be adequate cause for the Owner’s Representative to cancel any Contractor-requested final inspection.
- C. In order not to delay final acceptance of the work, the Contractor shall conduct his own “final inspections” prior to requesting the Owner’s Representative to “final” the project; will have all necessary bonds, guarantees, receipts, affidavits, etc. called for in the various articles of this specification prepared and signed in advance; and together with a letter of transmittal listing each paper included, shall deliver the same to the Owner’s Representative at or before the time of said final inspection. The Contractor is cautioned to check over each bond, receipt, etc. before preparing same for submission to see that the terms check with the requirements of the specifications.
- D. The final inspection will be made jointly by the Owner’s Representative and the Owner.

#### 1.25 REQUIREMENTS FOR FINAL ACCEPTANCE

- A. Requirements for final acceptance shall include but not be limited to the Contractor accomplishing the following:
1. Construction: Complete all construction.
  2. Deficiency Lists: Correct all deficiencies listed at time of Substantial Completion.
  3. Owner's Manual: Submit at least 30 days prior to final acceptance one (1) copy of the owner's manual for the Owner's Representative's review and comments. Following acceptance, prepare three (3) copies of bound and indexed owner's manual, to be delivered at the time of final acceptance, which shall include but not be limited to the following:
    - a. System operating instructions.
    - b. System control drawings.
    - c. System interlock drawings.
    - d. System maintenance instructions.
    - e. Manufacturers', suppliers', and subcontractors' names, addresses, and telephone numbers, both local representatives and manufacturers' service headquarters.
    - f. Equipment operating and maintenance instructions and parts lists.
    - g. Manufacturers' certifications (see Checking and Testing Materials and/or Equipment, this section).
    - h. Contractor's warranty.
    - i. Acceptance certificates of authorities having jurisdiction.
    - j. Log of all tests made during course of work.
    - k. Owner's acknowledgment of receipt of instruction, enumerating items in owner's manual.
    - l. List of manufacturers' guarantees executed by the Contractor.
    - m. Owner's acknowledgment of items of equipment or accessories indicated or specified to be turned over to Owner.
  4. Instructions:
    - a. Verbal, as herein specified.
    - b. Posted, framed under glass or plastic laminated:
      - 1) System operating instructions.
      - 2) System control drawings.
      - 3) System interlock drawings.
  5. Record Drawings: Deliver the specified record drawings to the Owner's Representative.

#### 1.26 RECORD DRAWINGS

- A. The Contractor shall maintain a set of contract drawings at the job site on which he shall indicate the installed locations of all fire alarm devices. These drawings shall be used for reference or construction and shall not leave the field office. Upon completion of the work, the Contractor shall obtain and pay for Mylar's and/or disks (if available as CAD files) of the contract drawings from the Owner's Representative and transfer the above information to these Mylar's to provide "Record Drawings." The above-mentioned prints and "Record Drawings" shall then be delivered to the Owner's Representative. Refer to paragraph entitled "Record Drawings" of the Supplemental General Conditions.

#### 1.27 UNIT PRICING

- A. Refer to Division 1 for unit pricing.

## 1.28 WARRANTY

- A. General: All work performed (including equipment and materials furnished) under the various sections of these specifications shall be 100% warranted, for a period of one (1) year from the date of substantial completion thereof, against defective materials, design, and unauthorized substitution. Upon receipt of note of failure of any part of the guaranteed equipment and/or facilities during the warranty period, the affected part(s) or facilities shall be replaced promptly with new parts, etc. by and at the expense of the Contractor. Further, the Contractor shall properly obtain, execute, and forward any and all manufacturer's warranties on equipment furnished under the Contract. Refer to Division 1 for additional requirements.

## PART 2 - PRODUCTS

### 2.1 MATERIALS AND WORKMANSHIP

- A. All materials, unless otherwise specified, shall be current United States manufacture, new, free from all defects, and of the best quality. Foreign goods specifically approved for use by the Owner's Representative prior to bidding may be furnished.
- B. Materials and equipment shall be installed in accordance with the manufacturer's recommendations and the best standard practice for the type of work involved. All work shall be executed by electricians skilled in their respective trades, and the installations shall present a neat, precise appearance.
- C. The responsibility for the furnishing and intended installation of the proper electrical equipment and/or material as intended rests entirely upon the Contractor. The Contractor shall request advice and supervisory assistance from the representative of specific manufacturers during the installation.

### 2.2 MATERIAL AND EQUIPMENT REQUIREMENTS

- A. Manufacturer's Instructions: The manufacturer's published instructions shall be followed for preparing, assembling, installing, erecting, and cleaning manufacturer materials or equipment, unless otherwise indicated. The Contractor shall promptly notify the Owner's Representative in writing of any conflict between the requirements of the Contract Documents and the manufacturer's direction and shall obtain the clarification of the Owner's Representative before proceeding with the work. Should the Contractor perform any such work that does not comply with the manufacturer's directions or such clarification by the Owner's Representative, he shall bear all costs arising in connection with the correction of the deficiencies.
- B. Storage at Site: The Contractor shall not receive material or equipment at the jobsite until there is suitable space provided to properly protect equipment from rust, drip, humidity, and

dust damage from surrounding work. All new or relocated equipment shall be stored inside or protected from the environment. Equipment that is not properly stored shall be replaced by the contractor at no cost to the owner.

- C. Capacities shall be not less than those indicated and shall be such that no component or system becomes inoperative or is damaged because of startup or other overload conditions.
- D. Conformance to Agency Requirements: Where materials or equipment are specified to be approved, listed, tested, or labeled by the Underwriters Laboratories, Inc., or constructed and/or tested in accordance with the standards as listed in the NEC, the Contractor shall submit proof that the items furnished under this section of the specifications conform to such requirements. The label of the Underwriters Laboratories, Inc. applied to the item will be acceptable as sufficient evidence that the items conform to such requirements.
- E. Nameplates: Each major component of equipment shall have the manufacturer's name, address, and model-identification number embossed on a plate securely attached to the item of equipment. All data on nameplates shall be legible at the time of Final Inspection. All equipment starters and disconnects shall be tagged with the equipment designated mark and circuit.
- F. Protection of Connections: Switches, breaker handles, keys setscrews, handles and other parts not listed for normal occupied operation (light switches, etc.) shall be located accessible to but out of paths to prevent their accidental shutoff.
- G. Verifications of Dimensions: The Contractor shall be responsible for the coordination and proper relation of his work to the building structure and to the work of all trades. The Contractor shall visit the premises and thoroughly familiarize himself with all details of the work and working conditions, to verify all dimensions in the field, and to advise the Owner's Representative of any discrepancy before performing any work. Adjustments to the work required in order to facilitate a coordinated installation shall be made at no additional cost to the Owner, Architect, or Engineer.
- H. Standard Products: Materials and equipment to be provided shall be the standard catalog products of manufacturers regularly engaged in the manufacture of products conforming to these specifications and shall essentially duplicate materials and equipment that have been in satisfactory use at least two years.

### 2.3 SUBSTITUTION OF MATERIALS AND EQUIPMENT

- A. No substitution of materials or equipment herein specified or called for on the drawings will be permitted, except by written permission of the Owner's Representative. Where several makes of equipment or material are mentioned, any item named may be bid upon provided it meets space, capacity specifications, finish, usage (switching, ballasts, similar operation), and looks and functions as what was specified.
- B. Do not submit substitutions that do not match in whole what was specified or scheduled. Deviations from scheduled or specified items are installed at the contractor's risk and are subject to replacement if the owner/engineer deems the product different from the specified item.



- C. If the specified item is no longer available, it is the contractors responsibility to contact the architect/engineer and notify that the item is not available and suggest a suitable substitution that matches in whole the form, function, and appearance of the scheduled or specified item.
- D. Refer to Conditions of the Contract and Division 1 for additional requirements regarding substitutions.

#### 2.4 FLAME SPREAD AND SMOKE DEVELOPED PROPERTIES OF MATERIALS

- A. Plenum cable, conduit, insulation, equipment support and mounting hardware, tapes, adhesives, core materials, jackets, and other materials in concealed locations, including any above-ceiling area, shall have a flame spread rating not over 25 without evidence of continued progressive combustion and a smoke developed rating no higher than 50. Flame spread and smoke developed ratings shall be in accordance with NFPA Standard No. 255.

#### 2.5 SLEEVES, INSERTS, AND FASTENINGS

- A. General: Proper openings through floors, masonry walls, roofs, etc. for the passage of conduits shall be provided. All conduit through floors and walls must pass through sleeves, except conduit that is cast-in-place. Sleeves shall be set in new construction before concrete is poured, as cutting holes through any part of the concrete will not be permitted unless acceptable to the Owner's Representative.
- B. Materials: Sleeves shall be of standard weight galvanized iron pipe, except heavy-gauge galvanized iron sleeves may be utilized in concrete pours where acceptable to the Owner's Representative for size and metal gauge. Sleeves in fittings, grade beams, and where pipes enter or leave the building or pass through concrete or masonry shall be Schedule 40 PVC along the pipe route from the underground installation to the insulating coupling installed above ground.

#### 2.6 CONDITION OF MATERIALS

- A. All materials required for the installation of the electrical systems shall be new and unused. Any material or equipment damaged in transit from the factory, during delivery to premises, while in storage on premises, while being erected and installed, or while being tested, until time of final acceptance, shall be replaced by this Contractor without extra cost to Owner.

### PART 3 - EXECUTION

#### 3.1 HOISTING, SCAFFOLDING, AND TRANSPORTATION

- A. Provide hoisting and scaffolding facilities as required to set materials and equipment in place.

#### 3.2 PROTECTION

- A. The Contractor shall take such precautions as may be necessary to properly protect all materials and equipment from damage from the time of delivery until the completion of work. This shall include the erection of all required temporary shelters and supports to adequately protect any items stored in the open on the site from the weather, the ground and surrounding work; the cribbing of any items above the floor of the construction; and the covering of items in the uncompleted building with tarpaulins or other protective covering. Failure on the part of the Contractor to comply with the above will be sufficient cause for the rejection of the items in question.
- B. The Contractor shall protect existing facilities, the work of others, and the premises from any and all damages that may be made possible by the execution of work.
- C. Equipment and materials shall be protected from rust both before and after installation. Any equipment or materials found in a rusty condition at the time of final inspection must be cleaned of rust and repainted as specified elsewhere in these specifications.

