



IDEA Public Schools
ELECTRICAL SWITCHGEAR UPGRADES
at Multiple Campuses
CSP#22-ESGU-0424
April 3, 2024 @ 3:00 PM

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3-15-2024

SECTION 000100-REQUEST FOR COMPETITIVE SEALED PROPOSAL

DATE: March 15, 2024

PROPOSAL:

& PROJECT NO:

CSP# 22-ESGU-0424 IDEA Public Schools Electrical Switchgear Upgrades at Multiple Campuses

ESTIMATED COST:

\$2,106,000.00

DUE DATE, TIME & PLACE

Wednesday, April 3, 2024 @ 3:00 PM
IDEA Public Schools Headquarters
Attn: Solicitation Team
2115 W Pike Blvd,
Weslaco, TX 78596

ENGINEER:

[Ethos Engineering](#)
[1126 South Commerce St.](#)
[Harlingen, TX 78550](#)

IDEA Public Schools and affiliated entities (IDEA) are accepting proposals from qualified and experienced firms for “**CSP# 22-ESGU-0424 IDEA Public Schools Electrical Switchgear Upgrades at Multiple Campuses**” project, in accordance with instructions, specifications, terms, and conditions contained in this solicitation. A copy of the solicitation can be found on the IDEA website: [Bid Opportunities & CSPs - IDEA Public Schools](#), [Public Purchase](#) or through Tyler Munis Vendor Self Service at <https://selfservicetx.ideapublicschools.org/MSS/Vendors/>.

Sealed proposals will be submitted to **IDEA Public Schools Headquarters, Attn: Solicitation Team, 2115 W Pike Blvd, Weslaco, TX 78596 on or before 3:00 PM C.S.T. on April 3, 2024.** Proposals will be read aloud immediately after bid due date and time via virtual platform **at 3:15 PM. via** Microsoft Teams meeting:

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 265 570 268 731

Passcode: DnjeSA

[Download Teams](#) | [Join on the web](#)

Proposals received after this time will not be accepted and returned unopened. For questions related to this solicitation, contact the IDEA Procurement & Contract Services Solicitation Team via email at Bonnibelle.trejo@ideapublicschools.org.

Scope of Work for Bid: Provide all materials and labor associated with complete operational systems. Major items of work include, but are not limited to:

Base Proposal Scope of Work includes the following:

- a. Electrical Service(s): To remain as is except for Mission Campus.
- b. IDEA Brownsville: To remain as is.
- c. IDEA Edinburg: To remain as is.
- d. IDEA Frontier: To remain as is.
- e. [IDEA Mission: Modify the existing underground electrical service; coordinate work with AEP and IDEA PS staff. The utility company will remove existing pad mount txfmr for contractor to modify the existing txfmr concrete pad as noted on the structural plans. The utility company shall remove and provide medium voltage conductors and reinstall the transformer.](#)
- f. IDEA Pharr: To remain as is.

Ethos Engineering

IDEA Public Schools Electrical Switchgear Upgrades at Multiple Campuses

000100-1

SECTION 000100-REQUEST FOR COMPETITIVE SEALED PROPOSAL

- g. IDEA Quest: To remain as is.
- h. IDEA San Benito: To remain as is.
- i. Switchboard(s): Disconnect and remove existing where noted. Provide new pad mounted outdoor rated.
- j. Panelboard(s): Disconnect and remove existing where noted. Provide new outdoor rated.
- k. Feeders & Branch circuits: Temporarily disconnect and or remove and replaced as noted. Reconnect and or provide new as noted.
- l. Commissioning: Provide electrical equipment.

Proposals must be on a lump sum basis including General Contract and Electrical work. Bid security in the amount of 5% of the largest possible total of proposals submitted must accompany each proposal in accordance with the Instructions to Bidders. Performance and payment bonds for 100% of the contract value will be required upon issuance of contract.

Proposal envelopes shall be plainly marked, "**CSP# 22-ESGU-0424 IDEA Public Schools Electrical Switchgear Upgrades at Multiple Campuses**". Please submit one (1) hard copy, any Proposal received later than the specified time, whether delivered in person or mailed, will be disqualified. Faxed or emailed Bids are not acceptable. No Proposal may be withdrawn for a period of 30 days after Proposal due date without the consent of the Owner. Personal delivery of Proposal is recommended. The Owner reserves the right to reject any and/or all Bids or accept any Proposal or portion thereof most advantageous to the Owner after the ranking and evaluation.

Pre-proposal virtual conference meeting has been scheduled for **March 26, 2024, at 9:00 AM via** Microsoft Teams meeting:

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 220 346 825 830

Passcode: QN3jLu

[Download Teams](#) | [Join on the web](#)

Sites visits have been scheduled for **March 27, 2024, at 8:30 AM** beginning at IDEA Frontier followed by IDEA Brownsville, IDEA San Benito, IDEA Edinburg, IDEA Quest, IDEA Mission and IDEA Pharr.

Refer to construction documents for more information including video conference instructions for both the pre-construction and bid opening meetings.

Each Bidder will be held to have studied the Plans and Specifications, to have visited all sites affecting the proposed work, to have satisfied themselves regarding all existing conditions and measurements, and to have included in their Proposal an amount sufficient to cover all work. To schedule additional site visits, please contact the Owner.

All firms submitting Bids for this project are required to meet all qualification requirements as established in these Bid documents.

Should any Bidder find discrepancies between the Plans and Specifications, or be in doubt as to their exact meaning, they should notify the Engineer at once. The Engineer may, but is not required to, issue an addendum clarifying same. Neither the Owner nor the Engineer will be responsible for oral instructions or for misinterpretations of Plans and Specifications. Additional information including addenda will be issued to known plan holders including construction plan rooms.

END OF SECTION 000100

Ethos Engineering

IDEA Public Schools Electrical Switchgear Upgrades at Multiple Campuses

000100-2

DRAFT

AIA[®] Document A305[™] - 1986

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: « »

ADDRESS: « »

SUBMITTED BY: « »

NAME: « »

ADDRESS: « »

PRINCIPAL OFFICE: « »

[« »] Corporation

[« »] Partnership

[« »] Individual

[« »] Joint Venture

[« »] Other « »

NAME OF PROJECT: (if applicable) _____

TYPE OF WORK: (file separate form for each Classification of Work)

[« »] General Construction

[« »] HVAC

[« »] Electrical

[« »] Plumbing

[« »] Other: (Specify) « »

§ 1 ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor? « »

§ 1.2 How many years has your organization been in business under its present business name? « »

§ 1.2.1 Under what other or former names has your organization operated?

« »

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation: « »

§ 1.3.2 State of incorporation: « »

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 form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

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§ 1.3.3 President's name: « »

§ 1.3.4 Vice-president's name(s)

« »

§ 1.3.5 Secretary's name: « »

§ 1.3.6 Treasurer's name: « »

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization: « »

§ 1.4.2 Type of partnership (if applicable): « »

§ 1.4.3 Name(s) of general partner(s)

« »

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization: « »

§ 1.5.2 Name of owner:

« »

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

« »

§ 2 LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

« »

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

« »

§ 3 EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

« »

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

« »

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

« »

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

« »

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

<< >>

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

<< >>

§ 3.4.1 State total worth of work in progress and under contract:

<< >>

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

<< >>

§ 3.5.1 State average annual amount of construction work performed during the past five years:

<< >>

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

<< >>

§ 4 REFERENCES

§ 4.1 Trade References:

<< >>

§ 4.2 Bank References:

<< >>

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

<< >>

§ 4.3.2 Name and address of agent:

<< >>

§ 5 FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

« »

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

« »

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiary).

« »

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

« »

§ 6 SIGNATURE

§ 6.1 Dated at this « » day of « » « »

Name of Organization: « »

By: « »

Title: « »

§ 6.2

« »

M « » being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this « » day of « » « »

Notary Public: « »

My Commission Expires: « »

DRAFT AIA® Document A701™ - 1997

Instructions to Bidders

for the following PROJECT:

(Name and location or address)

<< >>

THE OWNER:

(Name, legal status and address)

<< >><< >>

THE ARCHITECT:

(Name, legal status and address)

<< >><< >>

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- 7 PERFORMANCE BOND AND PAYMENT BOND
- 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

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.

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ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the bid form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, or in other Contract Documents are applicable to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 The Bidder by making a Bid represents that:

§ 2.1.1 The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.

§ 2.1.2 The Bid is made in compliance with the Bidding Documents.

§ 2.1.3 The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.

§ 2.1.4 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 COPIES

§ 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and the Bidder's deposit will be refunded.

§ 3.1.2 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the Advertisement or Invitation to Bid, or in supplementary instructions to bidders.

§ 3.1.3 Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

§ 3.1.4 The Owner and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

§ 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

§ 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Architect errors, inconsistencies or ambiguities discovered.

§ 3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least seven days prior to the date for receipt of Bids.

§ 3.2.3 Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

§ 3.3 SUBSTITUTIONS

§ 3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

§ 3.3.2 No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.3 If the Architect approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

§ 3.3.4 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.4 ADDENDA

§ 3.4.1 Addenda will be transmitted to all who are known by the issuing office to have received a complete set of Bidding Documents.

§ 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 PREPARATION OF BIDS

§ 4.1.1 Bids shall be submitted on the forms included with the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

§ 4.1.4 Interlineations, alterations and erasures must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change."

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

§ 4.2 BID SECURITY

§ 4.2.1 Each Bid shall be accompanied by a bid security in the form and amount required if so stipulated in the Instructions to Bidders. The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. The amount of the bid security shall not be forfeited to the Owner in the event the Owner fails to comply with Section 6.2.

§ 4.2.2 If a surety bond is required, it shall be written on AIA Document A310, Bid Bond, unless otherwise provided in the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

§ 4.2.3 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn or (c) all Bids have been rejected.

§ 4.3 SUBMISSION OF BIDS

§ 4.3.1 All copies of the Bid, the bid security, if any, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.

§ 4.3.3 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.4 Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.

§ 4.4 MODIFICATION OR WITHDRAWAL OF BID

§ 4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

§ 4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date- and time-

stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

§ 4.4.3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

§ 4.4.4 Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 OPENING OF BIDS

At the discretion of the Owner, if stipulated in the Advertisement or Invitation to Bid, the properly identified Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids may be made available to Bidders.

§ 5.2 REJECTION OF BIDS

The Owner shall have the right to reject any or all Bids. A Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

§ 5.3 ACCEPTANCE OF BID (AWARD)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interests.

§ 5.3.2 The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 CONTRACTOR'S QUALIFICATION STATEMENT

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request, a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

§ 6.2 OWNER'S FINANCIAL CAPABILITY

The Owner shall, at the request of the Bidder to whom award of a Contract is under consideration and no later than seven days prior to the expiration of the time for withdrawal of Bids, furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Unless such reasonable evidence is furnished, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

§ 6.3 SUBMITTALS

§ 6.3.1 The Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, after notification of selection for the award of a Contract, furnish to the Owner through the Architect in writing:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder in writing if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or

Alternate Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 BOND REQUIREMENTS

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds may be secured through the Bidder's usual sources.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 If the Owner requires that bonds be secured from other than the Bidder's usual sources, changes in cost will be adjusted as provided in the Contract Documents.

§ 7.2 TIME OF DELIVERY AND FORM OF BONDS

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond. Both bonds shall be written in the amount of the Contract Sum.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum.

SECTION 00210 - SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

The following supplements contain changes and additions to the Instructions to Bidders, AIA Document A701, 1997 Edition. The portions of the Instructions to Bidders not modified, supplemented or deleted by these Supplementary Instructions to Bidders shall remain in effect. As appropriate, for purposes of this Request for Competitive Sealed Bids, the term "Proposal" shall mean "Bid", the term "Offeror" shall mean "Bidder", and the term "Architect" shall mean "Engineer" wherever they appear in the Contract Documents.

ARTICLE 3 -- BIDDING DOCUMENTS

3.4 ADDENDA

Delete subparagraph 3.4.3 in its entirety.

ARTICLE 4 -- BIDDING PROCEDURES

4.4 MODIFICATION OR WITHDRAWAL OF BID

At subparagraph 4.4.1, change the phrase "stipulated time" to read "thirty days".

Add paragraph 4.5 as follows:

4.5 OTHER DOCUMENTS TO BE SUBMITTED WITH BID

4.5.1 A fully executed Affidavits. Refer to Document.

4.5.2 A fully executed Felony Conviction Notification form. Refer to Document.

4.5.3 A fully executed Affidavit of Non-Collusion. Refer to Document.

ARTICLE 5 -- CONSIDERATION OF BIDS

5.3 ACCEPTANCE OF BIDS (AWARD)

Delete Subparagraph 5.3.1 in its entirety and replace it with the following:

5.3.1 The OWNER shall select the OFFEROR that offers the best value for the OWNER based on the published selection criteria and on its ranking evaluation. The OWNER shall first attempt to negotiate with the selected OFFEROR a contract. The OWNER and its engineer or architect may discuss with the selected OFFEROR options for a scope or time modification and any price change associated with the modification. If the OWNER is unable to negotiate a contract with the selected OFFEROR, the OWNER shall, formally and in writing, end negotiations with that OFFEROR and proceed to the next OFFEROR in the order of the selection ranking until a contract is reached or all proposals are rejected.

Add the following subparagraphs:

5.3.3 In determining best value for the district, the district is not restricted to considering price alone, but may consider any other factor stated in the selection criteria.

5.3.4 It is the intent of the OWNER to award a Contract to the OFFEROR that offers the best value for the OWNER, according to the weighted selection criteria established by the OWNER.

5.3.5 The OWNER reserves the right to accept or reject any and/or all proposals, to accept the Proposal

SECTION 00210 - SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

that, in the OWNER'S judgment, is in the OWNER'S best interest, and to waive informalities or irregularities in a proposal received.

5.3.6 The OWNER will document the basis of its selection and will make the evaluations public not later than the seventh day after the date the contract is awarded.

5.3.7 Proposals received from nonresident Bidders will be evaluated by the Owner as required by House Bill 620, 69th Legislature, 1985.

ARTICLE 7 -- PERFORMANCE BOND AND PAYMENT BOND

7.1 BOND REQUIREMENTS

At subparagraph 7.1.1, add the following clause at the end of the last sentence:

“except as required otherwise, refer to Supplementary Conditions, Article 11.5.”

Delete subparagraph 7.1.3 in its entirety, and replace it with the following:

7.1.3 Bonding Companies (Sureties) shall comply with the requirements of Article 11 of the General Conditions and Supplementary Conditions.

Add Article 9 as follows:

ARTICLE 9 -- ADDITIONAL INFORMATION AND INSTRUCTIONS

9.1 SALES TAX

9.1.1 The Owner is exempt from all Sales Tax, refer to Supplementary Conditions, Article 3.

9.2 WAGE RATES

9.2.1 The Owner has adopted a schedule of minimum wage rates for employees used in the construction of this project, refer to Supplementary Conditions, Article 3.