### 3.3 INSTALLATION METHODS

- A. Where to Conceal: All conduits shall be concealed in chases, walls, furred spaces, below suspended floors, or above the ceilings of the building unless otherwise indicated. All concealed conduit shall be run in a professional manner, and parallel or perpendicular to the building lines.
- B. Where to Expose: In mechanical rooms, only where necessary, conduit may be run exposed. All exposed conduit shall be run in the neatest, most inconspicuous manner, and parallel or perpendicular to the building lines. Conduit shall be bent in a manner as to run parallel to other conduits and not cross at angles.
- C. Support: All conduit shall be adequately and properly supported from the building structure by means of hangers or clamps to walls as herein specified.
- D. Maintaining Clearance: Where limited space is available above the ceilings and below concrete beams or other deep projections, conduit shall be sleeved through the projection where it crosses, rather than hung below them, in a manner to provide maximum above-floor clearance. Sleeves shall be as herein specified. Approval shall be obtained from the Owner's Representative for each penetration.
- E. All conduits, etc. shall be cut accurately to measurements established at the building and shall be worked into place without springing or forcing. All conduits run exposed in machinery and equipment rooms shall be installed parallel to the building lines. Conduits in furred ceilings and in other concealed spaces may be run at angles to the construction but shall be neatly grouped and racked indicating good workmanship. All conduit openings shall be kept closed until the systems are closed with final connections.
- F. Special Requirements:
  - 1. The Contractor shall study all construction documents and carefully lay out all work in advance of fabrication and erection in order to meet the requirements of the extremely limited spaces. Where conflicts occur, the Contractor shall meet with all involved trades and the Owner's Representative and resolve the conflict prior to erection of any work in the area involved.

2. All conduit not directly buried in the ground or installed outside shall be considered as “interior.”
3. Prior to the installation of any ceiling material, gypsum, plaster, or acoustical board, the Contractor shall notify the Owner’s Representative so that arrangements can be made for an inspection of the above-ceiling area about to be “sealed off.” The Contractor shall give as much advance notice as possible up to ten (10) working days, but in no case less than five (5) working days.
4. The purpose of this inspection is to verify the completeness and quality of the installation of the electrical systems and any other special above-ceiling systems, such as data, fire alarm, security. The ceiling supports (tee bar or lath) should be in place so that access panel and light fixture locations are identifiable and so that clearances and access provisions may be evaluated.
5. No ceiling material shall be installed until the deficiencies listed from this inspection have been corrected to the satisfaction of the Owner’s Representative.

### 3.4 CUTTING AND PATCHING

- A. General: Cut and patch walls, floors, etc. resulting from work in existing construction or where made necessary by failure to provide proper openings or recesses in new construction.
- B. Methods of Cutting: Openings cut through concrete and masonry shall be made with masonry saws and/or core drills and at such locations acceptable to the Owner’s Representative. Impact-type equipment will not be used except where specifically acceptable to the Owner’s Representative. Openings in concrete for pipes, conduits, outlet boxes, etc. shall be core drilled to exact size. Determine location of embedded conduit and reinforcing bars prior to cutting.
- C. Restoration: All openings shall be restored to “as-new” condition under the appropriate specification section for the materials involved, and shall match remaining surrounding materials and/or finishes.
- D. Masonry: Where openings are cut through masonry walls, provide and install lintels or other structural supports to protect the remaining masonry. Adequate supports shall be provided during the cutting operation to prevent any damage to the masonry occasioned by the operation. All structural members, supports, etc. shall be of the proper size and shape, and shall be installed in a manner acceptable to the Owner’s Representative.
- E. Plaster: All mechanical work in area containing plaster shall be completed prior to the application of the finish plaster coat. Cutting of finish plaster coat will not be permitted.
- F. Weakening: No cutting, boring, or excavating which will weaken the structure shall be undertaken.

### 3.5 SLEEVES, INSERTS, AND FASTENINGS

- A. Sleeves: The minimum clearance between horizontal conduit and sleeve shall be ¼ inch, except that the minimum clearance shall be ½ inch where piping contacts the ground. Sleeves through floors shall extend ¾ inch above the floor; sleeves through walls and

partitions shall be installed flush with exposed surfaces. Sleeves are not required for piping indicated to the cast-in-concrete slabs-on-fill.

- B. Inserts: Suitable concrete inserts for conduit and equipment hangers shall be set and properly located for all conduit and equipment to be suspended from concrete construction.
- C. Fasteners: Fastening of pipes, conduits, etc. in the building shall be as follows:
  - 1. To wood members: by wood screws.
  - 2. To masonry and concrete: by threaded metal inserts, metal expansion screws, or toggle bolts, whichever is appropriate for the particular type of masonry or concrete.
  - 3. To steel: machine screws or welding (when specifically permitted or directed), or bolts.
- D. Weatherproofing: The annular space between a conduit and its sleeve in exterior walls or through floor to below grade shall be filled with polyurethane foam rods 50% greater in diameter than the space as backing and fill material and made watertight with a permanent elastic polysulfide compound. Seal both surfaces of wall or floor with a fire-resistant sealant.

### 3.6 FIRE AND SMOKE PARTITION, WALL, AND/OR FLOOR PENETRATIONS

- A. Conduit passing through fire- or smoke-rated floors, partitions, walls, or other barriers within a UL-listed assembly which shall maintain the rating of the applicable wall, floor, partition, or barrier. Flexible conduit shall not be used in rated walls. Provide connections between “hard” pipe and flexible whips on either side of wall. Fireproof around conduits.
- B. The Contractor shall review the architectural and structural drawings and determine the location of the fire-rated building elements. Where these elements are penetrated, UL-listed fire-rated penetration assemblies approved by the local authority shall be provided in accordance with the manufacturer’s instructions to obtain the required rating.

### 3.7 CONDUIT SUPPORT

- A. Conduit Support: All conduits throughout the building, both horizontal and vertical, shall be adequately supported from the construction to line of grade, with proper provision for expansion, contraction, vibration elimination, and anchorage. Vertical conduits shall be supported from floor lines with riser clamps sized to fit the lines and to adequately support their weight. At the bases of lines, where required for proper support, provide anchor base fittings or other approved supports.
- B. Conduit shall not be supported from any other system.

### 3.8 HANGERS

- A. General: Each hanger shall be properly sized to fit the supported pipe or to fit the outside of the insulation on lines where specified.
- B. Attachment:

1. The load on each hanger and/or insert shall not exceed the safe allowable load for any component of the support system, including the concrete which holds the inserts. Reinforcement at inserts shall be provided as required to develop the strength required.
  2. Where pipes are supported under steel beams, approved-type beam clamps shall be used.
  3. Where conduit is supported under wood joists, hanger rods shall be attached to joists with side beam brackets or angle clips.
- C. Spacing: All hangers shall be so located as to properly support horizontal lines without appreciable sagging of these lines. All PVC shall be supported at intervals recommended by the manufacturer, or as otherwise specified or indicated.
- D. Trapezes: Where multiple lines are run horizontally at the same elevation and grade, they may be supported on trapezes of Kindorf, Elcen, or approved equal, channel-suspended on rods or pipes. Trapeze members including suspension rods shall each be properly sized for the number, size, and loaded weight of the lines they are to support.
- E. Ceiling-Mounted Devices: All lighting and devices or assemblies mounted in lay-in-type ceilings and which are supported by the ceiling grid, directly or indirectly, and which weigh in excess of 2 lbs., shall be provided with at least two 12-gauge minimum wire supports connected securely between the device or assembly and the structure, to serve as a safety support in the event of the collapse of or a disturbance in the support of the ceiling system that might cause the device or assembly to fall through the ceiling. This includes, but is not limited to, light fixtures, J-boxes, and heavy speakers. Provide additional support as required where the weight of the device or assembly will exceed the safe limits of the wire supports.
- F. Perforated strap iron or wire will not be acceptable as hanger material.
- G. Miscellaneous: Provide any other special foundations, hangers, and supports indicated on the drawings, specified elsewhere herein, or required by conditions at the site. Hangers and supporting structures for suspended equipment shall be provided as required to support the load from the building structure in a manner acceptable to the Owner's Representative.

### 3.9 TESTS AND INSPECTIONS

- A. Refer to conditions of the contract and Division 1 for additional requirements regarding tests and inspections.
- B. General: The Contractor shall make all tests deemed necessary by the inspection departments of the authority having jurisdiction, Board of Underwriters, etc. He shall provide all equipment, materials, and labor for making such tests. Fuel and electrical energy for system operational tests following beneficial occupancy by the Owner will be paid for by the Owner.
- C. Other: Additional tests specified hereinafter under the various specification sections shall be made.
- D. Notification: The Owner's Representative shall be notified at his office 36 hours prior to each test and other specifications requirements requiring action on the part of the Owner, Architect, Engineer, and/or Owner's Representative.

- E. Test Logs: All tests which the Contractor conducts shall have pertinent data logged by the Contractor at the time of testing. Data shall include date, time, personnel, description and extent of system tested, test conditions, test results, specified results, and any other pertinent data. Data shall be delivered to the Owner's Representative as specified under "Requirements for Final Acceptance.
- F. Inspections: In general, an inspection by the Owner's Representative shall be required prior to closing up any work and prior to beneficial occupancy or final project completion. The closing up of work includes, but is not limited to, conduit installations prior to backfilling; electrical and fire protection work prior to placement of concrete; or closing up walls and overhead electrical and fire protection work prior to installation of the ceiling.

### 3.10 CLEANING AND PAINTING

- A. The contractor shall at all times keep the premises free from accumulations of waste material or rubbish. Debris shall be removed from the site and from any street or alley adjacent to the site.
- B. Thoroughly clean and touch up the finish on all parts of the materials and equipment. Exposed parts in equipment rooms, and all other spaces except sealed chases and attics shall be thoroughly cleaned of cement, plaster, and other materials, and all oil and grease spots shall be removed. Such surfaces shall be carefully wiped and all cracks and corners scraped out.
- C. Exposed metal work which is not galvanized shall be carefully brushed down with steel brushes to remove rust and other spots and left smooth and clean and then painted with a suitable rust resistant primer. Exposed metal work includes work exterior to the building; exposed in mechanical or electrical equipment rooms and storage rooms; and other areas where occupants could see the work, whether normally occupied or not.
- D. All other painting shall be accomplished under the Painting Section of Division 9 of the specifications.
- E. At completion of the project, the Contractor shall remove all tools, scaffolding, and surplus materials. Contractor shall leave the area "broom clean". Before final acceptance, vacuum all panels, switchboards, starters, and other electrical devices. Wipe clean all fixture lenses and reflectors, all panelboard and switchboard interior and exterior surfaces, being careful to remove all stray paint, construction materials, dust, and particles. Touch-up all marred surfaces to restore existing conditions to those provided by the manufacturer.

### 3.11 DISCHARGE OF WASTES FROM CONSTRUCTION SITE

- A. The Contractor shall comply with all applicable provisions of local, state, and federal laws regarding the discharge of wastes into sewer and waterways. Special caution shall be exercised to prevent the discharge of wastes which contain oil, tar, asphalt, roofing compound, kerosene, gasoline, paint, mud, cement, lime, or other materials which would degrade the water quality of the receiving water course.

### 3.12 OPERATING AND MAINTENANCE MANUAL

- A. The Contractor shall furnish indexed operating and maintenance manuals with complete technical data for each electrical system, piece of equipment, and material installed under this Contract.
- B. The manuals shall be identified on the cover as “Operating and Maintenance Manual” and shall list the name and location of project, the Owner, the Engineers, the General Contractor, and the Subcontractors installing equipment represented in the brochure.
- C. Two (2) copies of the manual, bound in three-ring hardback binders shall be provided. One copy shall be completed and delivered to the Engineer prior to the time that system and equipment tests are performed. The second copy shall be delivered prior to final acceptance. The manual shall have a Table of Contents and shall be grouped in tabbed sections according to the specification sections. Each section shall be organized as follows:
  - 1. Approved engineering submittals with complete performance and technical data.
  - 2. Manufacturer’s local representative and/or distributor’s name and address.
  - 3. Manufacturer’s installation instructions and brochures.
  - 4. Manufacturer’s operating and maintenance brochures.
  - 5. Manufacturer’s installation wiring diagram.
  - 6. Contractor’s field wiring diagram, if different.
  - 7. Manufacturer’s brochure listing recommended spare parts.
  - 8. Manufacturer’s brochure listing replacement part numbers and descriptions.
- D. Provide a final section entitled, “Warranties and Guarantees”, for all equipment as well as Contractor’s warranty.

### 3.13 CONDITIONS OF EQUIPMENT AT FINAL ACCEPTANCE

- A. At the time of acceptance, the Contractor shall have inspected all installed systems to assure the following has been completed:
  - 1. Fixtures are operating, and lenses and reflectors are free of dust, debris, and fingerprints.
  - 2. Panelboards have all conductors neatly formed, bundled, and made-up tight. Cans shall be vacuum cleaned and surfaces cleaned of stray paint, dust, grease, and fingerprints. All circuit directories to be neatly typed and in place.
  - 3. Wall plates and exposed switch and receptacle parts to be clean, free of paint, plaster, etc.
  - 4. Safety and disconnect switches and motor starters to be vacuum cleaned of debris and dust, and all surfaces free of stray paint, grease, and fingerprints.
  - 5. Switchgear, transformers, and system devices shall be cleaned internally and externally and have all surfaces restored to original surface conditions.
  - 6. Touch-up all scratched surfaces using paint matching the existing equipment paint. Where paint cannot be matched, the entire surface shall be repainted in a color and manner approved by the Engineer.

END OF SECTION 260015

## SECTION 260050 - BASIC ELECTRICAL MATERIALS AND METHODS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes the following:
  1. Raceways.
  2. Building wire and connectors.
  3. Supporting devices for electrical components.
  4. Cutting and patching for electrical construction.
  5. Touchup painting.

#### 1.3 DEFINITIONS

- A. EMT: Electrical metallic tubing.
- B. FMC: Flexible metal conduit.
- C. IMC: Intermediate metal conduit.
- D. LFMC: Liquidtight flexible metal conduit.
- E. RNC: Rigid nonmetallic conduit.

#### 1.4 SUBMITTALS

- A. Submittals not required.

#### 1.5 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.

#### 1.6 COORDINATION



- A. Coordinate chases, slots, inserts, sleeves, and openings with general construction work and arrange in building structure during progress of construction to facilitate the electrical installations that follow:
  - 1. Set inserts and sleeves in poured-in-place concrete, masonry work, and other structural components as they are constructed.
- B. Sequence, coordinate, and integrate installing electrical materials and equipment for efficient flow of the Work. Coordinate installing large equipment requiring positioning before closing in the building.
- C. Coordinate electrical service connections to components furnished by utility companies.
  - 1. Coordinate installation and connection of exterior underground and overhead utilities and services, including provision for electricity-metering components.
  - 2. Comply with requirements of authorities having jurisdiction and of utility company providing electrical power and other services.
- D. Coordinate location of access panels and doors for electrical items that are concealed by finished surfaces. Access doors and panels are specified in Division 8 Section “Access Doors.”
- E. Where electrical identification devices are applied to field-finished surfaces, coordinate installation of identification devices with completion of finished surface.
- F. Where electrical identification markings and devices will be concealed by acoustical ceilings and similar finishes, coordinate installation of these items before ceiling installation.

## PART 2 - PRODUCTS

### 2.1 RACEWAYS

- A. See Section “Raceways and Boxes.”

### 2.2 CONDUCTORS

- A. See Section “Conductors and Cables.”

### 2.3 SUPPORTING DEVICES

- A. Material: Cold-formed steel, with corrosion-resistant coating acceptable to authorities having jurisdiction.
- B. Metal items for Use Outdoors or in Damp Locations: Hot-dip galvanized steel.
- C. Slotted-Steel Channel Supports: Flange edges turned toward web, and 9/16-inch- diameter slotted holes at a maximum of 2 inches o.c., in webs.

- D. Nonmetallic Channel and Angle Systems: Structural-grade, factory-formed, glass-fiber-resin channels and angles with 9/16-inch- diameter holes at a maximum of 8 inches o.c., in at least one surface.
  - 1. Fittings and Accessories: Products of the same manufacturer as channels and angles.
  - 2. Fittings and Accessory Materials: Same as channels and angles, except metal items may be stainless steel.
- E. Raceways and Cable Supports: Manufactured clevis hangers, riser clamps, straps, threaded C-clamps with retainers, ceiling trapeze hangers, wall brackets, and spring-steel clamps or click-type hangers.
- F. Pipe Sleeves: ASTM A 53, Type E, Grade A, Schedule 40, galvanized steel, plain ends.
- G. Expansion Anchors: Carbon-steel wedge or sleeve type.
- H. Toggle Bolts: All-steel springhead type.

#### 2.4 TOUCHUP PAINT

- A. For Equipment: Equipment manufacturer’s paint selected to match installed equipment finish.
- B. Galvanized Surfaces: Zinc-rich paint recommended by item manufacturer.

### PART 3 - EXECUTION

#### 3.1 ELECTRICAL EQUIPMENT INSTALLATION

- A. Headroom Maintenance: If mounting heights or other location criteria are not indicated, arrange and install components and equipment to provide the maximum possible headroom.
- B. Materials and Components: Install level, plumb, and parallel and perpendicular to other building systems and components, unless otherwise indicated.
- C. Equipment: Install to facilitate service, maintenance, and repair or replacement of components. Connect for ease of disconnecting, with minimum interference with other installations.
- D. Right of Way: Give to raceways and piping systems installed at a required slope.
- E. Mount all non-wall mounted equipment minimum of:
  - 1. Two (2) inches off the wall for switchboards, free standing distribution boards, disconnects, panels and all other non-vibrating equipment.
  - 2. Minimum of four (4) inches for vibrating equipment to include transformers.

#### 3.2 ELECTRICAL SUPPORTING DEVICE APPLICATION

- A. Damp Locations and Outdoors: Hot-dip galvanized materials or nonmetallic, U-channel system components.
- B. Dry Locations: Steel materials.
- C. Support Clamps for PVC Raceways: Click-type clamp system.
- D. Selection of Supports: Comply with manufacturer's written instructions.
- E. Strength of Supports: Adequate to carry present and future loads, times a safety factor of at least four; minimum of 200-lb design load.

### 3.3 SUPPORT INSTALLATION

- A. Install support devices to securely and permanently fasten and support electrical components. Supports for electrical raceways, boxes, equipment, fire alarm / public address / data / special system(s) / other low-voltage enclosures, and other entities encompassing wiring or devices of any voltage shall be connected to a recognized structural element. [Note: For purposes of MEP work, ceiling grid shall NOT be considered a structural element unless prior written approval is given by Engineer on a case-by-cases basis.]
- B. Install individual and multiple raceway hangers and riser clamps to support raceways. Provide U-bolts, clamps, attachments, and other hardware necessary for hanger assemblies and for securing hanger rods and conduits.
- C. Support parallel runs of horizontal raceways together on trapeze- or bracket-type hangers.
- D. Size supports for multiple raceway installations so capacity can be increased by a 25 percent minimum in the future.
- E. Support individual horizontal raceways with separate, malleable-iron pipe hangers or clamps.
- F. Install ¼-inch-diameter or larger threaded steel hanger rods, unless otherwise indicated.
- G. Spring-steel fasteners specifically designed for supporting single conduits or tubing may be used instead of malleable-iron hangers for 1½ inch and smaller raceways serving lighting and receptacle branch circuits above suspended ceilings and for fastening raceways to slotted channel and angle supports.
- H. Arrange supports in vertical runs so the weight of raceways and enclosed conductors is carried entirely by raceway supports, with no weight load on raceway terminals.
- I. Simultaneously install vertical conductor supports with conductors.
- J. Separately support cast boxes that are threaded to raceways and used for fixture support. Support sheet-metal boxes directly from the building structure or by bar hangers. If bar hangers are used for alignment, attach bar to raceways on opposite sides of the box and support the raceway with an approved fastener not more than 24 inches from the box. Support the box and raceway from structural supports.