9.3 HAZARDOUS MATERIALS

9.3.1 The use of any construction process or the installation of any materials containing the following is strictly prohibited on this project

- .1 Asbestos
- .2 Lead
- .3 P.C.B. (Polychloride Biphenyls)
- .4 Refrigerants R-11, R-12, R-113, R-114, R-500 and R-502

9.3.2 Prior to submitting a Proposal, each Offeror shall notify the Architect in writing of any materials or systems in the Bidding Documents which he has reason to believe contain any of the above listed items.

9.4 TOBACCO FREE CAMPUS

9.4.1 The Owner has designated their District as a tobacco free facility; therefore, the use of any tobacco will not be permitted anywhere on the project site at any time.

SECTION 00210 - SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

Add Article 10 as follows:

ARTICLE 10 –GENERAL TERMS AND CONDITIONS

10.1 The Owner is soliciting sealed proposals on the merchandise, supplies, and/or equipment set forth in this proposal package.

a. The Owner will award proposals after an in depth evaluation of all Offerors utilizing the following criteria. The criterion is listed in order of relative weighted importance and will be used in the ranking of each line item(s) or proposal in whole. All factors will be used to insure vendor's compliance to product and/or service specification, including but not limited to requesting samples of alternate items. The District reserves the right to pick and choose on a per line item basis (cherry-pick) and award items to multiple vendors as necessary. Evaluations shall be based on all of the following criteria, including other factors specified in item (h):

- (a) the purchase price; lowest price meeting specifications
- (b) reputation of the vendor and of the vendor's goods or services;
- (c) the quality of the vendor's goods or services;
- (d) the extent to which the goods or services meet the district's needs;
- (e) the vendor's past relationship with the district;
- (f) the impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses;
- (g) the total long-term cost to the district to acquire the vendor's goods or services;
- (h) Special criteria as it might relate to specific requirements:
 - Vendor's ability to meet specific Delivery Schedule
 - Results of quality analysis regarding:
 - Stated performance specifications or specific Brand
 - Quality standards/features compared to other submittals
 - Financial strength/standing with statutory requirements
 - Specific Circumstance Requirements as delineated in proposal requirements
 - Capacity to provide Technical assistance - present and past
 - Vendors' ability to respond regarding deficiencies or warranty
 - To meet the purpose and intent of the described commodity

It is the intent of this district to evaluate proposal submittals and determine the award(s) to a Vendor(s) that derives the best value for the dollars spent. In order to facilitate the most advantageous situation to the district and to the proposers, the district will rank the proposals by most successful vendor to least. Any and all information available or specifically requested will be used for evaluation process and application of the criterion as stated. Some instances might require the awards to a specific number of vendors in an effort not to diminish the vendor's earnest interest in fulfilling his contractual obligation, i.e.: In cases where a vendor bids "all or nothing" on multiple line items and the overall effect to this condition results in an overall lowest bid of acceptable products. See Owner's Proposal Evaluation Matrix.

b. Specifications, as written meet specific requirements. Submittals (offers) different to the original requirements must meet or exceed original proposal specifications to be considered as equivalent. It is a mandatory requirement of these specifications, in order to qualify alternate (equal) products to those specifically named; that, complete material/product specifica-

SECTION 00210 - SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

- tion-data sheets to be provided with the sealed proposal package as applicable. Failure to provide or denote this information will be sufficient grounds for disqualification. Should the proposer fail to denote his offer is for an alternate item: then, stated price will be accepted for the actual product specifically named. Resulting contracts/orders resulting from the award will be processed by a formal instrument (Purchase Order).
- c. During the performance of this contract, the vendor agrees not to discriminate against any employee or applicant for employment because of race, color, national origin, age, religion, gender, marital or veteran status, or disabled condition.
 - d. All contracts and agreements between merchants and the Owner shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended in 1977 by the American Law Institute in the national Conference of Commissioners on Uniform State laws, or latest revision. Reference: Uniform Commercial Code, 1987 official text.
 - e. Merchandise received shall be newly manufactured merchandise. Refurbished or reconditioned merchandise will not be allowed, unless specifically required in the bid. Merchandise received in this condition will be returned freight collect at the vendors' expense. If this problem is not corrected within ten (10) working days of notification the Owner, under Uniform Commercial Code, will have the right to seek remedy.
 - f. Fund out provision: Should, during the term of the resulting contract, funding allocations be cut or exhausted Owner will be held harmless for any future obligations to the said contract.

END OF SECTION 00210

Contractor Ranking and Selection Approval Form

Date: 3-15-2024

Projects: CSP# 22 ESGU-0424 IDEA Public Schools Electrical Switchgear Upgrades at Multiple Campuses

Construction Delivery Approach: Competitive Sealed Proposal (CSP), given the market is conducive for securing quality contractors when bidding this approach. This approach is a more cost-effective approach and is easier to manage from a fund s management and contracts standpoint than other delivery methods.

Scoring Criteria and Weighting:

Pass/Fail Criteria

1. Ability to provide required bonding and insurance.
2. Ability to meet the project schedule.
3. Financial Stability as demonstrated by financial statements.
4. History of excessive litigation
5. Conflicts of interest
6. Criminal conviction history
7. Other legal status barring award of contract
8. Safety record

Proposed Questions & Information for Each Pass/Fail Category:

1. Provide a bid bond with a penal sum of 5% of the proposal amount, valid for two weeks after the proposal deadline. List your insurance carrier(s) and confirm ability to meet the insurance requirements published in the Request for Proposals.
2. Confirm ability to meet the project schedule published in the Request for Proposals.
3. IDEA is interested in understanding the stability of your firm in terms of managed growth. Provide financial statements for the past year (IDEA reserves the right to disqualify firms that cannot show financial stability in a satisfactory manner to the Owner. Financial information provided will not be shared with anyone outside of IDEA and the selection team.).
4. Provide a history of litigation your firm has been involved in during the past five years and the disposition of such litigation.
5. Provide the completed conflicts of interest form provided in the Request for Proposals.
6. Provide the completed criminal conviction form provided in the Request for Proposals.
7. Confirm that your firm is legally able to conduct business in the State of Texas and enter into construction contracts involving public funds.
8. Please provide your firm s Experience Modification Rate (EMR). If your EMR is above 1.0, please provide a copy of your firm s OSHA Form 300 for the past year and an explanation of any reported incidents.

Weighted Scoring Criteria

1. Cost (50 Points)
2. Firm Experience/Key Personnel and Firm Stability/Management (40 Points)
3. K-12 Construction Experience (5 Points)
4. Prior Experience with the Project Team including IDEA Public Schools, and/or the design team. (5 Points)

Proposed Questions & Information for Each Scoring Category:

Cost (50 Points)

Points will be awarded based on Offerors ratio to the lowest price received. Points will be awarded based on the following formula: $\text{Lowest Bid} / \text{Proposer's Bid} \times 50 = \text{Points Received}$. As an example, the following sample scoring matrix is provided:

Proposer	Offeror's Proposed Cost	Calculation	Assigned Point Value
Contractor 1	\$2,500,000	$\$2,500,000 / \$2,500,000 \times 50 =$	50
Contractor 2	\$2,700,000	$\$2,500,000 / \$2,700,000 \times 50 =$	46
Contractor 3	\$2,800,000	$\$2,500,000 / \$2,800,000 \times 50 =$	45
Contractor 4	\$2,900,000	$\$2,500,000 / \$2,900,000 \times 50 =$	43
Contractor 5	\$3,000,000	$\$2,500,000 / \$3,000,000 \times 50 =$	42

Relevant Firm Experience, Key Personnel, and Ability to Complete the Work (40 Points)

1. Include an organizational chart for your proposed management team. The proposed team will be evaluated based on their relevant experience and qualifications. Include, at a minimum, the name of the principal-in-charge for the firm as well as the following staff: project manager (primary decision maker), superintendent(s), project engineer, and safety manager. The safety manager may have other roles, such as project superintendent or project manager, but must be on-site full time. Staffing strength is significant to IDEA Public Schools and changes to proposed staff (or staff options) without the prior approval of IDEA Public Schools may be grounds for termination prior to construction phase services. **10 points**
2. Provide information on a minimum of five projects of comparable type, size, and quality that your firm has completed in the last five years. Identify similar challenges and describe your approach. Regarding these projects, identify which staff members were on the featured projects, along with names and contact information for the related Owner and Architect. **15 points**
3. Provide the number of Surety companies that your company has engaged over the last 2 years, the name(s) of the Surety company, and the number of years that your firm has consistently engaged the Surety company(ies). **5 points**
4. Describe how your firm's quality control team will measure the quality of construction and commissioning and how will you address non-conforming work. **5 points**
5. Describe your firm's warranty service support philosophy and your approach to warranty service implementation. **5 points**

K-12 Construction Experience (5 Points)

Provide details of all K-12 school construction projects completed or underway over the past ten years. Provide contact information for the owner's representative for all projects completed in the last five years. Recent experience and experience of the proposed project team will receive highest consideration. **5 points**

Prior Experience with the Project Team (5 Points)

Provide details of all projects completed with the client and/or design team. **5 points**

NON-COLLUSION STATEMENT

The undersigned affirms that he/she is duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other offeror, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business, or to any individual affiliated with the Owner prior to the official opening of this proposal.

NOTIFICATION OF CRIMINAL HISTORY OF CONTRACTOR

Texas Education Cod 44.034 states: "A person or business entity that enters into 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 notice must include a general description of the conduct resulting in the conviction of a felony."

I, the undersigned authorized agent for the company named below; certify that I have complied with the procedures outlined above.

COMPANY _____

ADDRESS _____

CITY, STATE, ZIP CODE _____

AREA CODE/TELEPHONE _____

AREA CODE/FAX _____

E-MAIL ADDRESS _____

SIGNATURE

TITLE

CERTIFICATE OF RESIDENCY

Texas Education Code Chapter 2252, Subchapter A. makes it necessary to determine the residency of bidders. In part, this law reads as follows:

Section 2252.001: Subchapter (3): "Non-resident Bidder" refers to a person who is not a resident of this state. Subchapter (4): "Resident Bidder" refers to a person, whose principal place of business is in this state, including a Bidder or Contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section 2252.002: "A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident bidder underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresidents principal place of business is located."

I certify that

Name of Bidding Company

Is, under Section 2252.001 (3) and (4), a

Please check one:

_____ Resident Bidder or _____ Non-Resident Bidder

My/our principal place of business under Section 2252.001 (3) and (4), is in the city of in

_____ the state of _____

(a) Does your "Resident State" require bidders whose principal place of business is in Texas to underbid bidders whose residence state is the same as yours by a prescribed amount or percentage to receive a comparable contract?_Yes _____No

(b) If yes, what is amount of the percentage? _____%

Signature of Authorized Company Official

Date

Printed Name of Official

Title/Position of Company Official

Contractor Certification Form
Criminal History Record Information Review of Certain Contract Employees

Contractor must comply with Section 22.0834. Criminal History Record Information Review of Certain Contract Employees, Texas Education Code. Before work on this Contract begins, Contractor shall obtain criminal history record information through the criminal history clearinghouse as provided by Section 411.0845, Government Code relating to an employee or applicant who has or will have continuing duties related to the contracted services; and the employee or applicant has or will have direct contact with students. The Contractor must obtain criminal history record information before or immediately after employing or securing the services of the employee or applicant that has or will have continuing duties related to the contracted services if the employee or applicant has or will have direct contact with students. The Contractor further agrees that he shall assume all expenses associated with the criminal background check and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from District property or the location where students are present.

Please visit Guide for School Contractors Section for additional information regarding Senate Bill 9.

I, the undersigned authorized agent for the company named below, certify that I have complied with the procedures outlined above.

First Name: _____ Last Name: _____

Enter Bid/RFP: _____

Yes, I certify that the Company/Firm does not have employees working where children are present

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

E-mail: _____ Signature: _____ Date _____

IMPORTANT

By submitting this form, I am indicating that I am complying with Senate Bill 9, Section 22.0834 Criminal History Record Information Review of Certain Contract Employees, Texas Education Code.

**FELONY CONVICTION NOTIFICATION, DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION SIGNATURE PAGE (THIS NOTICE
IS NOT REQUIRED OF A PUBLICLY HELD CORPORATION)**

I. 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 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 notice must include a general description of the conduct resulting in the conviction or a felony”. Subsection (b) states “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 for services performed before the termination of the contract. This section does not apply to a publicly held corporation.

II. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

- (a) In accordance with the provisions of Appendix A to 49 CFR (Code of Federal Regulations), Part 29, the offeror certifies to the best of the offeror’s knowledge and belief, that it and its principals:
 - (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or Local Government department or agency;
 - (2) have not within a three (3) year period preceding this offer been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local with commission of any of the offenses enumerated in (a)(2) above; and
 - (4) have not within a three (3) year period preceding this offer had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (b) Where the offeror is unable to certify to any of the statements above, the offeror shall attach a full explanation to this offer.
- (c) For any subcontract at any tier expected to equal or exceed \$25,000:
 - (1) In accordance with the provisions of Appendix B to 49 CFR, Part 29, the prospective lower tier subcontractor certifies, by submission of this offer, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - (2) Where the prospective lower tier participant is unable to certify to the statement, above, an explanation shall be attached to the offer.

- (3) This certification (specified in paragraphs (c) (1) and (c) (2), above), shall be included in all applicable subcontracts and a copy kept on file by the prime contractor. The prime contractor shall be required to furnish copies of the certifications to the Authority upon request.

Signature below acknowledges compliance with Section I. FELONY CONVICTION NOTIFICATION and Section II. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION.

COMPANY _____

ADDRESS _____

CITY, STATE, ZIP CODE _____

AREA CODE/TELEPHONE _____

AREA CODE/FAX _____

E-MAIL ADDRESS _____

SIGNATURE TITLE

***THIS FORM MUST BE SIGNED AND INCLUDED WITH SUBMITTAL OF PROPOSALS –
UNLESS FIRM IS A PUBLICLY HELD CORPORATION***

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See section 176.006, Local Government Code.

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

OFFICE USE ONLY

Date Received

1. **Name of person doing business 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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. **Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.**

4. **Name each local governmental officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.**

5. **Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answers to A, B, or C is YES.**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each affiliation or business relationship.

6.

Signature of person doing business with the government entity

Date

VENDOR CERTIFICATION OF COMPLIANCE WITH SB 253

PROHIBITION ON CONTRACTS WITH COMPANIES KNOWN TO HAVE CONTRACTS WITH, PROVIDE SUPPLIES OR SERVICES TO A FOREIGN TERRORIST ORGANIZATION.

Texas Government Code Chapter 2252, Section 2252.152 and Section 2252.153 states:

A BILL TO BE ENTITLED
AN ACT

relating to prohibiting governmental contracts with a company doing business with Iran, Sudan, or a foreign terrorist organization.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Chapter 2252, Government Code, is amended by adding Subchapter F to read as follows:

SUBCHAPTER F. PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES

Sec. 2252.151. DEFINITIONS. In this subchapter:

(1) "Company" has the meaning assigned by Section 806.001.

(2) "Foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.

(3) "Governmental contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment. The term includes a contract to obtain a professional or consulting service subject to Chapter 2254.

(4) "Governmental entity" has the meaning assigned by Section 2252.001.

Sec. 2252.152. CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A

governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.