- K. Install metal channel racks for mounting cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices unless components are mounted directly to structural elements of adequate strength.
- L. Where exterior electrical equipment is mounted on unistrut racks and the top of the mounted equipment is taller than 60” above the mounting surface, provide rear triangular support for unistrut rack angled 30 degrees connected 2/3 way up the rack and mounted to the same structure as the unistrut rack. If mounting on a roof assembly support for the rear support shall go through the roof at 90 degrees.
- M. Install sleeves for cable and raceway penetrations of concrete slabs and walls. Install sleeves for cable and raceway penetrations of masonry and fire-rated gypsum walls and of all other fire-rated floor and wall assemblies. Install sleeves during erection of concrete and masonry walls.
  - 1. Exception: Sleeves are not required for core-drilled penetrations where the hole is the same size as the outer conduit dimension. Tape or wrap conduit in contact with the concrete and firecaulk as required to maintain fire rating.
- N. Provide x-ray scans for all penetrations through concrete floors that are post tension.
- O. Securely fasten electrical items and their supports to the building structure, unless otherwise indicated. Perform fastening according to the following unless other fastening methods are indicated:
  - 1. Wood: Fasten with wood screws or screw-type nails.
  - 2. Masonry: Toggle bolts on hollow masonry units and expansion bolts on solid masonry units.
  - 3. New Concrete: Concrete inserts with machine screws and bolts.
  - 4. Existing Concrete: Expansion bolts.
  - 5. Steel: Welded threaded studs or spring-tension clamps on steel.
    - a. Field Welding: Comply with AWS D1.1.
  - 6. Welding to steel structure may be used only for threaded studs, not for conduits, pipe straps, or other items.
  - 7. Light Steel: Sheet-metal screws.
  - 8. Fasteners: Select so the load applied to each fastener does not exceed 25 percent of its proof-test load.

### 3.4 FIRESTOPPING

- A. Apply firestopping to cable and raceway penetrations of fire-rated floor and wall assemblies to achieve fire-resistance rating of the assembly. Firestopping materials and installation requirements are specified in Division 7 Section “Firestopping.”

### 3.5 CUTTING AND PATCHING

- A. Cut, channel, chase, and drill floors, walls, partitions, ceilings, and other surfaces required to permit electrical installations. Perform cutting by skilled mechanics of trades involved.
- B. Repair and refinish disturbed finish materials and other surfaces to match adjacent undisturbed surfaces. Install new fireproofing where existing firestopping has been

disturbed. Repair and refinish materials and other surfaces by skilled mechanics of trades involved.

### 3.6 FIELD QUALITY CONTROL

- A. Inspect installed components for damage and faulty work, including the following:
  - 1. Raceways.
  - 2. Building wire and connectors.
  - 3. Supporting devices for electrical components.
  - 4. Electrical identification.
  - 5. Electricity-metering components.
  - 6. Concrete bases.
  - 7. Electrical demolition.
  - 8. Cutting and patching for electrical construction.
  - 9. Touchup painting.

### 3.7 REFINISHING AND TOUCHUP PAINTING

- A. Refinish and touch up paint. Paint materials and application requirements are specified in Division 9 Section “Painting.”
  - 1. Clean damaged and disturbed areas and apply primer, intermediate, and finish coats to suit the degree of damage at each location.
  - 2. Follow paint manufacturer’s written instructions for surface preparation and for timing and application of successive coats.
  - 3. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
  - 4. Repair damage to PVC or paint finishes with matching touchup coating recommended by manufacturer.

### 3.8 CLEANING AND PROTECTION

- A. On completion of installation, including outlets, fittings, and devices, inspect exposed finish. Remove burrs, dirt, paint spots, and construction debris.
- B. Protect equipment and installations and maintain conditions to ensure that coatings, finishes, and cabinets are without damage or deterioration at time of Substantial Completion.

END OF SECTION 260050

## SECTION 260533 - RACEWAYS AND BOXES

### 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 raceways, fittings, boxes, enclosures, and cabinets for electrical wiring.
- B. Related Sections include the following:
  - 1. Section “Basic Electrical Materials and Methods” for supports, anchors, and identification products.

#### 1.3 SUBMITTALS

- A. Submittals not required.

#### 1.4 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.

#### 1.5 COORDINATION

- A. Coordinate layout and installation of raceways, boxes, enclosures, cabinets, and suspension system with other construction that penetrates ceilings or is supported by them, including light fixtures, HVAC equipment, fire-suppression system, and partition assemblies.

### 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. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the manufacturers specified.
2. Refer to 3.1, RACEWAY APPLICATION, for materials to be used.

## 2.2 METAL CONDUIT AND TUBING

- A. Available Manufacturers:
  1. AFC Cable Systems, Inc.
  2. Alflex, Inc.
  3. Anamet Electrical, Inc.; Anaconda Metal Hose.
  4. Electri-Flex Co.
  5. Grinnell Co./Tyco International; Allied Tube and Conduit Div.
  6. Republic Conduit.
  7. Manhattan/CDT/Cole-Flex.
  8. O-Z Gedney; Unit of General Signal.
  9. Wheatland Tube Co.
  10. Perma-Cote
  11. Plasti Bond
  12. KorKap
- B. Rigid Steel Conduit: ANSI C80.1.
- C. IMC: ANSI C80.6.
- D. PVC--Coated Steel Conduit and Fittings: UL514b NEMA RN 1.
- E. PVC- Coated IMC and Fittings: ETL PVC-001 NEMA RN 1 UL6.
- F. EMT: ANSI C80.3.
- G. FMC: Zinc-coated steel. Non UL listed FMC is not allowed for any line voltage (greater than 70V) system.
- H. LFMC: Flexible steel conduit with PVC jacket.
- I. Fittings: NEMA FB 1; compatible with conduit and tubing materials. Provide fittings factory matched with conduit types.
  1. Indoor Fittings: Steel Set Screw or Steel Compression
  2. Outdoor Fittings: Threaded fittings on IMC or Rigid Conduit
  3. Outdoor Fittings: Compression fittings with gaskets on all transitions to flexible conduit.
  4. Die cast fittings are not acceptable anywhere.
  5. Provide factory fittings with MC cable where allowed.
  6. EMT crimp type fittings are not acceptable.

## 2.3 NONMETALLIC CONDUIT AND TUBING

- A. Available Manufacturers:

1. American International.
  2. Anamet Electrical, Inc.; Anaconda Metal Hose.
  3. Amco Corp.
  4. Cantex, Inc.
  5. Certainteed Corp.; Pipe & Plastics Group.
  6. Condux International.
  7. ElecSYS, Inc.
  8. Electri-Flex Co.
  9. Lamson & Sessions; Carlon Electrical Products.
  10. Manhattan/CDT/Cole-Flex.
  11. RACO; Division of Hubbell, Inc.
  12. Thomas & Betts Corporation.
- B. ENT: NEMA TC 13.
- C. RNC: NEMA TC 2, Schedule 40 and Schedule 80 PVC.
- D. LFNC: UL 1660.
- E. Fittings: NEMA TC 3; match to conduit or tubing type and material. Provide fittings factory matched with conduit types.
1. Indoor/Outdoor Fittings: Compression.
  2. Outdoor Fittings: Compression fittings with gaskets on all transitions to flexible conduit.

## 2.4 BOXES, ENCLOSURES, AND CABINETS

- A. Available Manufacturers:
1. Cooper Crouse-Hinds; Div. of Cooper Industries, Inc.
  2. Emerson/General Signal; Appleton Electric Company.
  3. Erickson Electrical Equipment Co.
  4. Hoffman.
  5. Hubbell, Inc.; Killark Electric Manufacturing Co.
  6. O-Z/ Gedney; Unit of General Signal.
  7. RACO; Division of Hubbell, Inc.
  8. Stahlin
  9. Scott Fetzer Co.; Adalet-PLM Division.
  10. Spring City Electrical Manufacturing Co.
  11. Thomas & Betts Corporation.
  12. Walker Systems, Inc.; Wiremold Company (The).
  13. Woodhead, Daniel Company; Woodhead Industries, Inc. Subsidiary.
- B. Sheet Metal Outlet and Device Boxes: NEMA OS 1.
- C. Cast-Metal Outlet and Device Boxes: NEMA FB 1, Type FD, with gasketed cover.
- D. Nonmetallic Outlet and Device Boxes: NEMA OS 2.
- E. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.



- F. Cast-Metal Pull and Junction Boxes: NEMA FB 1, cast aluminum with gasketed cover.

## 2.5 FACTORY FINISHES

- A. Finish: For raceway, enclosure, or cabinet components, provide manufacturer's standard prime-coat finish ready for field painting.
- B. Finish: For raceway, enclosure, or cabinet components, provide manufacturer's standard paint applied to factory-assembled surface raceways, enclosures, and cabinets before shipping.

## PART 3 - EXECUTION

### 3.1 RACEWAY APPLICATION

- A. Indoors:
  - 1. Exposed in Mechanical/Electrical/Unfinished Spaces: EMT.
  - 2. Exposed in Finished Spaces: Metal Surface Raceway painted/finished to match space finishes.
  - 3. Concealed: EMT.
  - 4. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC; except use LFNC in damp or wet locations or with water equipment.
  - 5. Damp or Wet Locations: Sealed EMT with sealed fittings.
  - 6. Underfloor: Sealed EMT with sealed fittings or IMC.
  - 7. Boxes and Enclosures: NEMA 250, Type 1, except as follows:
    - a. Damp or Wet Locations: NEMA 250, Type 4, nonmetallic.
- B. Minimum Raceway Size: 1/2-inch for single 20A or less circuits; otherwise, 3/4-inch trade size.
- C. Raceway Fittings: Compatible with raceways and suitable for use and location.
  - 1. Intermediate Steel Conduit: Use threaded rigid steel conduit fittings, unless otherwise indicated.
  - 2. PVC Externally Coated, Rigid Steel Conduits: Use only fittings approved for use with that material. Patch all nicks and scrapes in PVC coating using the manufacturer's PVC touch up compound after installing conduits.
- D. Install nonferrous conduit or tubing for circuits operating above 60 Hz.
- E. Aluminum conduit will not be accepted on this project.

### 3.2 INSTALLATION

- A. Conduit Routing:
  - 1. All branch circuit conduit shall be run overhead unless specifically directed by the engineer.