Sec. 2252.153. LISTED COMPANIES. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

SECTION 2. Subchapter F, Chapter 2252, Government Code, as added by this Act, applies only to a contract or purchase for which a governmental entity first advertises or otherwise solicits bids, proposals, offers, or qualifications on or after the effective date of this Act.

SECTION 3. This Act takes effect September 1, 2017.

I acknowledge compliance with Texas Government Code Chapter 2252 that my company does not and will not have contracts with or provide supplies or services to a foreign terrorist organization during the term of this contract.

COMPANY _____

BY _____

ADDRESS _____

CITY, STATE, ZIP CODE _____

AREA CODE/TELEPHONE _____

AREA CODE/FAX _____

E-MAIL ADDRESS _____

SIGNATURE

TITLE

THIS FORM MUST BE SIGNED AND INCLUDED WITH SUBMITTAL OF PROPOSALS

THIS FORM MUST BE SIGNED AND INCLUDED WITH SUBMITTAL OF PROPOSALS

L. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

H.B. No. 89, Sec. 2270.002 states:

A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

(1) does not boycott Israel; and

(2) will not boycott Israel during the term of the contract.

For complete copy of H.B. No 89, Sec. 2270.002 please click here: ftp://ftp.legis.state.tx.us/bills/85R/billtext/html/house_bills/HB00001_HB00099/HB00089S.htm

I acknowledges compliance with Texas H.B. No 89, Sec. 2270.002 that my company does not boycott Israel and will not boycott Israel during the term of this contract.

COMPANY _____

BY _____

ADDRESS _____

CITY, STATE, ZIP CODE _____

AREA CODE/TELEPHONE _____

AREA CODE/FAX _____

E-MAIL ADDRESS _____

SIGNATURE

TITLE

THIS FORM MUST BE SIGNED AND INCLUDED WITH SUBMITTAL OF PROPOSALS

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____	(Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-			-				
or											
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

000400 – COMPETITIVE SEALED PROPOSAL FORM

PROJECT TITLE: **IDEA Public Schools Electrical Switchgear Upgrades at Multiple Campuses**

PROPOSAL NO: **CSP# 22-ESGU-0424**

DUE DATE, TIME & PLACE: Wednesday, April 3, 2024 at 3:00 pm
Idea Public Schools Head Quarters
2115 W. Pike Blvd., Weslaco, TX 78596

ESTIMATED COST: \$2,106,000.00

1. The undersigned OFFEROR proposes and agrees, if this proposal is accepted, to enter into an Agreement with OWNER to provide and install Equipment and Materials as specified or indicated in the Contract Documents for the Contract Price and within the Contract, Time indicated in this Proposal and in accordance with the Contract Documents.
2. OFFEROR accepts all of the terms and conditions of the Instructions to Bidders and Supplementary Instructions to Bidders. This Proposal shall remain in effect for a period of no less than sixty (60) days after the date of Proposal opening.
3. In submitting this Bid, OFFEROR certifies that:

(a) OFFEROR has examined copies of all the Contact Documents and the following Addenda:

<u>Date</u>	<u>Number</u>
_____	_____
_____	_____
_____	_____

(receipt of all of which is hereby acknowledged) and also copies of the Advertisement or Invitation to Submit Proposal and the Instructions to BIDDERS; and

- (b) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; OFFEROR has not directly or indirectly induced or solicited any other OFFEROR to submit a false or sham Bid; OFFEROR has not solicited or induced any person, firm or a corporation to refrain from proposing; and OFFEROR has not sought by collusion to obtain for himself any advantage over any other OFFEROR or over OWNER.
4. Project Deadlines and Penalties: This provision shall be enforced, except in the event of inclement weather, unnecessary delay caused by OWNER or his agent, or other natural disaster or Act of God beyond Contractor's control.
 - (a) For penalties, refer to AIA Contract between Owner and Contractor, along with all applicable amendments.

5. Communications concerning this Proposal shall be addressed to:

000400 – COMPETITIVE SEALED PROPOSAL FORM

Guillermo Quintanilla
1126 South Commerce Street
Harlingen, Texas 78550
Phone: (956) 230-3435; Fax: (956) 720-0830
Email: gquin@ethoseng.net

Chris Garza
1126 South Commerce Street
Harlingen, Texas 78550
Phone: (956) 230-3435; Fax: (956) 720-0830
Email: chris@ethoseng.net

NOTICE:

In determining the best value for the district, the district is not restricted to considering price alone but may consider any other factor stated in the selection criteria.

It is the intent of the OWNER to award a Contract to the OFFEROR that offers the best value for the OWNER, according to the following weighted selection criteria established by the OWNER.

The OWNER reserves the right to accept or reject any and/or all Bids, to accept the Proposal that, in the OWNER'S judgment, is in the OWNER'S best interest, and to waive informalities or irregularities in a Proposal received.

The OWNER will document the basis of its selection and will make the evaluations public not later than the seventh day after the date the contract is awarded.

Bids received from nonresident Offerors will be evaluated by the Owner as required by House Bill 620, 69th Legislature, 1985.

000400 – COMPETITIVE SEALED PROPOSAL FORM

OFFEROR will supply and install on-site mechanical/electrical equipment and services as specified in the Project Manual dated March 15, 2024 for the following price:

BASE PROPOSAL:

[Proposal amount includes Allowances as per specifications section 012100].

\$ _____ (number)

_____ (words)

PROPOSED SUBSTANTIAL COMPLETION DATE of the project in its entirety.

Our Proposal proposes to use the following Contractors, Subcontractors, Manufacturers, Products, Material Suppliers and Equipment Suppliers for the principal portions of the work.

NAME(S) OF SUB-CONTRACTORS:

NAME(S) OF EQUIPMENT SUPPLIERS:

OTHER:

000400 – COMPETITIVE SEALED PROPOSAL FORM

Name and Address of OFFEROR:

Signature

Name and Title

Telephone _____

Sworn to and subscribed before me this ____ day of _____, 2024.

SEAL

Notary Public in and for the State of Texas

SEAL (If Proposal is By a Corporation)

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 day of in the year
(In words, indicate day, month and year.)

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

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

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

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

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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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.

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User Notes:

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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.
- Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

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:

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

Not later than () calendar days from the date of commencement of the Work.

By the following date:

§ 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 Zero Dollars and Zero Cents (\$ 0.00), 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
------	-------

§ 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:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than () days after the Architect receives the Application for Payment.

(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.)

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§ 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.)

§ 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.)

§ 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.)

§ 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 no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

§ 5.3 Interest

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

(Insert rate of interest agreed upon, if any.)

%

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.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, 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.)

§ 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:
(Name, address, email address, and other information)

§ 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:

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
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
--------	-------	------

.6 Specifications

Section	Title	Date	Pages
---------	-------	------	-------

.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 Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

Init.

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

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

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

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**SUPPLEMENTARY CONDITIONS TO THE STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR
AIA DOCUMENT A-101 2017**

The Supplementary Conditions contain modifications and additions to the Standard Form of Agreement between Owner and Contractor, AIA Document A101—2017 Edition. Where any part of the AIA A101—2017 is modified or voided by the Supplementary Conditions, the unaltered portions shall remain in effect.

All references to the AIA A201—2017 shall mean the AIA Document AIA A201—2017 as modified by Owner.

ARTICLE 4 – Contract Sum

4.5 Liquidated Damages: Owner and Contractor recognize that time is of the essence in this Agreement and that Owner will suffer financial loss if the Work is not completed within the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 8 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring such proof, Owner and Contractor agree that as liquidated damages for delay (but not as penalty) Contractor shall pay Owner **Five Hundred Dollars (\$500.00)** for each day that expires after the time specified in Paragraph 3.1 for Substantial Completion until the work is substantially complete.

In addition to the liquidated damages outlines above, the Contractor and the Contractor's Surety shall be liable for and shall pay the Owner the sum of Five Hundred Dollars (\$500.00) as damages for each calendar day after the project has been substantially complete and the Architect and MEP punch lists have been not been satisfactorily corrected within thirty (30) days of Substantial Acceptance.

The Contractor and the Contractor's Surety shall be liable for and shall pay the Owner the sum herein stipulated as One Thousand Dollars (\$1,000.00) for damages per calendar day if those items on the Architect and MEP punch lists have been not been satisfactorily corrected within forty five (45) days of Substantial Acceptance.

In further agreed that the Contractor and the Contractor's Surety shall be liable for and pay to the Owner as damages the sum of One Thousand Five Hundred Dollars (\$1,500.00) per day if these items on the Architect and MEP punch lists have been not been satisfactorily corrected within sixty (60) days of Substantial Acceptance, and until they are corrected.

ARTICLE 5 – Payments

5.1.3 Delete this paragraph in its entirety and replace with the following: "Contractor shall submit an Application for Payment to the Architect by the **1st** of the month. Architect shall have seven (**7**) **days** to approve or reject the

application for payment. Owner shall pay Contractor within **30 days** of receipt of an approved Application of Payment from the Architect. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner no later than **30 days** after the Architect approves the Application for Payment. A draft pencil review of the Application for Payment prior to the approval date may be conducted to facilitate the approval process.”

Delete paragraphs 5.1.7.1.1, 5.1.7.2, and 5.1.7.3 in their entirety.

5.2.2 At the end of the paragraph delete “or as follows” and insert “and upon acceptance by the Owner and Architect, and after satisfactory evidence has been given by the Contractor that all his bills have been paid and the entire project is free from liens.”

ARTICLE 6 Dispute Resolution

6.2 Check the second box, “Litigation in a court of competent jurisdiction.”

ARTICLE 7 Termination or Suspension

7.1.1 Delete this paragraph in its entirety

ARTICLE 8 Miscellaneous Provision

8.6 Delete this paragraph in its entirety

8.7 Family Code Child Support Certification. By signing the Agreement, the Contractor certifies as follows: “Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.”.

8.8 Felony Conviction Notice - Section 44.034 of the Texas Education Code requires a person or business entity that enters into 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 notice must include a general description of the conduct resulting in the conviction of a felony. Subsection (b) states, “... 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 the services performed before the termination of the contract.” Subsection (c) states, “... this section does not apply to a publicly held corporation.”

EXHIBIT A – Insurance and Bonds

Refer to AIA 2017 Supplemental Instructions, Section 11.1

AIA[®] Document A201[™] – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

THE OWNER:

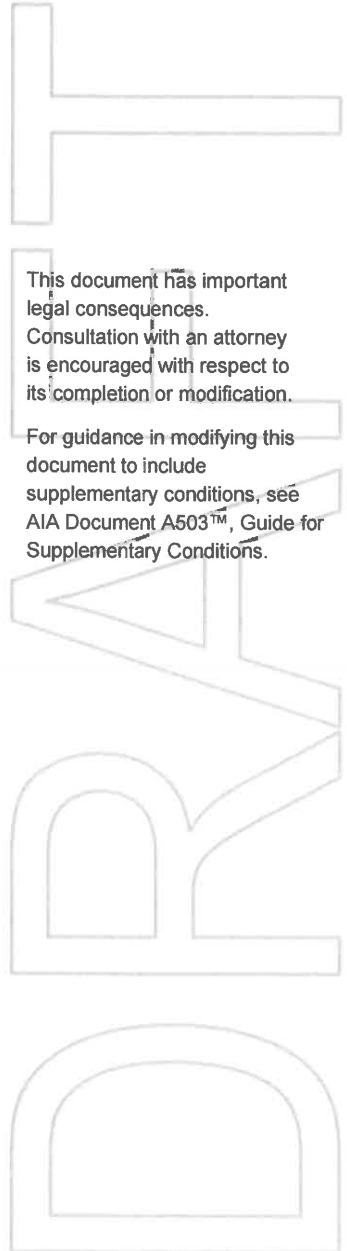
(Name, legal status and address)

THE ARCHITECT:

(Name, legal status and address)

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- 1 GENERAL PROVISIONS
- 2 OWNER
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- 11 INSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES



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 14.1.3, 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.

**SUPPLEMENTARY CONDITIONS
TO THE GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION
AIA DOCUMENT A201-2017
IDEA PUBLIC SCHOOLS**

- A. The Supplementary Conditions contain modifications and additions to the General Conditions of the Contract for Construction, AIA Document A201-2017 Edition. Where any part of the AIA General Conditions is modified or voided by the Supplementary Conditions, the unaltered portions shall remain in effect. The paragraph numbering system of AIA Document A-201-2017 Edition, is continued in the Supplementary Conditions.

- B. The following paragraphs and subparagraphs take precedence over the Agreement and General Conditions. Where any part of the Agreement or General Conditions are modified or deleted by the Supplementary Conditions, the unaltered provisions remain in effect.

- C. Paragraph numbers and titles refer to like numbers and titles in the Agreement and General Conditions.

ARTICLE 1 – GENERAL PROVISIONS

1.1 Basic Definitions

1.1.1 The Contract Documents

1.1.1 In line 6, after “Architect” delete “.” and insert “pursuant to Paragraph 7.4.” In line 6 delete “Unless specifically enumerated in the Agreement” and replace with, “At the Owner’s option,”

Insert new 1.1.1.1 as follows:

1.1.1.1 Contractor acknowledges and warrants that it has closely examined all the Contract Documents and is unaware of any instance where the documents are not suitable or are insufficient, to enable the Contractor to complete the Work in a timely manner for the Contract sum, and that they include all Work, whether or not shown or described, which reasonably may be inferred or useful for the completion of the Work in full compliance with all applicable codes, laws, ordinances, and regulations.”

1.1.2 The Contract

1.1.2 In line 5 after “Sub-Subcontractor” insert the following, “(except as provided in Paragraph 5.3 and 5.4 hereof)”. In line 7 after “obligations” insert “of Contractor”.

1.1.3 The Work

Insert new 1.1.3.1 as follows:

1.1.3.1 The Work shall include the obligation of the Contractor to visit the site of the project before submitting a proposal. Such site visit shall be for the purpose of familiarizing Contractor with the conditions as they exist and the character of the operations to be carried on under the Contract Document, including all existing site conditions, access to the site, physical characteristics of the site and surrounding areas. It also includes all supplies, skill, supervision, transportation services and other facilities and things necessary, proper or incidental to the carrying out and completion of the terms of the Contract and all other items of cost or value needed to produce, construct and fully complete the public work identified by the Contract Documents.

1.1.4 The Project

1.1.4 At the end of the paragraph delete the “.” and insert the following, “wherever located and whenever issued.”

1.2 Correlation and Intent of the Contract Documents

1.2.1 At the end of the paragraph insert the following, “Any differences between the requirements of the Drawings and the Specifications or any differences noted within the Drawings themselves or within the Specifications themselves have been referred to Owner and Architect by Contactor prior to the submission of bids and have been clarified by an Addendum issued to all bidders.”

“If such differences or conflicts were not called to Owner’s and Architect’s attentions prior to submission of bids, Architect shall decide which of the conflicting requirements will govern based upon the following: the most stringent of the requirements will take precedence over the less stringent; the most expensive item will take precedence over the less expensive, and subject to the approval of Owner, Contractor shall perform the Work in accordance with the Architect’s decision, without change to the Contract Sum or Contract Time. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable as being necessary to produce the intended results referenced in the Contract Documents.”

Insert new 1.2.1.2 as follows:

1.2.1.2 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

- .1 The Agreement;
- .2 Addenda, with those of later date having precedence over those of earlier date;
- .3 Supplementary Conditions issued by the Owner;
- .4 The General Conditions of the Contact for Construction;
- .5 Specifications;

- .6 Drawings, in the case of inconsistency between the Drawings and Specifications or within either document, not clarified by Addendum, the better quality or greater quantity of Work shall be included in the Contract Documents. Clarifications of the inconsistency will be accomplished with the Contractor and, if necessary, an appropriate reduction in the contract will be accomplished by Change Order. Figures given on drawings govern scale measurements. Large scale drawings take precedence over small scale drawings. Written words take precedence over numbers. Handwritten documents take precedence over typewritten documents. Existing conditions take precedence over drawings and specifications for dimensions and shall be verified by the Contractor. The Contractor proceeds at his own risk if conflicts or discrepancies are not resolved prior to the execution of the Work.

Insert new 1.2.1.3 as follows:

1.2.1.3 If Work is required in a manner to make it impossible to produce Work of the quality required by or reasonably inferred from the Contract Documents, or should discrepancies appear among the Contract Documents, Contractor shall request in writing an interpretation from Architect before proceeding with the Work. If Contractor fails to make such request, no excuse will thereafter be entertained for failure to carryout Work in the required manner or provide required guarantees, warranties, or bonds, and Contractor shall not be entitled to any change in the Contract Sum or the Contract Time on account of such failure.

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

1.5.1 Delete the first sentence in its entirety and replace with the following: "Instruments of Service, including the Drawings, Specifications, and other similar or related documents and copies thereof are furnished to Contractor for the purpose of performing the Work and are, and shall remain, the property of Owner and Owner will retain all common law, statutory and other reserved rights, including copyrights." In line 6 delete "Architect or Architect's consultants" and replace with: "Owner or Owners' consultants." Add the following at the end of the paragraph: "Neither the Contractor nor any subcontractor may utilize the Instruments of Service on other projects without the written consent of the Owner and the Architect."

ARTICLE 2 – OWNER

2.1 General

Delete the existing Paragraph 2.1.1 and replacing it with the following paragraph:

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. Owner's Board of Trustees has designated the Chief Executive Officer, Chief Operating Officer, and Chief Financial Officer, with the power to enter into a Contract, to execute a change order requiring an increase in the Contract Sum, or agreements to extend the contractual completion date. Project Management Services, Inc. (may be referred to as "Project Manager"), is an authorized representative to act on its behalf during the course of construction and any decisions made by the Project Manager effecting cost or extensions of contract time must be ratified by one of the Owner's Chief Officers.

2.1.2 Replace paragraph 2.1.2 in its entirety with the following:

Notice regarding construction project financing; Unlike a traditional school district where a bond election must be held and approved before major construction projects are undertaken, charter schools such as the Owner are authorized to use interim financing, traditional bank financing and to issue tax exempt bonds that do not require an election. Owner typically uses a combination of the above, and proceeds with construction using an available line of credit before issuing bonds to finance the completed project. Responding bidders and the selected contractor acknowledge the financing plan of the Owner and agree that they will comply with Owner's notice to proceed and commence construction when and as directed, in order to meet Owner's construction timelines.

2.3 Information and Services Required of the Owner

2.3.4 In line 1 after, "characteristics" insert "and" and delete "and utility locations". At the end of the paragraph insert the following, "In connection with the foregoing, Contractor shall be solely responsible for locating (and shall locate prior to performing any Work) all utility lines, telephone company lines and cable, sewer lines, water pipes, gas lines, electrical lines, including without limitation, all buried pipelines and buried telephone cables and shall perform the Work in such a manner so as to avoid damaging any such lines, cables, pipes and pipelines"

2.3.6 At the end of the sentence delete the "." and insert the following, "for use on this Project. All costs of reproduction are the responsibility of Contactor."

2.4 Owner's Right to Stop the Work

2.4 In line two after, "Contract Documents" insert the following, "or fails to remove and discharge (within ten (10) days) any lien filed upon Owner's or Landlord's property by anyone claiming by, through, or under Contractor; or disregards the instructions of Architect or Owner when based on the requirements of the Contract Documents". At the end of the paragraph delete "." and insert the following, ", and any delay resulting from such Work stoppage shall not extend any Milestone Date identified in the Contract for Construction or the required dates of Substantial or Final Completion."

2.5 Owner's Right to Carry Out the Work

Insert new 2.5.1 as follows:

2.5.1 The rights stated in Article 2 shall be in addition and not in limitation of any other rights of Owner granted in the Contract Documents or at law or in equity.

Insert new 2.6 and 2.6.1:

2.6 For any charges submitted for payment based upon costs incurred by the Contractor, the Owner shall be entitled to audit all records of the Contractor to verify the accuracy of costs. This right of audit will extend for three years after final completion, and the Contractor will maintain records reflecting all costs for this period and promptly provide access to the Owner upon request.

2.6.1 In no event shall the Owner have control over, change of, or any responsibility for construction, means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

ARTICLE 3 – CONTRACTOR

3.2 Review of Contract Documents and Field Conditions by Contractor

3.2.2 In line 7 after "Architect" insert "and Owner" and in line 8 after "request for" insert, "design". Delete the last sentence in its entirety.

3.2.3 In line 3 after "Architect" insert, "and Owner in writing," and in line 4 after "request for" insert "design."

3.2.4 Delete the "." at the end of the paragraph and insert the following, "unless the Contractor recognized or reasonably should have recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Architect and Owner."

Insert new paragraphs 3.2.5, 3.2.6, 3.2.7 and 3.2.8 as follows:

3.2.5 "The Contractor shall not be entitled to additional compensation for the "rework portion" of any additional work caused by his failure to carefully study and compare the Contract Documents prior to execution of the Work."

3.2.6 "The Contractor shall make a reasonable attempt to interpret the Contract Documents before asking the Architect for assistance in interpretation. The Contractor shall not ask the Architect for observation of work prior to the Contractor's field superintendent's personal inspection of the work and his determination that the work complies with the Contact Documents."

3.2.7 “If, in the opinion of the Architect and Owner, the Contractor does not make a reasonable effort to comply with the above requirements of the Contract Documents and this causes the Architect or his consultants to expend an unreasonable amount of time in the discharge of the duties imposed on him by the Contract Documents, then the Contractor shall bear the cost of compensation for the Architect’s additional services made necessary by such failure. The Architect will give the Contractor prior notice of intent to bill for additional services related to 3.2.6, 3.2.7 and 3.12 before additional services are performed.”

3.2.8 If the Contractor has knowledge that any of the products or systems specified will perform in a manner that will limit the Contractor’s ability to satisfactorily perform the work or to honor his Warranty, Contractor shall promptly, but no later than three (3) business days after having such knowledge, notify the Architect in writing, providing substantiation for the position. Any necessary changes, including substitutions of materials, shall be accomplished by appropriate Modification.

3.3 Supervision and Construction Procedures

3.3.2 Add the following to the end of the paragraph:

As part of that responsibility, Contractor shall enforce the Owner's alcohol-free, drug-free, tobacco and e-cig-free, and weapon-free policies and zones, which will require compliance with those policies and zones by Contractor's employees, Subcontractors, and all other persons carrying out the Contract. Contractor shall also require adequate and appropriate dress of Contractor's employees, Subcontractors, and all other persons carrying out the Contract.

As to those matters for which the Contractor has responsibility under the terms of the Agreement, the Owner shall not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors or any of their agents or employees or any other persons for whom Contractor is responsible. It is understood and agreed that the relationship of Contractor to Owner shall be that of an independent contractor. Nothing contained herein or inferable herefrom shall be deemed or construed (1) to make Contractor the agent, servant, or employee of the Owner or (2) create any partnership, joint venture or other association between Owner and Contractor. Any direction or instruction by Owner or any of its authorized representatives in respect of the Work shall related to the results the Owner desires to obtain from the Work, and shall in no way affect Contractor’s independent contractor status as described herein.

Insert new 3.3.4, 3.3.5, 3.3.6, 3.3.7, 3.3.8, 3.3.9, 3.3.10, 3.3.11 as follows:

3.3.4 Contractor shall be responsible to Owner for acts and omissions of Contractor’s employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under Contract Documents or other arrangements with Contractor.

3.3.5 Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the Work, including those with respect to the safety of persons and property and their protection from damages, injury, or loss. Contractor shall promptly, but no later than 5 days, remedy damage and loss to property at the site caused in whole or in part by Contractor, its Subcontractor, or anyone directly or indirectly employed by any of them or by anyone for whose acts they may be liable, except for damage or loss attributable solely to acts or omissions of Owner or Architect or by anyone for whose acts either of them may be liable and not attributable to the fault or negligence of Contractor, its Subcontractor, or anyone directly or indirectly employed by them. The foregoing obligations of Contractor are in addition to Contractor's obligations under other provisions hereunder.

3.3.6 Contractor shall be responsible for inspection of portion of Work already performed under the Contract for Construction to determine that such portions are in proper condition to receive subsequent Work.

3.3.7 Contractor has the responsibility to ensure that all material suppliers and Subcontractors, their agents, and employees adhere to the Contract Documents, and that they order materials on time, taking into account the current market and delivery conditions, and that they provide materials on time. Contractor shall coordinate its Work with that of all others on the Project, including of construction utilities.

3.3.8 Contractor shall establish and maintain bench marks and all other grades, lines, and levels necessary for the Work; report errors or inconsistencies to Owner and Architect before commencing Work; and, if applicable, review the placement of the buildings and permanent facilities on the site with Owner and Architect after all lines are staked out and before foundation Work is started. Contractor shall provide access to the Work for Owner, Architect, other persons designated by Owner, and governmental inspectors. Any encroachments made by Contractor or its Subcontractors on adjacent properties caused by construction as revealed by an improvements survey, except for encroachments arising from errors or omissions not reasonably discoverable by Contractor in the Contract Documents, shall be the sole responsibility of Contractor, and Contractor shall correct such encroachments within thirty (30) days of the improvement survey (or as soon thereafter as reasonably possible), at Contractor's sole cost and expense, either by the removal of the encroachment (and subsequent reconstruction on the Project site) or agreement with the adjacent property Owner(s) (in form and substance satisfactory to Owner in its sole discretion) allowing the encroachments to remain.

3.3.9 Contractor shall verify at the Work site the measurements indicated on the Drawings and Specifications and shall establish correctly the lines, levels, and positions for the Work and be responsible for their accuracy and proper correlation with control lines, monuments, and data, as established by surveys furnished by Owner. Work shall be erected square, plumb, level, true to line and grade, in the exact plane and to the correct elevation and/or sloped to drain as indicated. To ensure the proper execution of its subsequent Work, Contractor shall measure all Work already in place (including but not

limited to utilities and grades installed or prepared by others) and shall at once report to Architect and Owner any discrepancy between said Work and the Drawings and Specifications for the Work.

3.3.10 Any discrepancy or omission in the dimensions or elevations shown on the Drawings and Specifications or found in previous Work which may prevent accurate layout or construction of the Work, shall immediately be reported by Contractor to Owner and Architect. If Contractor performs, permits, or causes performance of any Work when Contractor knows or reasonably should have known that such discrepancy or omission exists, without first obtaining further instruction from Architect or Owner, Contractor shall bear any and all costs arising therefrom including, without limitation, the costs of correction thereof without increase or adjustment in the Contract Sum. Omissions from the Drawings or Specifications, or the mis-description of details of Work which are reasonably inferable in order to carry out the intent of the Drawings and Specifications, or which are customarily performed, shall not relieve Contractor from performing such omitted or mis-described details of the Work, and they shall be performed as if fully and correctly set forth and described in the Drawings and Specifications, at no additional cost to Owner.

3.3.11 Contractor shall engage workers who are skilled in performing the Work, and all Work shall be performed with care and skill and in a good workmanlike manner under the full-time supervision of an approved engineer or foreman. Contractor shall be liable for all property damage, including repairs and replacements of the Work and economic losses, which proximately result from the breach of this duty. Contractor shall advise Architect:

- .1 if a specified product deviates from good construction practices;
- .2 if following the Specifications will affect any warranties; or
- .3 any objections which Contractor may have to the Specifications.

Nothing contained in Subparagraph 1.1.3 shall alter the responsibilities established in this Subparagraph.

3.4 Labor and Materials

3.4.2 At the end of the paragraph delete the “.” and insert the following, “by making requests for substitutions based on Subparagraph 3.4.2, Contractor:

- .1 represents that Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
- .2 represents that Contractor will provide the same warranty for the substitution that Contractor would for that specified;
- .3 certifies that the cost data presented is complete and includes all related

- costs under this Contract except Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
- .4 will coordinate the installation for the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

Add the following at the end of the paragraph: "Contractor shall bear the risk of any delay in performance caused by submitting substitutions."

3.4.3 At the end of the paragraph insert the following, "Contractor shall also be responsible for labor peace on the Project and shall at all times make its best efforts and judgments as an experienced Contractor to adopt and implement policies and practices designed to avoid Work stoppages, slowdowns, disputes, or strikes where reasonably possible and practical under the circumstances and shall at all times maintain Project-wide labor harmony. Except as specifically provided in Subparagraph 8.3 hereof, Contractor shall be liable to Owner for all damages suffered by Owner."

Insert new 3.4.4, 3.4.5, 3.4.6 and 3.4.7 as follows:

3.4.4 Materials shall conform to manufacturer's standards in effect at the date of execution of the Agreement and shall be installed in strict accordance with manufacturer's directions. Contractor shall, if required by Owner or Architect, furnish satisfactory evidence as to the kind and quality of any materials. All packaged materials shall be shipped to the site in the original containers clearly labeled, and delivery slips shall be submitted with bulk materials identifying thereon the source, and warranting quality and compliance with Contract Documents.

3.4.5 When the Contract Documents require the Work, or any part of same, to be above the standards required by applicable laws, ordinances, rules and regulations, and other statutory provisions pertaining to the Work, such Work shall be performed and completed by Contractor in accordance with the Contract Documents.

3.4.6 When the manufacturer's name, patent numbers, underwriter's labels, model numbers or similar identifying marks are required, such markings shall be located as inconspicuously as possible.

3.4.7 Contractor agrees that it and its agents and employees will comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, or any subsequent legislation which regulates the employment of aliens. Contractor will not knowingly employ or knowingly allow any of its Subcontractors to employ, any illegal or undocumented aliens to perform any Work in connection with the Project. Contractor will retain and make available for inspection by Owner at the Contractor's Primary place of business on the first day of employment or upon reasonable notice, a completed I-9 Employment Eligibility Verification Form and copies of associated employment eligibility and identity documentation for each person that Contractor directly employs on the jobsite. If Contractor receives actual knowledge of

the unauthorized status of one of its jobsite employees, or if Contractor learns of facts that would lead a reasonable person to infer the unauthorized status of any jobsite employee, Contractor will immediately remove that employee from the jobsite, inform Owner, and shall require such Subcontractor to act in a similar fashion with respect to such Subcontractor's employees. Contractor agrees to have a provision on its subcontracts stating that each Subcontractor will have the duties and responsibilities with regard to its employees that the Contractor has agreed to in this section. The Contractor agrees to defend (at Owner's option, and with counsel acceptable to Owner), indemnify and hold harmless the Owner as to any fines or other liabilities of any kind arising out of or relating to Contractor's breach of this section or any immigration laws or regulations.