- a. Exceptions:
    - 1) Conduit to floor boxes.
    - 2) Conduit to locations otherwise inaccessible overhead (exposed or not).
    - 3) Conduit to exterior slab locations without overhead cover.
    - 4) Conduit to column mounted lighting, devices, or equipment inaccessible from above.
  2. Panel feeder conduits may be run in the floor or underfloor ONLY IF indicated on the drawings or directed by the engineer.
  3. Service secondary conduits may be run underfloor or in-ground.
  4. Conduit for exterior equipment or lighting may be run underfloor or in-ground.
  5. All conduit serving any equipment or devices (to include panels, transformers, and switchboards, or any other electrical distribution equipment) within the perimeter of the building shall be run within the perimeter of the building. Conduit shall not run across courtyards or underground from one section of the building to another section of the contiguous building.
    - a. Exception: Service entrance conduit.
  6. All conduit shall be run at right angles or parallel to the building lines to the limits that the structure will allow. Raceways shall not be run diagonal or curved.
- B. Installation of the PVC Coated Conduit System shall be performed in accordance with the Manufacturer's Installation Manual. To assure correct installation, the installer shall be certified by Manufacturer to install coated conduit
- C. 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.
- D. Install raceways as high as possible and coordinate installation with other equipment.
- E. Install raceways to equipment mounted on the floor away from walls from overhead down to the equipment or disconnects. Do not run across the floor creating a tripping hazard. Rack support conduit at the disconnect.
- F. Provide clear access to all pull and j-boxes. Provide access doors over hard (non-lay-in ceilings) to all pull boxes. Minimum access required 1.5x (times) box cover size or 18 inches.
- G. Label all j-box and pull box covers with circuits contained within box.
- H. Under no circumstances shall power and data or any signal below 50V be shared in the same raceway, tray, channel, or sleeve.
- I. Install raceways for power conductors (any conductor over 50V) 12 inches from any signal/communications conductor (data, fiber optics, telephone, fire alarm, PA, community antenna and radio distribution (CATV), low power or network powered broadband communications, systems controls, and any other system operating under 50V) not in conduit on J-hooks.
- J. Install raceways for power conductors (any conductor over 50V) 12 inches from communications raceways. Communications raceways include; data, fiber optics, telephone, fire alarm, PA, community antenna and radio distribution (CATV), low power or network

- powered broadband communications, systems controls, and any other system operating under 50V.
1. Exception: Data and power raceways shall be permitted to be 2 inches apart only at the wall drop to the devices. Above the ceiling or overhead the minimum 12 inch spacing shall be maintained.
  2. Exception: Listed dual channel power poles
  3. Exception: Within the surface raceways. When not within the surface raceway, the power and communications raceways shall be 12 inches apart.
  4. Underground: Data and power conduit/raceway shall be allowed in the same trench only if specifically allowed by the engineer and then there shall be a minimum of 12 inches of fill between the power and communications raceways. Magnetic marking tape shall be placed above the level of the highest (closest to grade) raceway.
- K. Complete raceway installation before starting conductor installation.
- L. Support raceways as specified in Section “Basic Electrical Materials and Methods.”
- M. Install temporary closures to prevent foreign matter from entering raceways during construction. Remove prior to completion of conduit.
- N. Sleeves: Provide metallic raceway sleeves through walls or floors for all conductors/cabling not in raceways. Provide bushings at both ends of sleeves prior to installing any conductors or wiring. Firestop as per opening fire rating requirements.
- O. Protect stub-ups from damage where conduits rise through floor slabs. Arrange so curved portions of bends are not visible above the finished slab.
- P. Make bends and offsets so ID is not reduced. Keep legs of bends in the same plane and keep straight legs of offsets parallel, unless otherwise indicated.
- Q. Firestop: Firestop all raceway penetrations in rated walls. Provide intumescent fill in all sleeve openings. Contractor shall be responsible for all wall repair and damage. Excessive firestop for holes too large ( $\frac{1}{2}$  inch beyond the edge of the raceway) is unacceptable. Holes shall be repaired with suitable wall materials to maintain the integrity of the wall construction.
- R. Cut openings in walls as per the outer edges of the raceway. Openings made with hammers or other wall damaging tools are not acceptable. Holes too large ( $\frac{1}{2}$  inch beyond the edge of the raceway) are unacceptable and shall be repaired with suitable wall materials to maintain the integrity of the wall construction. Contractor shall be responsible for repair to match existing.
- S. Provide manufactured elbows of conduit type specified for PVC raceways. Field constructed elbows are not allowed. Rigid Non-metallic tubing shall not have any field fabricated 90 degree bends. Provide manufactured elbows at all 90 degree changes in direction.
- T. Conceal conduit and EMT within finished walls, ceilings, and floors, unless otherwise indicated.
1. Install concealed raceways with a minimum of bends in the shortest practical distance, considering type of building construction and obstructions, unless otherwise indicated.

- U. Expansion Joints: Provide flexible connections suitable for use with conduit type for all conduit in structural expansion joints or independent slabs that are within another structural assembly.
- V. Raceways Through Slabs to Interior Spaces: Install where practical and leave at least 2 inches from any walls unless required to come up in the wall. Coordinate with grade or perimeter beams prior to installation.
  - 1. Secure raceways to concrete with conduit clamps.
  - 2. Change from nonmetallic raceways to rigid steel conduit or IMC before rising above the floor.
    - a. Exception: Raceways from below grade into transformers and switchgear enclosures shall be RNC with bushings.
    - b. Exception: Raceways from below grade for telephone boards and data/signal equipment shall be RNC with bushings.
  - 3. Tape conduit from minimum 3 inches below transition to 3 inches above the floor so that no portion of the rigid steel conduit or IMC is in contact with the concrete.
- W. Raceways Through Floors: Install where practical and leave at least 2 inches from any walls. Coordinate with grade or perimeter beams prior to installation.
  - 1. Secure raceways to concrete with conduit clamps.
  - 2. Provide sleeve seals for conduit penetrations through floors. Provide firestopping at all floor penetrations.
- X. Install ALL exposed raceways parallel or at right angles to nearby surfaces or structural members and follow surface contours as much as possible.
  - 1. Run parallel or banked raceways together on common supports.
  - 2. Make parallel bends in parallel or banked runs. Use factory elbows only where elbows can be installed parallel; otherwise, provide field bends for parallel raceways.
  - 3. Install conduit as high as possible.
  - 4. Flexible cable or raceway for general circuiting is allowed exposed in mechanical or electrical spaces only. Not allowed in finished spaces.
    - a. Exception: As equipment connection only.
- Y. Join raceways with fittings designed and approved for that purpose and make joints tight.
  - 1. Use insulating bushings to protect conductors.
- Z. Tighten set screws of threadless fittings with suitable tools.
- AA. Terminations:
  - 1. Where raceways are terminated with locknuts and bushings, align raceways to enter squarely and install locknuts with dished part against box. Use two locknuts, one inside and one outside box.
  - 2. Where raceways are terminated with threaded hubs, screw raceways or fittings tightly into hub so end bears against wire protection shoulder. Where chase nipples are used, align raceways so coupling is square to box; tighten chase nipple so no threads are exposed.
- BB. Install pull tape/wires in empty raceways.
  - 1. For raceways under 2 inches and under less than 100 feet, 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.

2. Raceways under 2 inches and over 100 feet without intermediate pull boxes, provide mule tape. With intermediate pull boxes use pull wire.
  3. For raceways over 2 inches and use mule tape.
  4. Sleeves under 36 inches do not require pull tape/wire.
- CC. Flexible Connections: Use maximum of 72 inches of flexible conduit for recessed and semi-recessed lighting fixtures if not using MC Cable for lighting whips; for equipment subject to vibration, noise transmission, or movement, and for all motors indoors of non-water operating equipment. Use LFNC in damp or wet locations or to any water operating equipment. Install separate ground conductor across flexible connections.
- DD. Prime and Paint exposed conduit in finished spaces, unless pre-painted surface raceways is provided, as per owner/architect. Provide with paintable surface.
- EE. Install hinged-cover enclosures and cabinets plumb. Support at each corner.
- FF. Cap all un-used/spare conduits. Does not include sleeves.
- GG. Wireways or gutters above panelboards, switchboards, distribution boards, or any other circuit distributing panel shall not be wider than 1.5x (times) the width of the panel or panels if adjoining.
- HH. Under no circumstances shall wireways, pull boxes, or gutters wrap the room and be used as a channel for circuits, unless specifically called out by the engineer or per manufacturers shop drawings.

### 3.3 PROTECTION

- A. Provide final protection and maintain conditions that ensure coatings, finishes, and cabinets are without damage or deterioration at time of Substantial Completion.
1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
  2. Repair damage to PVC or paint finishes with matching touchup coating recommended by manufacturer.
  3. Provide cover over conduits during storage to prevent dirt and debris from entering conduits during storage.

### 3.4 CLEANING

- A. After completing installation of exposed, factory-finished raceways and boxes, inspect exposed finishes and repair damaged finishes.
- B. Remove debris from conduits prior to capping any spare conduits.
- C. Blow-out empty conduits that are future spares in any exterior or underground installation prior to capping.

END OF SECTION 260533

## SECTION 283000 - FIRE ALARM

### 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 SCOPE

- A. The scope of this project is to replace all detection and indicating devices for the facility. The existing system is a Silent Knight 6820 and the existing control panel shall remain. All new devices shall be compatible with the existing system and Honeywell software updates for the duration of the serviceability of the existing control panel.
- B. The scope of work is to install a complete operational licensed fully addressable manual fire alarm system with pull stations at all exits, visual devices in all common and multi-use spaces.
- C. Fire alarm provider shall compute all devices requirements and provide expansion panels as required. Contractor shall coordinate power for any expansion panels with electrical contractor and provide 120V circuits as required. Contractor shall bid a complete and working system. Refer to specifications for devices and locations in addition to the floor plan drawings. The contractor shall be responsible prior to bid for a price for a complete system to include; manual stations, detectors, signal equipment, controls, expansion panels, and devices. The drawings are schematic in nature and include approximate locations of devices. The fire alarm contractor shall coordinate the exact location of the visual signaling device in accordance with the candela of the installed devices.
- D. Provide expansion panels or NAC panels to supply additional signal or initiating circuits for a complete system.

#### 1.3 SUMMARY

- A. This Section includes fire alarm systems with manual stations, detectors, signal equipment, controls, and devices.

#### 1.4 DEFINITIONS

- A. FACP: Fire alarm control panel.
- B. LED: Light-emitting diode.
- C. Definitions in NFPA 72 apply to fire alarm terms used in this Section.

#### 1.5 SYSTEM DESCRIPTION

- A. A full system test/inspection shall be provided by the fire alarm Contractor for a period of one (1) year as a part of the contract.
- B. The system as described shall be installed, programmed, tested and delivered to the Owner complete and in fully operational condition. The system shall include all necessary hardware, software, raceways and interconnecting wiring to accomplish the requirements of this specification and the Contract Drawings.

## 1.6 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: Show details of graphic annunciator.
  - 1. Wiring Diagrams: Detail wiring and differentiate between manufacturer-installed and field-installed wiring. Include diagrams for equipment and for system with all terminals and interconnections identified.
  - 2. Battery: Sizing calculations.
  - 3. Floor Plans: Indicate final outlet locations and routings of raceway connections.
  - 4. Device Address List: Coordinate with final system programming.
  - 5. System Operation Description: Detailed description for this Project, including method of operation and supervision of each type of circuit and sequence of operations for manually and automatically initiated system inputs and outputs. Manufacturer's standard descriptions for generic systems are not acceptable.
- C. Product Certificates: Signed by manufacturers of system components certifying that products furnished comply with requirements.
- D. Installer Certificates: Signed by manufacturer certifying that installers comply with requirements.
- E. Field Test Reports: Indicate and interpret test results for compliance with performance requirements. Comply with NFPA 72.
- F. Maintenance Data: For fire alarm systems to include in maintenance manuals specified in Division 1. Comply with NFPA 72.
- G. Submissions to Authorities Having Jurisdiction: In addition to distribution requirements for Submittals specified in Section "Submittals," make an identical submission to authorities having jurisdiction. Include copies of annotated Contract Drawings as needed to depict component locations to facilitate review. Resubmit if required to make clarifications or revisions to obtain approval. On receipt of comments from authorities having jurisdiction, submit them to Architect for review.
- H. Certificate of Completion: Comply with NFPA 72, AHJ, and local amendments.

## 1.7 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who is an authorized representative of the FACP manufacturer for both installation and maintenance of units required for this Project.

- B. Manufacturer Qualifications: A firm experienced in manufacturing systems similar to those indicated for this Project and with a record of successful in-service performance.
- C. Source Limitations: Obtain fire alarm system components through one source from a single manufacturer.
- D. Compliance with Local Requirements: Comply with applicable building code, local ordinances and regulations, and requirements of authorities having jurisdiction.
- E. Comply with NFPA 72.

## 1.8 SEQUENCING AND SCHEDULING

- A. Existing Fire Alarm Equipment: Maintain fully operational until new equipment has been tested and accepted. As new equipment is installed, label it “NOT IN SERVICE” until it is accepted. Remove labels from new equipment when put into service and label existing fire alarm equipment “NOT IN SERVICE” until removed from the building.
- B. Equipment Removal: After acceptance of the new fire alarm system, remove existing disconnected fire alarm equipment and restore damaged surfaces.
  - 1. Package operational fire alarm and detection equipment that has been removed and deliver to Owner.
  - 2. Remove from site and legally dispose of existing material not designated for other disposition.

## 1.9 EXTRA MATERIALS

- A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. Visual indicating appliance, quantity 1 per 50 specified.
  - 2. Speaker strobe appliance, quantity 1 per 50 specified.
  - 3. Smoke Detectors, Fire Detectors, and Flame Detectors: Quantity 1 per 25 specified.
  - 4. Keys and Tools: One extra set for access to locked and tamper proofed components.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Silent Knight (Honeywell).

### 2.2 FUNCTIONAL DESCRIPTION OF SYSTEM

- A. Control of System: By the FACP.



- B. System Supervision: Automatically detect and report open circuits, shorts, and grounds of wiring for initiating device, signaling line, and notification-appliance circuits.
- C. Priority of Signals: Automatic alarm response functions resulting from an alarm signal from one zone or device are not altered by subsequent alarm, supervisory, or trouble signals. An alarm signal is the highest priority. Supervisory and trouble signals have second- and third-level priority. Higher-priority signals take precedence over signals of lower priority, even when the lower-priority condition occurs first. Annunciate and display all alarm, supervisory, and trouble signals regardless of priority or order received.
- D. System Reset: All zones are manually resettable from the FACP after initiating devices are restored to normal.
- E. Transmission to Remote Alarm Receiving Station: Automatically route alarm, supervisory, and trouble signals to a remote alarm station by means of a digital alarm communicator transmitter and telephone lines.
- F. System Alarm Capability during Circuit Fault Conditions: System wiring and circuit arrangement prevent alarm capability reduction when an open circuit, ground or wire-to-wire short occurs, or an open circuit and a ground occur at the same time in an initiating device circuit, signal line circuit, or notification-appliance circuit.
- G. Loss of primary power at the FACP initiates a trouble signal at the FACP and the annunciator. An emergency power light is illuminated at both locations when the system is operating on the secondary power supply.
- H. Basic Alarm Performance Requirements: Unless otherwise indicated, operation of a manual station, automatic alarm operation of a smoke or flame or heat detector, or operation of a sprinkler flow device initiates the following:
  - 1. Notification-appliance operation.
  - 2. Identification at the FACP and the remote annunciator of the device originating the alarm.
  - 3. Transmission of an alarm signal to the remote alarm receiving station.
  - 4. Unlocking of electric door locks in designated egress paths.
  - 5. Release of fire and smoke doors held open by magnetic door holders.
  - 6. Recall of elevators.
  - 7. Shutdown of fans and other air-handling equipment serving zone when alarm was initiated.
  - 8. Closing of smoke dampers in air ducts of system serving zone where alarm was initiated.
  - 9. Recording of the event in the system memory.
- I. Alarm Silencing, System Reset and Indication: Controlled by switches in the FACP and the remote annunciator.
  - 1. Silencing-switch operation halts alarm operation of notification appliances and activates an “alarm silence” light. Display of identity of the device is retained.
  - 2. Subsequent alarm signals from other devices reactivate notification appliances until silencing switch is operated again.
  - 3. When alarm-initiating devices return to normal and system reset switch is operated, notification appliances operate again until alarm silence switch is reset.

- J. Water-flow alarm switch operation initiates the following:
  - 1. Notification-appliance operation.
  - 2. Flashing of the device location-indicating light for the device that has operated.
- K. Operating a heat detector in the elevator shaft shuts down elevator power by operating a shunt trip in a circuit breaker feeding the elevator.
- L. Water-flow alarm for connection to sprinkler in an elevator shaft and elevator machine room shuts down elevators associated with the location without time delay.
  - 1. A field-mounted relay actuated by the fire detector or the FACP closes the shunt trip circuit and operates building notification appliances and annunciator.
- M. Smoke detection with alarm verification initiates the following:
  - 1. Audible and visible indication of an “alarm verification” signal at the FACP.
  - 2. Activation of a listed and approved “alarm verification” sequence at the FACP and the detector.
  - 3. General alarm if the alarm is verified.
  - 4. Cancellation of the FACP indication and system reset if the alarm is not verified.
- N. Sprinkler valve-tamper switch operation initiates the following:
  - 1. A supervisory, audible, and visible “valve-tamper” signal indication at the FACP and the annunciator.
  - 2. Flashing of the device location-indicating light for the device that has operated.
  - 3. Transmission of supervisory signal to remote alarm receiving station.
- O. Fire-pump power failure, including a dead-phase or phase-reversal condition, initiates the following:
  - 1. A supervisory, audible, and visible “fire-pump power failure” signal indication at the FACP and the annunciator.
  - 2. Recording of the event by the system printer.
  - 3. Transmission of trouble signal to remote alarm receiving station.
- P. Low-air-pressure switch operation on a dry-pipe or preaction sprinkler system initiates the following:
  - 1. A supervisory, audible, and visible “sprinkler trouble” signal indication at the FACP and the annunciator.
  - 2. Flashing of the device location-indicating light for the device that has operated.
  - 3. Transmission of trouble signal to remote central station.
- Q. Remote Detector Sensitivity Adjustment: Manipulation of controls at the FACP causes the selection of specific addressable smoke detectors for adjustment, display of their current status and sensitivity settings, and control of changes in those settings. Same controls can be used to program repetitive, scheduled, automated changes in sensitivity of specific detectors. Sensitivity adjustments and sensitivity-adjustment schedule changes are recorded in system memory.
- R. Removal of an alarm-initiating device or a notification appliance initiates the following:
  - 1. A “trouble” signal indication at the FACP and the annunciator for the device or zone involved.
  - 2. Transmission of trouble signal to remote alarm receiving station.

- S. FACP Alphanumeric Display: Plain-English-language descriptions of alarm, supervisory, and trouble events; and addresses and locations of alarm-initiating or supervisory devices originating the report. Display monitoring actions, system and component status, system commands, programming information, and data from the system's historical memory.

## 2.3 MANUAL PULL STATIONS

- A. Description: Fabricated of metal or plastic, and finished in red with molded, raised-letter operating instructions of contrasting color.
  - 1. Single-action mechanism initiates an alarm.
  - 2. Double-action mechanism requires two actions, such as a push and a pull, to initiate an alarm.
  - 3. Station Reset: Key or wrench operated; double pole, double throw; switch rated for the voltage and current at which it operates.
  - 4. Indoor Protective Shield: Factory-fabricated clear plastic enclosure, hinged at the top to permit lifting for access to initiate an alarm. Lifting the cover actuates an integral battery-powered audible horn intended to discourage false alarm operation.
  - 5. Weatherproof Protective Shield: Factory-fabricated clear plastic enclosure, hinged at the top to permit lifting for access to initiate an alarm.
  - 6. Integral Addressable Module: Arranged to communicate manual-station status (normal, alarm, or trouble) to the FACP.
  - 7. Outdoor device to be complete with weatherproof outlet box, mounting plate, mounting hardware, and terminal strip for wiring connections.

## 2.4 SMOKE DETECTORS

- A. General: Include the following features:
  - 1. Operating Voltage: 24V powered from the fire alarm control panel.
  - 2. Self-Restoring: Detectors do not require resetting or readjustment after actuation to restore them to normal operation.
  - 3. Plug-in Arrangement: Detector and associated electronic components are mounted in a module that connects in a tamper-resistant manner to a fixed base with a twist-locking plug connection. Terminals in the fixed base accept building wiring.
  - 4. Integral Visual-Indicating Light: LED type. Indicates detector has operated.
  - 5. Sensitivity: Can be tested and adjusted in-place after installation.
  - 6. Integral Addressable Module: Arranged to communicate detector status (normal, alarm, or trouble) to the FACP.
  - 7. Remote Controllability: Unless otherwise indicated, detectors are analog-addressable type, individually monitored at the FACP for calibration, sensitivity, and alarm condition, and individually adjustable for sensitivity from the FACP.
- B. Smoke detectors shall be photoelectric type.
  - 1. Sensor: LED or infrared light source with matching silicon-cell receiver.
  - 2. Detector Sensitivity: Between 2.5 and 3.5 percent/foot smoke obscuration when tested according to UL 268A.
  - 3. Integral Thermal Detector: Fixed-temperature type with 135 deg F setting.
- C. Duct Smoke Detector: Photoelectric Type.