3. 5 Warranty

3.5.1 In line 2, delete "good" and substitute "the best". In line 4 delete "except for those inherent in the quality of the Work that Contact Documents require or permit." Delete the fourth sentence in its entirety. In the line 8 after "Architect" add "or Owner".

At the end of paragraph 3.5.2 insert the following:

ALL WARRANTIES SHALL INCLUDE LABOR AND MATERIALS AND THE MANUFACTURER'S WARRANTY SHALL BE SIGNED BY SUBCONTRACTOR AND COUNTERSIGNED BY CONTRACTOR. ALL WARRANTIES SHALL BE ADDRESSED TO OWNER AND DELIVERED TO ARCHITECT UPON COMPLETION OF THE WORK AND BEFORE OR WITH THE SUBMISSION OF REQUEST FOR FINAL PAYMENT.

Insert new 3.5.3, 3.5.4, 3.5.5, 3.5.6, 3.5.7, 3.5.8, 3.5.9 and 3.5.10 as follows:

3.5.3 Contractor shall issue in writing to Owner as a condition precedent to final payment a "general warranty" reflecting the terms and conditions of this Paragraph 3.5 for all Work under the Contract.

3.5.4 The warranties provided in Section 3.5 shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents, and such warranty shall be interpreted to require Contractor to replace defective materials and equipment and re-execute defective Work which is disclosed to the Contractor by the Owner within a period of one (1) year after Substantial Completion of the entire Work unless a longer time is specifically called for in the specifications. The Contractor shall assign all components, equipment and fixture warranties to the Owner and will deliver all manuals to the Owner at the completion of construction.

3.5.5 Except when a longer warranty time is specifically called for in the Specification Sections or is otherwise provided by law, the General Warranty shall be for twelve (12) months and shall be in form and content otherwise satisfactory to Owner.

3.5.6 Warranties shall become effective on a date established by Owner and Architect in accordance with the Contract Documents. This date shall be the Date of Substantial Completion of the entire Work, unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties.

3.5.7 If Architect considers it impractical, because of unsuitable test conditions or some other factors, to execute simultaneous final acceptance of all equipment, portions of the installation may be certified by Architect for final acceptance, subject to Owner's approval, when that portion of the system is complete and ready for operation as called for under Subparagraph 9.8.1.

3.5.8 Contractor shall warrant for a period of twelve (12) months that the building(s) shall be watertight and leak proof at every point and in every area, except where leaks can be attributed to damage to the building(s) by external forces beyond Contractor's control. Contractor shall, immediately upon notification by Owner of water penetration, determine the source of water penetration and, at its own expense, do any Work necessary to make the building(s) watertight. Contractor shall also, at its own expense, repair or replace any other damaged material, finishes, and furnishings, damaged as a result of this water penetration, to return the building(s) to its (their) original condition.

3.5.9 In addition to the foregoing stipulations, Contractor shall comply with all other warranties referred to in any portions of the Contract Documents or otherwise provided by law or in equity, and where warranties overlap, the more stringent requirement shall govern.

3.5.10 If for any reason Contractor cannot warrant any part of the Work using material or construction methods that have been specified, or shown, it shall notify Owner and Architect in writing before the Contract is signed, giving reasons, together with the name of product and data on a substitution it can warrant.

3.6 Taxes

Add the following paragraph:

The Owner is exempt from the Texas Sales Tax on any purchase of tangible personal property and will issue Certificates of Exemption from the Texas Sales Tax on materials furnished by Contractors on School Construction projects. No sales taxes shall be paid or charged to Owner by Contractor, subcontractors, materialmen or tradesmen.

3.7 Permits, Fees, Notices and Compliance with Laws

3.7.1 Delete entire section and replace with: Reference below sections for list of permits and fee payments.

a. Building Permit: Owner will make building permit application and pay directly

to the City and plan review fees and building permit fees. The contractor shall be responsible for obtaining the approved permit and associated drawings from the City including any requirements for licensing or name change.

b. Permanent Tap and Impact Fees: All permanent tap and impact fees assessed by the City for water, sewer, storm sewer, driveway curb cuts, streets and traffic shall be paid by the Owner directly or by the Contractor through funds included in the Construction Contingency Allowance. The Contractor shall be responsible for applying for and obtaining any tap and impact permits. Permanent fees shall be those required for the permanent Work and shall not include any tap or impact fees required by the Contractor to complete their Work or any fees associated with temporary conditions due to phasing requirements.

c. Permanent Service Provider Work and Fees: All electric and gas service provider fees associated with bringing permanent power and permanent gas service from the distribution line to the transformer and or to the gas meter, including the transformer and gas meter themselves shall be paid for by the Contractor through funds included in the Contingency Allowance. The Contractor shall be responsible for contacting, coordinating, scheduling, obtaining any required forms (including those requiring Owner's signature), and coordination of the Service Provider's Work. The Contractor shall be responsible for the Work required to facilitate the Service Provider's Work, including but not limited to: transformer and meter mounting pads, removing trees, fences, grading, site preparation or other site items required for installation. The Contractor shall be responsible for any costs associated with obtaining non-permanent power or gas required for their Work or any Subcontractor's Work to maintain the project schedule.

d. Energy and Accessibility Work and Fees: The Owner shall be responsible for paying any Energy or Accessibility review fees and or Energy or Accessibility Inspection fees. If the Contractor constructs accessibility items that are not in accordance with those designed in the Construction Documents, the Contractor shall be responsible for any Energy or Accessibility inspection fees associated with non-compliant Work or the result of the Work not being ready for Inspection when called. The Contractor will not be responsible for cost of Work or inspection fees if the accessibility items shown in the Construction Documents are not compliant with Accessibility codes or rules.

e. Miscellaneous Permits, Work and Inspection Fees: The Contractor shall be responsible for any and all state and local authorities' inspection fees. The Contractor shall be responsible for applying, obtaining and paying any and all fees associated with any Work not listed above in items a. through d. This shall include but not limited to: fire alarm, fencing & gates, security, fire sprinkler, lawn sprinkler, mechanical, electrical, plumbing, paving permits, temporary utilities or temporary taps, construction trailer, moving, additional building component permits or reviews for canopies, bleachers, cold-formed metal framing, 3-way contracts, etc.

f. SWPPP Plans: The Contractor shall also obtain all permits and approvals, and pay all fees and expenses, if any, associated with National Pollutant Discharge

Elimination System (NPDES) regulations administered by the Environmental Protection Agency and state and local authorities, that require completion of documentation and/or acquisition of all permits for the Project. Contractor's obligations under this paragraph do not require it to perform engineering services during the pre-construction phase to prepare proper drainage for the construction sites. However, any drainage alterations made by Contractor during construction phase which modifies the original site drainage plan and requires the issuance of a permit shall be at Contractor's sole cost. The Owner shall pay directly to the governing authority the cost of all permanent property utility assessments and similar utility connection charges.

3.7.2 In line 2 after "lawful orders" insert "and all other requirements".

3.7.3 In line 1 after "Work" insert, "(including, without limitation, the installation of any materials or equipment) that it knows or reasonably should have known would" and also in line 1 delete "knowing it to be"

3.7.4 In line 8 after "will recommend" insert "to the Owner in writing,". At the end of the paragraph insert the following, "No adjustment in the Contract Time or Contract Sum shall be permitted in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or based on data provided to Contractor and by the Contractor's prior inspections, tests, reviews, and pre-construction services for the Project; or by the Contractors inspections, tests, reviews and pre-construction services that Contractor had the opportunity and obligation to make in connection with the Project but did not do so.

3.7.5 In line 3 after "Owner and Architect" insert "in writing".

Insert new 3.7.6 as follows:

3.7.6 The Contractor shall comply with the provisions of Section 22.08341 of the Texas Education Code and Section 153.1117 of the Texas Administrative Code. The form of certification by the Contractor shall be supplied by the Owner and must be supplemented by the Contractor as required by law, or as requested by the Owner.

3.8 Allowances

3.8.3 At the end of the sentence insert the following, "If a decision is needed to avoid a delay, Contractor shall notify Architect and Owner in writing sufficiently in advance of needed date to allow reasonable time for selections to be made."

3.9 Superintendent

3.9.2 Delete the second and third sentences in their entirety and insert the following in lieu thereof, "The Superintendent shall be satisfactory to the Owner and shall not be changed except with the consent of the Architect, unless the Superintendent leaves the employment of the Contactor. No increase in Contract Time or Contract Sum shall be

allowed in the event the Owner or Architect objects to any nominated superintendent. Such approval by the Owner shall not be unreasonably withheld.”

3.9.3 Delete in its entirety and replace with the following:

3.9.3 Superintendent shall become resident on the site as soon as possible after commencement of the Work, and shall remain assigned to this Work, and resident on the site, throughout the course of the Work until items requiring completion or correction, identified at Substantial Completion, have been completed or corrected. A “resident on the site” is a person/worker who maintains his office and work area on the site and remains available to those working on site or visiting the site.

Insert new 3.9.4 and 3.9.5 as follows:

3.9.4 Project manager, while not required to be resident on the site, shall remain assigned to this Work, and be available on an as-needed basis throughout the course of the Work until items requiring completion or correction, identified at Substantial Completion, have been completed or corrected.

3.9.5 Owner shall be notified not less than 24 hours before any time superintendent will not be resident at the site for any reason except periodic illness; if the reason is due to illness, Owner shall be notified at the beginning of that day. Owner shall be notified of the identity of the acting superintendent. In the event the superintendent is absent from the site and notice has not been provided nor has an acting superintendent been assigned to the Work, then the Contractor is subject to being backcharged in the amount of \$250.00 for each occurrence.

3.10 Contractor’s Construction and Submittal Schedules

3.10.1 Delete the last sentence and add: “The schedule shall be updated every thirty (30) days and submitted to Architect with Contractor’s Applications for Payment. Each schedule shall contain a comparison of actual progress with the estimated progress for such point in time stated in the original schedule. If any schedule submitted sets such a date for Substantial Completion for the Work or any phase of the Work beyond the date(s) of Substantial Completion established in the Contract (as the same may be extended as provided in the Contract Documents), then Contractor shall submit to Architect and Owner for their review and approval a narrative description of the means and methods that Contractor intends to employ to expedite the progress of the Work to ensure timely completion of the various phases of the Work as well as the totality of the Work. To ensure such timely completion, Contractor shall take all necessary action including, without limitation, increasing the number of personnel and labor on the Project and implementing overtime and double shifts. In that event, Contractor shall not be entitled to an adjustment in the Contract Sum or the schedule.”

3.10.2 In line 2 after “for the Architect’s” insert “and Owner’s”. In line 3 after “Architect’s” insert “and Owner’s”

Insert new 3.10.4, 3.10.5 and 3.10.6 as follows:

3.10.4 The process of approving Contractor's schedules and updates to Contractor's schedule shall not constitute a warranty by the Owner that any non-Contractor milestones or activities will occur as set out on Contractor's schedule. Approval of a Contractor's schedule does not constitute a commitment by the Owner to furnish any Owner-furnished information or material any earlier than Owner would otherwise be obligated to furnish that information or material under the Contract Documents. Failure of the Work to proceed in the sequence scheduled by Contractor shall not alone serve as the basis for a Claim for additional compensation or time. In the event there is interference with the Work, which is beyond its control, Contractor shall attempt to reschedule the Work in a manner that will hold resulting additional time and cost to a minimum. The construction schedule shall be in a detailed format satisfactory to the Owner and the Architect and shall also:

- .1 Provide a graphic representation of all activities and events that will occur during performance of the Work;
- .2 identify each phase of construction and occupancy; and
- .3 set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents hereinafter referred to as Milestone Dates.

3.10.5 The Owner shall have the right to reschedule the time of day for the performance of any part of the Work that may interfere with the operation of the Owner's premises or any tenants or invitees thereof. The Contractor shall, upon the Owner's request, reschedule any portion of the Work affecting operation of the premises during hours when the premises are not in operation. Any rescheduling of performance of the Work under this Subparagraph 3.10.5 may be grounds for an extension of the Contract Time, if permitted under Subparagraph 8.3.1 and an equitable adjustments in the Contract Sum, if: (1) the performance of the Work was properly scheduled by the Contractor in compliance with the requirements of the Contract Documents, (2) such rescheduling is required for the convenience of the Owner and is not attributable to any act or omission of Contractor, and (3) if Owner agrees to the Contract Sum adjustment prior to any rescheduling.

3.10.6 If the project is behind schedule, Contractor shall submit a "Recovery Plan" which will indicate the manner in which Contractor intends to get the Work back on schedule. Owner may require Contractor to take efforts to expedite progress of the Work in conformance with the progress anticipated by the schedule, which actions may include without limitations, increasing the number of workmen performing the Work, utilizing overtime work and requiring additional work shifts. In the event of such unexcused Project delays, any extra costs incurred by the Contractor to place the Project back on schedule shall be at Contractor's sole expense.

3.11 Documents and Samples at the Site

Insert new 3.11.1 and 3.11.2 as follows:

3.11.1 At the Date of Substantial Completion and as a condition precedent to final payment, Contractor shall furnish the following documents to Architect for submittal to Owner: Record Drawings showing the field changes and selections (all changes and selections to be approved by Owner and Architect in advance) affecting the general construction, mechanical, electrical, plumbing, and all other Work, and indicating the Work as actually installed. These shall consist of carefully drawn markings on a set of reproducible prints of Architect's Drawings obtained and paid for by Contractor. Contractor shall maintain at the job site one (1) set of Architect's Drawings and indicate thereon each field change as it occurs. The Contractor shall post all Addenda on Construction Documents prior to commencing work on the site.

3.11.2 Contractor shall at all times maintain job records, including, but not limited to, invoices, payment records, payroll records, daily reports, logs, diaries, and job meeting minutes, applicable to the project. Contractor shall make such reports and records available to inspection by the Owner, Architect, or their respective agents, within five (5) working days of request by Owner, Architect, or their respective agents.

3.12 Shop Drawings, Product Data and Samples

3.12.5 At the end of the paragraph insert the following, "If, in the opinion of the Architect, the Shop Drawings, Product Data, Samples and similar submittals are incomplete, indicate an inadequate understanding of the work covered by the submittals, or indicate a lack of study and review by the Contractor prior to submittal to the Architect, the submittals will be returned, unchecked, to the Contractor for correction of these three deficiencies and subsequent re-submittal. Additional service charges as outlined in 3.2.7 may be charged by the Architect in this event.

3.12.10.1 In line 6 after "design professional" insert "and who shall comply with requirements of Owner regarding qualifications and insurance and".

Insert new 3.12.11 as follows:

3.12.11 The Contractor shall submit Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents to the Architect at least 30 days prior to the date the Contractor needs the reviewed submittals returned. Where colors are to be selected by the Architect, the Contractor shall submit all Samples in adequate time to allow the Architect to prepare a complete selection schedule. In general, all submittals requiring color selection shall be submitted to the Architect within four weeks of the date of the Contract for construction.

3.13 Use of Site

Insert new 3.13.1, 3.13.2, 3.13.3 and 3.13.4 as follows:

3.13.1 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site but in no event shall the equipment be left on the Property longer than two (2) days after its completed use. Protection of construction materials and equipment stored at the Project site from weather, theft, damage and all other adversity is solely the responsibility of the Contractor.

3.13.2 The Contractor and any entity for whom the Contractor is responsible shall not erect any sign on the Project site without written consent of the Owner.

3.13.3 Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work shall be free from all debris, building materials and equipment likely to cause hazardous conditions. Without limitation of any other provision on the Contract Documents, Contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of: (1) any area and buildings adjacent to the site or the Work or (2) the Building in the event of partial occupancy.

3.13.4 Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project site, including without limitation, lavatories, toilets, entrance and parking areas other than those designated by Owner. Without limitation of any other provisions of the Contract Documents, the Contractor shall use its best efforts to comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and the Building, as amended from time to time.

3.15 Cleaning Up

Insert new 3.15.3 as follows:

3.15.3 Prior to the Architect's inspection for Submittal Completion the Contractor shall clean exterior and interior surfaces exposed to view; remove temporary labels, stains, and foreign substances; polish transparent and glossy surfaces; clean equipment and fixtures to a sanitary condition; replace air filters in mechanical equipment; clean roof, gutters and downspouts; remove obstructions and flush debris from drainage systems; clean site; sweep paved areas and rake clean other surfaces; remove trash and surplus materials from the site.

Delete Section 3.18 in its entirety and replace with the following:

§ 3.18 INDEMNIFICATION, ACKNOWLEDGEMENT OF LIMITED LIABILITY, ETC.

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and its directors, officers, agents and employees (the “Indemnitees”) from and against claims, damages, losses and expenses, including without limitation, attorney’s fees, arising out of or relating to the Work of this Contract, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than the Work itself), including loss of use resulting therefrom, to the extent such claim, damage, loss or expense is caused, in whole or in part, by the negligence or fault, strict liability, breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or breach of contract by any person or entity other than the Indemnitees, including that of the Contractor, a Subcontractor of any tier, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable.

§ 3.18.2 To the fullest extent permitted by law, and in addition to the indemnity obligation under Section 3.18.1, the Contractor shall indemnify and hold harmless the Indemnitees from and against claims, damages, losses and expenses, including without limitation, attorney’s fees, arising out of or relating to the Work of this Contract, provided that such claim, damage, loss or expense is attributable to bodily injury or death of the Contractor, a Subcontractor of any tier, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable.

§ 3.18.3 In the event of any claim alleging partial, contributory, concurrent, or joint wrongful conduct of the Indemnitees that is not covered under the Contractor’s indemnity obligations under Section 3.18.2, the Contractor shall be obligated to reimburse the Owner for its reasonable attorneys’ fees in proportion to the Contractor’s liability, as such may be agreed to by the Contractor or found by a trier of fact.

§ 3.18.4 The defense, indemnity and reimbursement obligations in Sections 3.18.1, 3.18.2, and 3.18.3 shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to the party or persons described in this Section 3.18, or elsewhere in the Contract Documents. These defense, indemnity and reimbursement obligations shall not be limited by any limitation on the amount or type of compensation, benefits or damages payable by or for the Contractor under any workers’ compensation or other benefits laws, or by the limits of any insurance of the Contractor. These defense, indemnity and reimbursement obligations shall survive completion of the Work or early termination of the Contract.

§ 3.18.5 The Contractor acknowledges that the Owner shall have no obligation to supervise performance of the Work or Work Site for safety, nor does the Owner exercise any control over the means and methods of construction employed by the

Contractor, Subcontractor of any tier, or anyone directly or indirectly employed by them. The Contractor further acknowledges that the Owner's liability for claims of personal injury, death, or property damage are limited by Section 95.003 of the Texas Civil Practice and Remedies Code, as well as the privileges and immunities enjoyed by Owner as a governmental unit of the State of Texas.

§ 3.18.6 The Contractor shall provide workers' compensation insurance coverage for each employee of the Contractor employed on the Project, and shall require the same of its Subcontractors of any tier. The Contractor and each Subcontractor of any tier shall be required to provide certificates of this coverage to the Owner. The foregoing indemnification obligations shall not be limited in any way by limitations on the amount or type of damages, compensation or benefits payable under workers' compensation acts, disability benefits acts or other employee benefits acts.

§ 3.18.7 To the extent any of the obligations in this Section 3.18 violate applicable law, the obligation(s) will be reformed or severed to the minimum extent necessary to comply with applicable law in order to provide the maximum protection to the Indemnitees.

§ 3.18.8 The Contractor's defense, indemnity and hold-harmless obligations under this Agreement shall survive completion of the Work or early termination of the Agreement.

Insert new 3.19, 3.19.1 and 3.19.2 as follows:

3.19 Substitutions of Products and Systems, "Or Equal" Brands

3.19.1 The materials, products and the systems covered by these specifications have been selected as a standard because of quality, particular suitability, or record of satisfactory performance. It is not intended to preclude the use of equivalent or better materials, products or systems provided that it meet the requirements of the particular project and have been approved in an addendum as a substitution prior to the submission of bids. If prior written approval in an addendum has not been obtained, it will be assumed that the Bid is based upon the materials, products, and systems described in the Bidding Documents and no substitutions will be permitted, except as provided hereinafter.

3.19.2 If, after award of contract, the Contractor or one of his Subcontractors or Suppliers determines that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the work or to honor the Warranty, the Contractor shall promptly, but no later than two days after such determination, notify the Architect, in writing, providing detailed substantiation for his position. Any changes deemed necessary by the Owner and Architect, including substitution of materials and change in Contract Sum, either upward or downward, if any, shall be accompanied by appropriate modification.

Insert new 3.20 and 3.20.1 as follows:

3.20 Record Drawings

3.20.1 At the completion of the project, the Contractor shall submit one complete set of blue lines showing all changes and routing of utilities made during construction, excluding Architect made CAD changes, to the Architect. Drafting shall be legible to the Architect's satisfaction. The Contractor shall pay for the cost of the required recording/drafting. The record set shall be kept up to date on a daily basis and the Architect shall review its status at the project meetings. The Architect shall furnish the Contractor with a blueline set at contract award which shall have all Addenda incorporated. The Owner will pay for the printing of the blueline set. The Architect will incorporate any record information into the construction (CAD) documents and provide the Owner with an electronic copy of the record information on the Construction documents that have all bid and construction changes incorporated. The cost for incorporating the record information into the CD will be paid for by the Owner. The Architect will transmit the electronic CD to the Owner with a copy of the transmittal to the Contractor's construction manager.

ARTICLE 4 – ARCHITECT

4.1 General

4.2 Administration of the Contract

4.2.3 Delete the last two sentences in their entirety and insert "Architect shall not have control over or charge of and shall not be responsible for safety precautions and programs in connection with the Work. Architect shall be responsible for immediately notifying Contractor of the failure of Contractor, Subcontractors or any other persons performing any of the Work, in failing to use proper construction means, methods, techniques, sequences, procedures, safety precautions and programs, but only to the extent Architect becomes aware of, or should, exercising due professional diligence, be aware of, same. Architect shall also immediately notify Owner in writing of the failure of any of the foregoing parties to carry out the Work in accordance with the Contract Documents."

4.2.7 In line 1, after "approve" insert "or reject,". In line 2, delete "but only for the limited purpose of checking".

4.2.12 Delete the last sentence in this paragraph.

4.2.13 Delete paragraph in its entirety.

ARTICLE 5 – SUBCONTRACTORS

5.1 Definitions

5.1.1 In line 2, after “site” delete “.” and insert “or to otherwise furnish labor, material, or other services with respect to a portion of the Work.”

5.1.2 In line 2, after “site” delete “.” and insert “or to otherwise furnish labor, material, or other services with respect to a portion of the Work.”

5.3 Subcontractual Relations

Insert new 5.3.1 as follows:

5.3.1 All subcontracts shall be in written form.

5.4 Contingent Assignment of Subcontracts

Add at the end of 5.4.1

“Such assignment shall not constitute a waiver by Owner of its rights against Contractor because of defaults, delays and defects for which a Subcontractor or material vendor may also be liable. Contractor indemnifies and holds Owner harmless from any failure or refusal of any Subcontractor to comply with any provision of the Contract Documents.”

5.4.3 Delete the second sentence in its entirety.

Insert new paragraph 5.5 as follows:

5.5 Contractor shall immediately notify Owner and Architect of any material defaults by any Sub-contractor. Notwithstanding any provision contained in Article 5 to the contrary, it is hereby acknowledged and agreed that Owner has in no way agreed, expressly or implicitly, nor will Owner agree, to allow any Sub-contractor or other materialman or workman employed by Contractor the right to obtain a personal judgment or to create a lien against Owner for the amount due from the Contractor.

ARTICLE 6 – CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTOR

6.2 Mutual Responsibility

6.2.3 Delete in its entirety.

6.2.4 In line 1 delete “wrongfully”.

ARTICLE 7 – CHANGES IN THE WORK

7.1 General

7.1.1 In line 1, before “be” add “only”.

7.1.2 In Line 2, delete “and” after the word “Owner” and insert “and/or”. In line 3, replace the words “Architect alone” with “Owner or the Architect subject to the approval of Owner”.

7.1.3 At the end of the paragraph insert “Except as permitted in Paragraph 7.3 and 9.7, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.”

7.2 Change Orders

Insert new 7.2.2, 7.2.3, 7.2.4, 7.2.4.1, 7.2.5, 7.2.5.1, 7.2.5.1.1, 7.2.5.1.2, 7.2.5.1.3, 7.2.5.1.4 and 7.2.5.2 as follows:

7.2.2 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited, to all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

7.2.3 Contractor shall keep and periodically submit to Owner copies of a log for all Change Orders.

7.2.4 Changes in the Work: The Owner, without invalidating the Contract and without approval of the surety, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Contractor may recommend and propose changes in the Work to be considered by the Owner. The Contract Sum and the Contract Time will only be adjusted in accordance by Change Orders processed and approved by the Owner.

7.2.4.1 No written order or oral order from the Owner (which terms as used in this paragraph shall include direction, instruction, interpretation, or determination) which fails to address Contract Time or Contract Sum shall be treated as a change in the Contract which affects the Contract Time or the Contract Sum unless the Contractor gives the Owner written notice within ten (10) days of such written or oral order stating the date, circumstances, source of the order and that the Contractor regards the order to be a change in the Contract which affects the Contract Time or the Contract Sum. Except as provided above, no order, oral statement, or direction of the Owner shall be treated as a change in the Work to be addressed by a Change Order or entitle the Contractor to an adjustment in the Contract Time or the Contract Sum.

7.2.5 Change Proposals: The Contractor shall review and respond to all requests for a Change Proposal submitted by the Architect in accordance with the following:

7.2.5.1 In responding to a request for a Change Proposal, the Contractor shall furnish a lump sum proposal supported by a complete breakdown as described hereafter and satisfactory to the Owner indicating the total estimated cost for performance of the changed Work including the applicable percentage for overhead and profit. To permit evaluation by the Owner, any request for a time extension must be justified and presented in adequate detail, showing that the proposed change will cause a delay in meeting one or more Milestones. The contractor shall make all reasonable efforts to rearrange the work to avoid time extensions. Any extension that may be approved shall be net of any delays caused by or due to the fault or negligence of the Contractor or which are otherwise the responsibility of the Contractor and shall be also net of any contingency or "float" time in the Project Schedules.

7.2.5.1.1 The Contractor 's cost proposal given in response to a request for a Change Proposal shall, unless otherwise consented to in writing by the Owner, contain the following items for changed Work performed directly by the Contractor or performed by a Subcontractor:

- a) Estimated cost, using any discounts to the trades, of the materials and supplies used, which shall be itemized completely to include unit cost, quantity and total cost.
- b) Estimated wages paid for labor performing the additional Work, which shall be itemized completely to include for each trade and skill level the hourly rate, total hours and total cost. Such wages shall include labor required for performance of the changed Work only. Crew foremen may be included. All other supervisors shall be excluded and shall be considered as a part of the Overhead Markup.
- c) Estimated cost for construction equipment used on the changed Work, to include rental rates or owned equipment rates for such items of equipment while in use directly on the changed Work covered by the Change Proposal,

which shall be itemized completely to include type(s), the number(s) of each, hourly rate, hours, total cost and state sales tax paid. Rental or owned equipment rates shall be no greater than those established by market conditions for the local area. As used herein the terms "construction equipment" and "equipment" shall include wheeled vehicles and tools. The Owner retains the right of purchase or lease purchase if cumulative rental costs make this an economically sound option.

- d) Estimated reasonable transportation costs for delivery and handling of materials, additional construction equipment, and/or new items of installed equipment, if applicable, which shall be itemized separately.
- e) Estimated off-site storage costs for periods in excess of thirty (30) calendar days, if applicable, covering protection of new items or equipment to be installed.
- f) A percentage for labor burdens added to the wages computed in accordance with (b) above. Such percentage for labor burden shall be delivered in writing by the Contractor to the Owner for approval by the Owner within ten (10) days after issuance of the Notice to Proceed. This percentage shall reimburse the Contractor for the actual cost of FICA, State and Federal Unemployment Insurance, insurance computed on wages, small tools (tools having an original value of \$500 or less, consumable supplies, and training and fringe benefits, if applicable. The premium portion of any overtime (which must be approved in advance by the Owner in writing) shall not include an allowance for small tools (toolshaving an original value of \$500 or less), consumable supplies, training or fringe benefits.

7.2.5.1.2 In submitting the response to a Change Order Proposal, a mark-up of ten percent (10%) of the items in (a)-(f) above may be included for the Contractor or Subcontractor directly performing the changed Work covered by items (a)-(f) above. Such ten percent (10%) mark-up is intended to cover all field supervision above the level of crew foreman, field and general home office services and expenses, interference with other work or any other consequential effects, adjustments to progress schedules and all other overhead (including bond and insurance not computed on wages) and profit of the Contractor or Subcontractor directly performing the changed Work.

7.2.5.1.3 In submitting the response to a Change Order Proposal, a mark-up of five percent (5%) of any payments to a Subcontractor may be included for the Contractor and any Subcontractors which supervise the Subcontractor directly performing the changed Work. Such five percent (5%) mark-up is intended to fully reimburse the Contractor and any Subcontractor supervising the Subcontractor directly performing the changed Work for overhead expenses and profit.

7.2.5.1.4 In cases where changes in the Work performed by the Contractor with its own

forces or by a Subcontractor result in a credit (i.e., cost savings) to the Owner, the credit shall be limited to direct costs to the Contractor or Subcontractor, which include the labor burden described in paragraph 7.2.5.1.1(f) above; that is, no overhead or profit shall be credited. In cases where an individual change in the Work results in both credits and charges to the Owner, the Contractor will add the overhead and profit percentages indicated in this Section above only to the "net" charge to the Owner (i.e., based upon the amount by which the total charges exceed the total credits to the Owner).