1. Sampling Tube: Design and dimensions as recommended by the manufacturer for the specific duct size, air velocity, and installation conditions where applied. Detectors shall be capable of self-sensitivity testing and report back to the fire alarm panel. All detectors shall be addressable and resettable from FACP.
  2. Provide necessary relays and control module to interface with the fire alarm for damper closure and AHU shutdown.
  3. Relay Fan Shutdown: Rated to interrupt fan motor-control circuit.
  4. Unit shall have local reset.
  5. Provide remote test station and status indicator for duct smoke detectors above hard ceilings or mounted higher than 12 feet AFF.
  6. Unit shall be 24V powered from the Fire Alarm Control Panel.
  7. Each smoke sensor and its duct housing shall be self-compensating for the effects of air velocity (from 300 to 4000 FPM), temperature, humidity and atmospheric pressure. It shall not be necessary to field adjust the sensitivity to compensate for the above effects.
- D. Combination Smoke and CO detectors: Addressable detector for smoke detection and CO detection in the same device.
1. Sensor: Four sensing elements for detection and false signal rejection.
  2. Separate CO Signal.
  3. Intelligent Sounder Base
  4. Sync with other devices
  5. Ceiling or wall mounted
- E. Smoke detectors in sleeping areas.
1. Sensor: Two sensing elements for detection and false signal rejection.
  2. Intelligent Sounder Base
  3. Sync with other devices
  4. Ceiling or wall mounted

## 2.5 OTHER DETECTORS

- A. Heat Detector, Combination Type: Actuated by either a fixed temperature of 135 deg F or rate of rise of temperature that exceeds 15 deg F per minute, unless otherwise indicated.
1. Mounting: Adapter plate for outlet box mounting.
  2. Mounting: Plug-in base, interchangeable with smoke detector bases.
  3. Integral Addressable Module: Arranged to communicate detector status (normal, alarm, or trouble) to the FACP.
  4. Unit shall be 24V powered from the fire alarm control panel.
- B. Heat Detector, Fixed-Temperature Type: Actuated by temperature that exceeds a fixed temperature of 190 deg F.
1. Mounting: Adapter plate for outlet box mounting.
  2. Mounting: Plug-in base, interchangeable with smoke detector bases.
  3. Integral Addressable Module: Arranged to communicate detector status (normal, alarm, or trouble) to the FACP.
  4. Unit shall be 24V powered from the fire alarm control panel.
- C. Waterflow Solid State Detector (Flow Switch): Actuated by water flow in the specified direction after a preset time delay.

1. Unit shall be 24V powered from the fire alarm control panel. Exterior detectors may be powered 120V AC. See drawings for circuit. If no circuit is shown detector shall be 24V, powered from FACP.
  2. Mounting: Vertical or Horizontal on any clear pipe span. Provide detector compatible with pipe size and schedule.
  3. Outputs: Unit shall have two contacts for wiring directly to FACP or addressable control module and local bell or notification device.
  4. A local grounding provision shall be provided.
  5. All enclosures shall be NEMA 4 suitable for indoor or outdoor use, unless otherwise specified.
- D. Supervisory Switch (Tamper Switch): Actuated by more than two revolutions of the valve control or when the stem has move more than one-fifth the distance from its normal position.
1. Unit shall be 24V powered from the fire alarm control panel. Exterior detectors may be powered 120V AC. See drawings for circuit. If no circuit is shown detector shall be 24V, powered from FACP.
  2. Mounting: Vertical (down position only) or horizontal.
  3. Outputs: Unit shall have two contacts for wiring directly to FACP or addressable control module and local bell or notification device.
  4. A local grounding provision shall be provided.
  5. All enclosures shall be NEMA 4 suitable for indoor or outdoor use, unless otherwise specified. Unit shall be NEMA 3R when vertical.

## 2.6 NOTIFICATION APPLIANCES

- A. Description: Equipped for mounting as indicated and have screw terminals for system connections.
1. Combination Devices: Factory-integrated audible and visible devices in a single-mounting assembly.
  2. Devices shall be red in color.
  3. All exterior fire alarm devices shall be weatherproof.
- B. Audio Alarm Devices (Horns – Interior Installation):
1. Electronic-vibrating-polarized type, 24V dc; with provision for housing the operating mechanism behind a grille. Horns produce a minimum sound pressure level of 85 dB, measured 10 feet from the horn.
  2. Device to be complete with outlet box, mounting plate, mounting hardware, and terminal strip for wiring connections.
- C. Audio Alarm Devices (Horns – Mini Horns):
1. Electronic-vibrating-polarized type, 24V dc, “mini horn”, with provision for housing the operating mechanism behind a grille. Horns produce a minimum sound pressure level of 85 dB, measured 10 feet from the horn.
  2. Device to be complete with outlet box, mounting plate, mounting hardware, and terminal strip for wiring connections.
- D. Audio Alarm Devices (Horns – Exterior Installation):
1. Electronic-vibrating-polarized type, 24V dc; with provision for housing the operating mechanism behind a grille. Horns produce a minimum sound pressure level of 85 dB, measured 10 feet from the horn.

2. Grille and device to be of weatherproof design and construction.
  3. Device to be complete with outlet box, mounting plate, mounting hardware, and terminal strip for wiring connections.
- E. Visual Alarm Devices (Strobe Lights): Xenon strobe lights listed under UL 1971 with clear or nominal white polycarbonate lens. Mount lens on an aluminum faceplate. The word “FIRE” is engraved shall be engraved on the device.
1. Rated Light Output: 75 candela (minimum), 110 candela in larger coverage spaces.
  2. Strobe Leads: Factory connected to screw terminals.
- F. Audio/Visual Alarm Devices (Horn and Strobe Light): Combination audio and visual alarm devices consisting of the same devices indicated above for “Audio Alarm Devices (Horns)” and “Visual Alarm Devices (Strobe Lights)” provided as a single combination alarm device.
- G. Audio Visual Devices (Voice/Tone Speakers and Strobe Lights): Combination voice/tone speakers and visual alarm devices consisting of the same devices indicated above for “Voice/Tone Speakers” and “Visual Alarm Devices (Strobe Lights)” provided as a single combination alarm device.

## 2.7 MAGNETIC DOOR HOLDERS

- A. Description: Units are equipped for wall or floor mounting as indicated and are complete with matching door plate.
1. Electromagnet: Requires no more than 3 W to develop 25-lbf holding force.
  2. Wall-Mounted Units: Flush mounted, unless otherwise indicated.
  3. Rating: 24-V ac or dc.
  4. Rating: 120-V ac.
- B. Material and Finish: Match door hardware.
- C. Device to be complete with outlet box, mounting plate, mounting hardware, and terminal strip for wiring.

## 2.8 FIRE PROTECTION SYSTEMS WATERFLOW AND TAMPER SWITCHES

- A. Switches are to be provided under Section “Fire Suppression Piping – Wet Pipe Sprinkler System”, and/or Section “Fire Suppression Piping Dry-Type Sprinkler System.”
- B. Provide fire alarm zones for the fire protection system's waterflow and tamper switches and make final connections of all fire protection systems waterflow and tamper switch alarm wiring to fire alarm panel. Provide all relays and accessories as a part of these connections.

## 2.9 REMOTE CONTROL RELAYS

- A. Remote control relays for shutdown air handling units and operation of electrically controlled circuits from the fire alarm system shall be provided.

- B. Provide relays for Fire Shutters, magnetic Locks, Door Holds and all other egress powered circuits.
- C. Relays shall be UL listed, SPDT, DPDT, operating coil voltage appropriate for the fire alarm system and terminal strips for connection of input and output wiring.
- D. Relays shall contain a red LED to indicate when the relay coil is energized.
- E. These relays shall be employed where local contacts are required for system status, remote control of electrical loads, shutdown of air handling equipment, actuation of other systems or equipment (elevator controls, etc.), and any other general uses.
- F. Device to be complete with outlet box, mounting plate, mounting hardware, and terminal strip for wiring connections.

#### 2.10 CENTRAL FACP

- A. Existing Silent Knight 6820
- B. Control Modules: Include types and capacities required to perform all functions of fire alarm systems.
- C. Indications: Local, visible, and audible signals announce alarm, supervisory, and trouble conditions. Each type of audible alarm has a different sound.

#### 2.11 EMERGENCY POWER SUPPLY

- A. General: Components include sealed maintenance free battery, charger, and an automatic transfer switch.
  - 1. Battery Nominal Life Expectancy: 20 years, minimum.
- B. Battery Capacity: Comply with NFPA 72.
  - 1. Magnetic door holders are not served by emergency power. Magnetic door holders are released when normal power fails.
- C. Battery Charger: Solid-state, fully automatic, variable-charging-rate type. Provide capacity for 150 percent of the connected system load while maintaining batteries at full charge. If batteries are fully discharged, the charger recharges them completely within four hours. Charger output is supervised as part of system power supply supervision.
- D. Integral Automatic Transfer Switch: Transfers the load to the battery without loss of signals or status indications when normal power fails.

#### 2.12 ADDRESSABLE INTERFACE DEVICE

- A. Description: Microelectronic monitor module listed for use in providing a multiplex system address for listed fire and sprinkler alarm-initiating devices with normally open contacts.

- B. Integral Relay: Capable of providing a direct signal to the elevator controller to initiate elevator recall or to a circuit-breaker shunt trip for power shutdown.

### 2.13 DIGITAL ALARM COMMUNICATOR TRANSMITTER

- A. Existing DACT will be reused.

### 2.14 WIRE

- A. Non-Power-Limited Circuits: Red jacketed plenum rated 2 hour solid-copper conductors with 600-V rated, 75 deg C, color-coded insulation. Provide exterior/underground rated cabling for all cabling outside building envelope.
  - 1. Low-Voltage Circuits: No. 16 AWG, minimum.
  - 2. Line-Voltage Circuits: No. 12 AWG, minimum.
- B. Power-Limited Circuits: NFPA 70, Types FPL, FPLR, or FPLP, as recommended by manufacturer.

## PART 3 - EXECUTION

### 3.1 EQUIPMENT INSTALLATION

- A. Connect devices to FACP, expansion panel, or NAC up to 300 feet from panel. Beyond 300 feet provide additional NAC panels.
- B. Manual Pull Stations: Mount semi-flush in recessed back boxes.
- C. Water-Flow Detectors and Valve Supervisory Switches: Connect for each sprinkler valve station required to be supervised.
- D. Ceiling-Mounted Smoke Detectors: Not less than 4 inches from a side wall to the near edge. For exposed solid-joist construction, mount detectors on the bottom of joists. On smooth ceilings, install not more than 30 feet apart in any direction.
- E. Wall-Mounted Smoke Detectors: At least 4 inches, but not more than 12 inches, below the ceiling.
- F. Smoke Detectors near Air Registers: Install no closer than 60 inches.
- G. Duct Smoke Detectors: Comply with manufacturer's written instructions.
  - 1. Verify that each unit is listed for the complete range of air velocity, temperature, and humidity possible when air-handling system is operating.
  - 2. Install sampling tubes so they extend the full width of the duct.
  - 3. Install necessary relays and control modules to accomplish mechanical equipment operation upon detector activation.
- H. Heat Detectors in Elevator Shafts: Coordinate temperature rating and location with sprinkler rating and location.



- I. Audible Alarm-Indicating Devices: Install so the top of the device is no less than 90 inches above finish floor and not less than 6 inches below the ceiling. Do not install higher than 120 inches unless directed. Install bells and horns on flush-mounted back boxes with the device-operating mechanism concealed behind a grille. Combine audible and visible alarms at the same location into a single unit.
- J. Visible Alarm-Indicating Devices: Install so the top of the device is no less than 90 inches above finish floor and not less than 6 inches below the ceiling. Do not install higher than 120 inches unless directed.
- K. Device Location-Indicating Lights: Locate in public space near the device they monitor.

### 3.2 WIRING INSTALLATION

- A. Wiring Method: provide 2-hour plenum rated cabling above accessible ceilings supported on independent J-hooks secured to structure. Where indicated install wiring in metal raceway according to specification section “Raceways and Boxes.” Conceal raceway and coordinate with structural for conduit routes.
  - 1. Exceptions:
    - a. All wiring in mechanical/electrical/equipment rooms shall be in conduit.
    - b. All exterior wiring shall be in conduit.
    - c. All wiring under the building shall be in conduit to include mud slabs, crawl spaces, and voids.
    - d. All wiring below ceilings shall be in conduit.
    - e. Provide sleeves for all fire alarm cabling through masonry walls.
    - f. Provide sleeves for all fire alarm cabling through rated walls.
- B. Wiring within Enclosures: Separate power-limited and non-power-limited conductors as recommended by the manufacturer. Install conductors parallel with or at right angles to sides and back of the enclosure. Bundle, lace, and train conductors to terminal points with no excess. Connect conductors that are terminated, spliced, or interrupted in any enclosure associated with the fire alarm system to terminal blocks. Mark each terminal according to the system's wiring diagrams. Make all connections with approved crimp-on terminal spade lugs, pressure-type terminal blocks, or plug connectors.
- C. Wiring between panels or NAC panels:
  - 1. Within the building and conditioned spaces: Provide manufacturers plenum rated cabling between expansion panels and NAC panels within the building in conduit as per raceway and boxes schedule or as per the wiring installation method in this specification section. If the distance exceeds manufacturers copper cabling, provide plenum rated fiber optic cabling with a wire to fiber convertor.
  - 2. Outside the building or not within the conditioned space: Provide exterior rated plenum fiber optic cabling in conduit as per raceway and boxes schedule or as per the wiring installation method in this specification section. Provide a wire to fiber convertor either in the panel or in a remote mounting cabinet installed adjacent to the FA panel.
  - 3. Fiber Install:
    - a. Fiber runs shall use long sweep elbows and be protected from damage.
    - b. Provide manufacturer required number of strands. Polish and terminate fiber in connectors per wire to fiber convertor. Connect to the wire to fiber convertor and test for operation.

- c. Provide single or multi-mode; 50 or 62.5 micron fiber optic cabling per manufacturer convertor.
- D. Cable Taps: Use numbered terminal strips in junction, pull and outlet boxes, cabinets, or equipment enclosures where circuit connections are made.
- E. Color-Coding: Red fire alarm plenum rated conductors. Paint fire alarm system junction boxes and covers red.
- F. Risers: Install at least two vertical cable risers to serve the fire alarm system. Separate risers in close proximity to each other with a minimum one-hour-rated wall, so the loss of one riser does not prevent the receipt or transmission of signal from other floors.

### 3.3 IDENTIFICATION

- A. Identify system components, wiring, cabling, and terminals according to specification section Electrical Identification.
- B. Install instructions frame in a location visible from the FACP.
- C. Paint power-supply disconnect switch red and label FIRE ALARM.

### 3.4 APPLICATION SCHEDULE

- A. General Application: Provide fire alarm devices where indicated on drawings or as scheduled below. Locations on drawings are approximate. Contractor shall coordinate exact locations with architectural drawings. Contractor shall submit locations of fire alarm devices to engineer/architect as part of fire alarm shop drawings. Locations shall be based upon ability to mount the device to building construction and coverage afforded the device.
- B. Pull Station: Provide pull stations within 5 feet of all exits to building and second floor stairwell access.
- C. Audio/Visuals and Visuals: Device locations indicated on the drawings are approximate. Coordinate with architectural for exact locations and install as per coverage criteria. Install devices in areas that are unobtrusive to room or space intent (e.g. do not install device at the back of the stage but install stage device off to one side; or do not try to install device on glass block wall).
- D. Control Modules and Relays:
  - 1. Provide control modules and relays at all smoke fire dampers, air handler duct smoke detectors, and equipment smoke detectors for shutdown.
  - 2. Fire alarm activated fire suppression equipment.
  - 3. Provide control module and relay for elevator recall for designated floor, alternate floor, and shunt trip.
  - 4. Provide control module and relay for all HVLS fans to shut down in the event of fire alarm or water flow.

- E. Provide relays for all door holds, mag locks and electronically operated doors in the path of egress.
- F. Monitor Modules:
  - 1. Provide monitor modules for all devices to be monitored by the fire alarm system but not controlled.
  - 2. Provide monitor modules for all flow and tamper switches.
  - 3. Provide monitor modules for all dry pipe pressure switches.
  - 4. Provide fire control monitor module for Halon/FM-200 or similar systems that are locally activated.
- G. Duct Smoke Detectors: Provide as shown on the drawings and as indicated below (applications may be redundant with drawings).
  - 1. Duct smoke detectors shall be provided within five feet, with no breaks in the ductwork, of all smoke fire dampers in the direction of airflow. Mount the duct smoke detectors to provide unrestricted access to the control section and for full removal of the sampling tubes.
  - 2. Duct smoke detectors shall be provided at the discharge to all air handling units and mounted in accordance with NFPA 72.
- H. Detectors in sleeping Areas: Provide with integral sounder bases. Detectors shall have local sounder bases (low frequency to meet the latest codes) which activate in alarm and provide signal to the FACP.

### 3.5 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect field-assembled components and connections and to supervise pretesting, testing, and adjustment of the system. Report results in writing.
- B. Pretesting: After installation, align, adjust, and balance the system and perform complete pretesting. Determine, through pretesting, the compliance of the system with requirements of Drawings and Specifications. Correct deficiencies observed in pretesting. Replace malfunctioning or damaged items with new ones, and retest until satisfactory performance and conditions are achieved. Prepare forms for systematic recording of acceptance test results.
- C. Report of Pretesting: After pretesting is complete, provide a letter certifying the installation is complete and fully operable, including the names and titles of witnesses to preliminary tests.
- D. Final Test Notice: Provide a minimum of 10 days' notice in writing when the system is ready for final acceptance testing.
- E. Minimum System Tests: Test the system according to procedures outlined in NFPA 72. Minimum required tests are as follows:
  - 1. Verify the absence of unwanted voltages between circuit conductors and ground.
  - 2. Test all conductors for short circuits using an insulation-testing device.
  - 3. With each circuit pair, short circuit at the far end of the circuit and measure the circuit resistance with an ohmmeter. Record the circuit resistance of each circuit on record drawings.

4. Verify that the control unit is in the normal condition as detailed in the manufacturer's operation and maintenance manual.
  5. Test initiating and indicating circuits for proper signal transmission under open circuit conditions. One connection each should be opened at not less than 10 percent of initiating and indicating devices. Observe proper signal transmission according to class of wiring used.
  6. Test each initiating and indicating device for alarm operation and proper response at the control unit. Test smoke detectors with actual products of combustion.
  7. Test the system for all specified functions according to the approved operation and maintenance manual. Systematically initiate specified functional performance items at each station, including making all possible alarm and monitoring initiations and using all communications options. For each item, observe related performance at all devices required to be affected by the item under all system sequences. Observe indicating lights, displays, signal tones, and annunciator indications. Observe all voice audio for routing, clarity, quality, freedom from noise and distortion, and proper volume level.
  8. Test Both Primary and Secondary Power: Verify by test that the secondary power system is capable of operating the system for the period and in the manner specified.
- F. Retesting: Correct deficiencies indicated by tests and completely retest work affected by such deficiencies. Verify by the system test that the total system meets Specifications and complies with applicable standards.
- G. Report of Tests and Inspections: Provide a written record of inspections, tests, and detailed test results in the form of a test log. Submit log on the satisfactory completion of tests.
- H. Tag all equipment, stations, and other components at which tests have been satisfactorily completed.

### 3.6 CLEANING AND ADJUSTING

- A. Cleaning: Remove paint splatters and other spots, dirt, and debris. Touch up scratches and marred finish to match original finish. Clean unit internally using methods and materials recommended by manufacturer.

### 3.7 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel as specified below:
1. Train Owner's maintenance personnel on procedures and schedules for starting and stopping, troubleshooting, servicing, adjusting, and maintaining equipment and schedules. Provide a minimum of 8 hours' training.
  2. Training Aid: Use the approved final version of the operation and maintenance manual as a training aid.
  3. Schedule training with Owner, through Architect, with at least seven days' advance notice.

### 3.8 ON-SITE ASSISTANCE

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- A. Occupancy Adjustments: When requested within one year of date of Substantial Completion, provide on-site assistance in adjusting sound levels, controls, and sensitivities to suit actual occupied conditions. Provide up to three requested visits to Project site for this purpose.

END OF SECTION 283000