7.2.5.2 The Contractor's response to a request for a Change Proposal shall be submitted in writing within ten (10) days after the Owner's delivery to the Contractor of the Change Proposal request, unless the Owner extends such period of time in writing. Changes in the Contract Time and/or Contract Sum will be negotiated as soon as practicable thereafter. If agreement is reached, the agreed changes will be incorporated in a Change Order and such Change Order shall be signed by the Contractor and the Owner. If (i) the Contractor fails to timely respond to a request for a Change Proposal, (ii) the Owner and the Contractor do not agree as to changes in the Contract Time or Contract Sum, or (iii) the Owner concludes that the time needed for obtaining a proposal from the Contractor and negotiating a Change Order would significantly damage the Project and/or impose significant added cost, the Owner may, at its option, issue a Unilateral Change Order without the agreement of the Contractor as to changes in the Contract Time and Contract Sum. In all events, the Contractor will diligently proceed to accomplish the Work set forth in the Change Order issued by the Owner. Contractor shall not be required to perform or subcontract work for removal, remediation, and/or transportation of hazardous materials.

7.3 Construction Change Directives

7.3.1 At the end of the paragraph insert "Contractor shall keep and periodically submit to Owner copies of a log for all Construction Change Directives and a log for all requests for information."

7.4 Minor Changes in the Work

7.4 Substitute "Owner" for "Architect" in all sentences in this paragraph.

ARTICLE 8 – TIME

8.1 Definitions

Insert new 8.1.1.1 and 8.1.1.2 as follows:

8.1.1.1 The Work shall be fully completed within the time limit and/or date stated in the Contract between Owner and Contractor.

8.1.1.2 Liquidated Damages: If the Contractor should fail to fully complete the Work

within the stated time (subject however to extension of time duly granted in the manner and for the causes specified in the General Conditions), Contractor shall be charged by and shall pay to Owner, as liquidated damages, the sum specified in Article 3.1 of the Modified AIA document A101 – 2017 Edition per calendar day that the Work remains incomplete beyond the time fixed for completion. Contractor hereby agrees that from the nature of the project it would be impracticable and extremely difficult to fix the actual damage that would or will be suffered in the event that Contractor should fail to fully complete the Work by the time limit or date stated and the amount of the liquidated damages are fair and reasonable. The parties agree that the liquidated damages are a reasonable forecast of just compensation for the harm done to Owner that would be caused by Contractor's failure to timely complete the Work and are not a penalty. Contractor agrees that the amount of liquidated damages due Owner may be deducted by Owner from any monies that might otherwise be or become payable to Contractor.

8.3 Delays and Extensions of Time

8.3.1 At the end of the paragraph delete “.”, and insert “, provided, however, that such extension of Contract Time shall be net of any delays caused by or due to the fault or negligence of Contractor or that are otherwise the responsibility of Contractor and shall also be net of any contingency or float time allowance included in Contractor's construction schedule. Contractor shall, in the event of any occurrence likely to cause a delay, cooperate in good faith with Architect and Owner to minimize and mitigate the impact of any such occurrence and do all things reasonable under the circumstances to achieve this goal.”

Delete existing Article 8.3.3 and replace with the following:

Extension of time shall be Contractor's sole remedy for any such delay, unless the same shall have been caused by acts constituting intentional interference by Owner with Contractor's performance of the Work and where and to the extent that such acts continue after Contractor's notice to Owner of such interference. Owner's exercise of any of its rights under this Agreement, or Owner's exercise of any of its remedies of suspension of the Work, or requirement of correction or re-execution of any defective Work, shall not under any circumstances be construed as intentional interference with Contractor's performance of the Work.

ARTICLE 9 – PAYMENTS AND COMPLETION

9.2 Schedule of Values

9.2 In line 2 after “schedule of values to the” insert “Owner and”. In line 3 delete “prepared in the form and supported by the data to substantiate its accuracy required by the Architect” and insert, “equal the total Contract Sum, divided so as to facilitate payments to Subcontractors, supported by such evidence of correctness as Architect may direct or as required by Owner. This schedule, when approved by Architect and Owner, shall be

used to monitor the progress of the Work and as a basis for Certificates for Payment. All items with entered values will be transferred by Contractor to the Application and Certificate for Payment, and shall include the latest approved Change Orders and Construction Change Directives. Change Order values and Construction Change Directives values shall be broken down to show the various subcontracts. The Application for Payment shall be on a form as provided by Architect and approved by Owner. Each item shall show its total scheduled value, value of previous applications, value of the application, percentage completed, value completed, and value yet to be completed. All blanks and columns must be filled in, including every percentage complete figure.”

9.3 Applications for Payment

9.3.1 In line 2 delete “if required under Section 9.2” At the end of the paragraph insert “Any allowances included in the Application for Payment shall be separately itemized with supporting data attached. The Application for Payment shall be accompanied by a certification by an officer of the Contractor to the effect that:

There are no known mechanics’, materialman’s or laborers’ liens or claims, or any other liens or claims, legal or equitable, contractual, statutory, or constitutional, outstanding or known to exist at the date of this Application; all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current Application and there is no known basis for the filing of any mechanics’, materialman’s or laborers’ lien or claim, or any other lien or claim, legal or equitable, contractual, statutory, or constitutional, on the Work; and waivers and releases from all Subcontractors, laborers, and material men for Work done and materials furnished have been obtained in such form as to constitute an effective waiver and release of all such liens and claims under the laws of the state within which the Project is located and shall be delivered to Architect together with Contractor’s waiver and release of liens and claims at the time of submission of the Application for Payment.

Certifications shall also be submitted by all subcontractors and suppliers with each application for payment for Work performed the given payment period. “

9.3.2 In line 4 after “in writing” insert “by the Owner and Surety.” At the end of the paragraph insert the following, “Under no circumstances will the Owner reimburse the Contractor for down payments, deposits, or other advance payments for materials or equipment.”

9.3.3 At the end of the paragraph insert, “The vesting of such title shall not impose any obligations on Owner or relieve Contractor of any of its obligations under the Contract, that Contractor shall remain responsible for damage to or loss of the Work, whether completed or under construction, until responsibility for the Work has been accepted by Owner in the manner set forth in the Contract Documents.

9.5 Decisions to Withhold Certification

9.5.1.3 Add to the end of the sentence, “and failure to provide certifications of payment by the Contractor and its subcontractors and suppliers”

9.5.1.6 In line 1 delete “and” and insert “or”.

9.5.1.7 In line 1 delete “repeated”.

Insert new 9.5.5 as follows:

9.5.5 Notwithstanding any provision contained within this Article, if the Work has not attained Substantial Completion with the contract time, subject to extensions of time allowed under these Conditions, Architect may withhold any further payment to Contractor to the extent necessary to preserve sufficient funds to complete the construction of the Project and to cover liquidated damages assessed against Contractor up to the time of the Application for Payment and to the time it is reasonably anticipated that Substantial Completion will be achieved.

9.6 Progress Payments

9.6.1 At the end of the paragraph insert the following, “Owner may refuse to make payment on any Certificate for Payment for any default of the Contractor, including, but not limited to, those defaults set forth in Clauses 9.5.1.1 through 9.5.1.7. Owner shall not be deemed in default by reason of withholding payment while any of such defaults remain uncured.”

9.6.4 In line 5 delete “except as may otherwise be required by law.”

9.6.7 Delete in its entirety.

9.7 Failure of Payment

9.7 In line 2, after “not” add “, for reasons other than a default of the Contract, including, but not limited to, those defaults set forth in Clauses 9.5.1.1 through 9.5.1.7”. In line 3 delete “or awarded by binding dispute resolution”.

Insert new 9.7.1 as follows:

9.7.1 If Owner is entitled to reimbursement or payment from Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if Contractor fails to promptly make any payment due Owner, or if Owner incurs any costs and expenses to cure any default of Contractor or to correct defective Work, Owner shall have an absolute right to offset such amount against the Contract Sum and may, in Owner’s sole discretion, elect either to (i) deduct an amount equal to that which Owner is

entitled from any payment then or thereafter due Contractor from Owner, or (ii) issue a written notice to Contractor reducing the Contract Sum by an amount equal to that which Owner is entitled.

9.8 Substantial Completion

9.8.1 In line 1 after “thereof” add “(which Owner agrees to accept separately)”.

9.8.4 In line 5, delete “Substantial Completion of the Work or designated portion thereof” and substitute “issuance of the certificate of final payment by Architect”. At the end of the paragraph insert “The Work will not be considered suitable for Substantial Completion review until all Project systems included in the Work are operational as designed and scheduled, all designated or required governmental inspections and certifications have been made and posted, designated instruction of Owner’s personnel in the operation of systems has been completed, and all final finishes within the Contract are in place. In general, the only remaining Work shall be minor in nature, so that Owner and/or Owner’s employees and if applicable, the public, could occupy the building on that date and the completing of the Work by Contractor would not materially interfere or hamper Owner’s or Owner’s employees and if applicable, the public, (or those claiming by, through, or under Owner) normal school operations. As a further condition of Substantial Completion acceptance, Contractor shall certify that all remaining Work will be completed within thirty (30) consecutive calendar days or as agreed upon following the Date of Substantial Completion. If Contractor requests a Substantial Completion review, and Architect, after performing the Substantial Completion review, finds that the Project was not ready for the Substantial Completion review, then Contractor shall pay the Architect’s fees for any additional Substantial Completion reviews.”

Insert new 9.8.6 and 9.8.7 as follows:

9.8.6 In order for the project or a major portion thereof to be considered substantially complete, the following conditions must be met: (1) All inspections by governmental authorities which have jurisdiction over the project must have been finalized, any remedial work required by those authorities must have been completed, and Certificates of Occupancy and similar governmental approval forms must have been issued and copies delivered to the Owner and Architect. (2) All work, both interior and exterior, shall have been completed and cleaned except minor items which if completed after occupancy, will not, in the Owner’s opinion, cause interference to the Owner’s use of the building or any portion thereof. A significantly large number of items to be completed or corrected will preclude the Architect from issuing a Certificate of Substantial Completion. The Owner and Architect will be the sole judge of what constitutes a significantly large number of items.

9.8.7 After the date of Substantial Completion of the Project is evidenced by the Certificate of Substantial Completion, the Contractor will be allowed a period of thirty (30) days, unless extended by mutual agreement or provision of the Contract, within which to correct all deficiencies attached to the Certificate of Substantial Completion. Failure of the

Contractor to complete such corrections within the stipulated time will be reported to the Contractor's surety. In this report, the Contractor and surety will be informed that, should correction remain incomplete for fifteen (15) days, the Owner may initiate action to complete corrective work out of the remaining Contract funds in accordance with Article 14.

9.10 Final Completion and Final Payment

9.10.2 Add at the end of the first sentence "(7) Record Drawings, and (8) Maintenance and instruction Manuals, three sets bound in a 3" ring binder."

9.10.4 Add at the end ".5 faulty or defective Work appearing after Substantial Completion."

ARTICLE 10 – SAFETY OF PERSONS AND PROPERTY

10.2 Safety of Persons and Property

10.2.3 At the end of the paragraph insert "The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to the project and improvements therein. Any damage to such property or improvements shall be immediately repaired by the Contractor."

10.3 Hazardous Materials

10.3.3 Delete paragraph in its entirety.

10.3.4 In the first sentence after "brings to the site" insert "." Delete the remainder of the paragraph.

10.3.6 Delete paragraph in its entirety.

Add the following at the end of 10.4

“; provided the Contractor shall not be entitled to additional compensation or an extension of time if an emergency is caused by the negligence or failure to fulfill a specific responsibility of the Contractor to the Owner set forth in the Contract Documents or the failure of the Contractor's personnel to supervise adequately the Work of the Subcontractors or suppliers.”

ARTICLE 11 – INSURANCE AND BONDS

11.1 Contractor's Liability Insurance

Insert new 11.1.1.2 through 11.1.1.6.5 as follows:

11.1.1.2 SCHEDULE OF INSURANCE COVERAGES

11.1.1.2.1 Contractor shall carry and keep in full force for the duration of the project the following Coverage.

<u>Coverage</u>	<u>Amounts and Limits</u>
Worker's Compensation Employer's Liability:	Statutory Limits
Bodily Injury by Accident	\$1,000,000/each accident
Bodily Injury by Disease	\$1,000,000/each employee
Bodily Injury by Disease	\$1,000,000/Policy Limit
<u>Commercial General Liability</u>	
Bodily Injury/Property Damage	\$1,000,000.00 per occurrence \$2,000,000.00 aggregate

(Premises Operations, Independent Contractors, Product/Completed Operations, Personal Injury, Contractual Liability, Explosion, Collapse, Underground and Broad Form Property Damage).

<u>Comprehensive Automobile Liability</u>	\$1,000,000.00 Combined Single Limit per Occurrence
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Auto liability insurance shall be on a standard form written to cover all owned, hired, and non-owned automobiles. The policy shall be endorsed to include the Indemnitees (Section 3.18) as additional insured, and state that this insurance is primary insurance as regards to any other insurance carried by the Indemnified Parties (see Section 3.18).

11.1.1.2.2 All policies shall contain special endorsements to include:

- .1 The Owner as an additional insured (except for Worker's Compensation) and all other parties identified in Section 3.18 (Indemnitees);
- .2 Wavier of Subrogation in favor of Owner under the Worker's Compensation and Employer's Liability policies.
- .3 A statement that a notice shall be given to Owner by certified mail fifteen (15) days prior to cancellation or upon any material changes in coverage.
- .4 Contain cross-liability and severability of interest endorsements;
- .5 state that this insurance is primary insurance in regard to any other insurance carried by the indemnified Party (see 3.18));

.6 the following coverage:

- a. Premises/Operations;
- b. Independent Contractors;
- c. Completed Operations following the acceptance of Contractor's Work;
- d. Comprehensive General Liability Endorsement to include Blanket Contractual Liability (specifically covering, but not limited to, the contractual obligations assumed by Contractor, Broad Form Property Damage, and Personal Injury Liability with employee and contractual exclusions removed);
- e. Deletion of exclusions relative to Collapse, Explosion, and Underground Property Damage Hazards;
- f. Personal Injury Liability with the contractual exclusions removed;
- g. Cross Liability Endorsement.

11.1.1.3 Umbrella Excess Liability Insurance

Bodily Injury and	\$10,000,000 per occurrence
Property Damage	\$10,000,000 aggregate

This policy shall be written on an umbrella excess basis above, the coverage described in this Article 11. The policy shall be endorsed to include the Indemnified Parties (3.18) as additional named insureds. The policy shall contain cross-liability and severability of interest endorsements and shall state, as regard the Indemnified Parties that the insurance is primary insurance as to any other insurance carried by any Indemnified Party. The policy shall be endorsed to provide the defense coverage obligation. Insurance carried by the Contractor shall be with insurers having Best's Rating of A-V or better.

11.1.1.4 Further, Contractor shall require all Subcontractors to carry similar insurance coverage and limits of liability as required under this Article 11 related to Worker's Compensation, Commercial Liability and Comprehensive Automotive, adjusted to the nature of Subcontractor's operations before any Work commences.

11.1.1.5 In the event Contractor fails to obtain the required certificates of insurance from the Subcontractor and a claim is made or suffered, Contractor shall indemnify, defend, and hold harmless the indemnified parties from any and all claims for which the required insurance would have provided coverage.

11.1.1.6 Performance Bond and Payment Bond

11.1.1.6.1 The Contractor shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Sum, as security for the faithful performance of the Contract and also a one hundred percent (100%) Payment Bond, as security for the payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with the Contract. The Performance Bond and the Payment Bond

may be in one or in separate instruments in accordance with local law. Surety companies must be authorized to write surety bonds in Texas and any such surety bond must comply with the requirements of Subchapter A of 3503 of the Texas Insurance Code.

11.1.1.6.2 The Contractor shall deliver the bonds not later than the tenth (10th) day after the date the Contractor executes this Agreement unless the Contractor furnishes a bid bond or other financial security acceptable to the Owner to ensure that the Contractor will furnish the required performance and payment bonds when a guaranteed maximum price is established. All Bonds will be reviewed by the Architect for compliance with the Contract Documents prior to the execution of the Contract. In the event that Architect has any questions concerning the sufficiency of the bonds, Architect shall refer the bonds to Owner or Owner's representative for decision. The Work will not be started until the bonds and issuing companies have been accepted as satisfactory by the Owner.

11.1.1.6.3 All bonds shall be originals. The Contractor shall require the attorney-in-fact who executes the required Bonds on behalf of the Surety to affix thereto a certified and current copy of the power-of-attorney. The name, address, and telephone number of a contact person for the Bonding Company shall be provided.

11.1.1.6.4 The Bonds shall be provided to comply with the terms and provisions of Chapter 2253 of the Texas Government Code. Bonds shall be signed by an agent resident in the State of Texas and date of bond shall be on or after the date of execution of the Contract but prior to the date of the notice to proceed. If at any time during the continuance of the Contract, the surety of the Contractor's bonds becomes insufficient, the Owner shall have the right to require additional and sufficient sureties which the Contractor shall furnish to the satisfaction of the Owner within ten (10) days after notice to do so. In default thereof, the Contractor may be suspended, and all payment or money due to the Contractor withheld until sufficient bonds are provided by Contractor.

11.1.1.6.5 Claims must be sent to the Contractor and his Surety, in accordance with Texas Government Code, Chapter 2253. The Owner will furnish in accordance with such Article, a copy of the payment bond, as provided therein, to claimants upon request. All claimants are cautioned that no lien exists on the funds unpaid to the Contractor on such Contract, and that reliance on notices sent to the Owner may result in loss of their rights against the Contractor and/or his Surety. The Owner is not responsible in any manner to a claimant for collection of unpaid bills, and accepts no responsibility because of any representation by any agent or employee.

11.2 Owner's Liability Insurance

Insert new paragraphs 11.2.1.1 through 11.2.1.4:

11.2.1.1 By signing the Contract or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers'

compensation coverage for the duration of the Project, that coverage will be based on proper reporting or classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11.2.1.2 Optionally, the Owner may require the Contractor to purchase and maintain Project Management Protective Liability insurance from the Contractor's usual sources as primary coverage for the Owner's, Contractor's and Architect's vicarious liability for construction operations under the contract. Unless otherwise required by the Contract Documents, the Owner shall reimburse the Contractor by increasing the Contract Sum to pay the cost of purchasing and maintaining such optional insurance coverage and the Contractor shall not be responsible for purchasing any other liability insurance on behalf of the Owner. The minimum limits of liability purchased with such coverage shall be equal to the aggregate of the limits required for Contractor's Liability Insurance under Article 11.

11.2.1.3 The Owner shall obtain and furnish Builder's Risk insurance. The Contractor is responsible to pay \$10,000 of each Builder's Risk claim deductible, or the actual value of the deductible amount, whichever is the lesser amount.

11.2.1.4 The Contractor shall be responsible for obtaining an Installation Floater Insurance Policy for any protections desired beyond the policy limits provided by the Owner's Builder's Risk Policy.

11.3 Waivers of Subrogation

Replace paragraph 11.3.1 and 11.3.2 with the following language and insert new paragraph 11.3.3 as follows:

11.3.1 The Contractor waives all rights against (1) Owner, the Subcontractors, Sub-subcontractors, agents, and employees, and (2) the Architect, Architect's consultants, separate contractors, if any, and any of their Subcontractors, Sub-subcontractors, agents, and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to Article 11 or other property insurance applicable to the Work, except such rights as Contractor has to proceeds of such insurance held by the Contractor as a fiduciary. The Contractor, as appropriate, shall require of any separate contractors, Subcontractors, Sub-subcontractors, agents, and employees of any of them by appropriate written agreements, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

11.3.2 A loss insured under the Owner's property insurance 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 11.3.3. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

11.3.3 The Owner shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement.

ARTICLE 12 – UNCOVERING AND CORRECTION OF WORK

12.1 Uncovering of Work

12.1.1 At the end of the paragraph delete "." and insert "or Contract Sum."

12.2 Correction of the Work

12.2.1 Before Substantial Completion

12.2.1 In line 1 after "by the Architect" insert "as incomplete, defective,".

12.2.2.1 In line 2, after "of the" add "entire"; after "Work" delete "or designated portion thereof or after the date for commencement of warranties established under Subparagraph 9.9.1," and substitute "(unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties), or within such longer period of time as may be prescribed by law or in equity,". In line 6, after "condition." delete the next two grammatical sentences and substitute the following: "This corrective period 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 performance of the Work. Corrective Work shall be warranted to be free from defects for a period equal to the longer of six (6) months after the completion of the corrective Work or one (1) year after the Date of Substantial completion (subject to extension as previously described) or such longer period of time as may be prescribed by law or in equity, or expiration of the term of any applicable special warranty, if applicable, required by the Contract Documents. Any defect in such Work shall be corrected again by Contractor promptly upon notice of the defect from Owner. Upon receipt of written notice from the Owner of the discovery of any defects in the Work, the Contractor shall commence remedy of such defects and replace any property damaged therefrom occurring within the warranty and guarantee period within forty-eight (48) hours. Work forces to repair or replace damaged property shall be maintained on a consistent basis until resolution. The Owner remedy work directly if the damage or failure constitutes and emergency threatening the life, health, or safety or could create significant consequential damages. In the case of

emergency repairs, the Contractor shall compensate the Owner for reasonable costs incurred. If the Contractor, after notice, fails to proceed promptly and remedy within the period of time for remedial action within this paragraph or which has been otherwise agreed to in writing, in compliance with the terms of the warranty and guarantee, the Owner may have the defects corrected and the Contractor and/or its surety shall be liable for all actual expenses incurred by Owner, Architect or Project Manager. This obligation under this Subparagraph 12.2.2.1 shall survive acceptance of the Work under the Contract and termination of the Contract by the Owner.”

Replace paragraph 12.2.2.2 with the following language and delete paragraph 12.2.2.3

12.2.2.2 Just before the termination of the various guarantee periods, Contractor shall accompany Owner and Architect on an inspection and tour of the building and Project site and shall note and call out any defects and shall start remedying these defects within ten (10) days of the inspection tour and shall prosecute the Work without interruption until accepted by Owner and Architect, even though such prosecution should extend beyond the limit of the guarantee period. If the Contractor, after notice, fails to proceed promptly and remedy within ten (10) days or within another period of time which has been agreed to in writing, in compliance with the terms of the warranty and guarantee, the Owner may have the defects corrected and the Contractor and/or its surety shall be liable for all actual expenses incurred by Owner, Architect or Project Manager.

12.2.4 In line 2, after “caused” add “in whole or in part”. In line 3, after “that is” add “defective or otherwise”.

12.2.5 In line 2, after “Documents” delete “.” and insert “or under law or in equity.” In line 2 delete “one year”.

12.3 Acceptance of Nonconforming Work

12.3 In line 1, after “is” insert “defective or otherwise”.

ARTICLE 13 – MISCELLANEOUS PROVISIONS

13.3 Rights and Remedies

13.3.1 At the end of the paragraph delete “.” and insert “or in equity or by any other agreement, and any such rights and remedies shall survive the acceptance of the Work and/or any termination of the Contract Documents.”

13.4 Tests and Inspections

13.4.1 Delete the last two grammatical sentences in their entirety and insert the following, “Architect, Owner and Contractor shall be afforded a reasonable opportunity to attend, observe, and witness all inspections and tests of the Work. Architect or Owner may at any time request and receive from Contractor satisfactory evidence that materials,

supplies, or equipment are in conformance with the Contract Documents. The conduct of any inspection or test and the receipt of any approval shall not operate to relieve Contractor from its obligations under the Contract Documents unless specifically so stated by Owner in writing.”

13.4.2 Delete the last grammatical sentence in its entirety.

13.4.3 In line 2, after “Documents,” delete the remainder of the subparagraph and substitute the following: “or reveal faulty or otherwise defective Work, or if the necessity of any such testing, inspection, or approval procedure arises out of the fault, neglect, or omission of Contractor, Contractor shall bear all costs of such testing, inspection, and approval procedures and all other costs made necessary by Contractor’s failures, including, without limitation, those costs of repeated and additional procedures and compensation for Architect’s services and expenses of Owner’s personnel and consultant fees and expenses. Such costs shall be paid by Contractor within ten (10) days of receipt of invoice from Owner with supporting data attached.”

13.4.4 In line 1 delete, “unless otherwise required by the Contract Documents,”. In Line 2 delete, “promptly delivered to the Architect” and insert, “delivered to Owner, unless such testing or inspection services are arranged by Owner.”

13.5 Interest

Delete paragraph in its entirety and replaced with the following, “An overdue payment bears interest at the rate of one half percent (.5%) each month, or at the legal rate established by the Texas Government Code, currently in Section 2251.025. Any such payment for any undisputed amounts shall be deemed overdue on the thirty-first (31st) day after Owner receives an acceptable invoice from Contractor.”

Insert new Article 13.6 as follows:

13.6 Equal Opportunity

13.6.1 The Contractor shall maintain policies of employment as follows: “The Contractor and the Contractor’s Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment, or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants, notices setting forth the nondiscrimination policies.”

13.6.1.1 The Contractor and the Contractor ‘s Subcontractors shall, in all solicitations or

advertisements for employees placed by them or on their behalf; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

Insert new 13.7 as follows:

13.7 Certification of Asbestos-Free Project

13.7.1 Contractor shall submit to the Architect a letter addressed to the Owner certifying that all materials used in the construction of this Project contain less than 0.10 by weight of asbestos and for which it can be demonstrated that, under reasonably foreseeable job site conditions, will not release asbestos fibers in excess of 0.1 fibers per cubic centimeter. Certification letters shall be dated, shall reference this specific Project, and shall be signed by at least one officer of the construction company.

13.7.2 Certification shall further state that should asbestos fibers be found at this Project in concentrations greater than 0.1 fibers per cubic centimeter, that Contractor shall be responsible for determining which materials contain asbestos fibers and shall take corrective action to remove those materials from the Project at no additional cost to the Owner.

13.7.3 Final payment shall not be made until this letter of certification has been received.

ARTICLE 14 – TERMINATION OF SUSPENSION OF THE CONTRACT

14.1 Termination by the Contractor

14.1.1.3 After “documents” add “other than what is permitted in Section 9.6.1.”

14.1.1.4 Delete paragraph in its entirety.

14.1.3 In line 2 after “Work” insert “properly”. In line 3 after “executed” insert, “in accordance with the Contract Documents.” In line 3 delete “as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.”

14.1.4 Delete paragraph in its entirety and insert the following in lieu thereof, “Owner shall not be responsible for damages for loss of anticipated profits on Work not performed on account of any termination described in Subparagraphs 14.1.1 and 14.1.2.”

14.2 Termination by the Owner for Cause

14.2.1.1 Delete “repeatedly” and insert “and equipment” after “materials.”

14.2.1.3 Delete “repeatedly” and delete “or” at the end of the paragraph.

14.2.1.4 Delete subparagraph in its entirety and replace with the following, “disregards the instructions of Architect or Owner (when such instructions are based on the requirements of the Contract Documents); or”

Insert new 14.2.1.5 and 14.2.1.6 as follows:

14.2.1.5 “is adjudged a bankrupt or insolvent, or makes a general assignment for the benefit of Contractor’s creditors, or a trustee or receiver is appointed for Contractor or for any of its property, or files a petition to take advantage of any debtor’s act, or to reorganize under bankruptcy or similar laws; or

14.2.1.6 “otherwise does not fully comply with the Contract Documents.”

14.2.2 In line 1, after “exist” delete “, and upon certification by the Initial Decision Maker that sufficient cause exists to justify such action”.

14.2.4 Delete paragraph in its entirety and replace with the following, “To the extent the costs of completing Work, including compensation for additional professional services and expenses, exceed those costs that would have been payable to Contractor to complete the Work except for Contractor’s default, Contractor will pay the difference to Owner, and this obligation for payment shall survive termination of the Contract. Such costs incurred by Owner will be determined by Owner and confirmed by Architect.”

Insert new paragraph 14.2.5, 14.2.6, and 14.2.7 as follows:

14.2.5 In addition to Owner’s right to remove Contractor from any part of Work pursuant to the Contract Documents, Owner may, at any time, at will and without cause, terminate any part of Work or any subcontract or all remaining Work for any reason whatsoever by giving seven (7) days’ prior written notice to Contractor specifying the part of Work or subcontract to be terminated and the effective date of termination. Contractor shall continue to prosecute the part of Work not terminated. If any part of Work or subcontract is so terminated, Contractor shall be entitled to payment for Work properly executed in accordance with the Contract Documents (the basis for such payment shall be as provided in the Contract) and for costs directly related to Work thereafter performed by Contractor in terminating such Work or subcontract including reasonable demobilization and cancellation charges provided said Work is authorized in advance by Architect and Owner. No payment shall be made by Owner; however, to the extent that such Work or subcontract is, was, or could have been terminated under the Contract Documents or an equitable adjustment is made or denied under another provision of the Contract. In case of such termination, Owner will issue a Construction Change Directive or authorize a Change Order making any required adjustment to the Date of Substantial Completion and/or the Contract Sum. For the remainder of the Work, the Contract Documents shall remain in full force and effect.

14.2.6 Owner shall not be responsible for damages for loss of anticipated profits on Work not performed on account of any termination described in Subparagraph 14.2.5.

14.2.7 Upon a determination by a court of competent jurisdiction that termination of Contractor pursuant to Subparagraph 14.2.1 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Subparagraph 14.2.5 and Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Subparagraph 14.2.5."

14.4.3 Delete section in its entirety and replace with "In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly completed to date, including the Contractor's overhead and profit on that portion of properly completed work. Under no circumstances shall the Contractor be compensated for loss of revenue or anticipated profits from portions of the work not completed."

ARTICLE 15 – CLAIMS AND DISPUTES

15.1.1 Definitions

In line 1 after "matter of right" insert "adjustment or interpretation of the Contract Terms." After the second sentence insert, "Claims must be by written notice."

15.1.2 Time Limits on Claims

In line 2 delete "in accordance with the requirements of the binding dispute resolution method selected in the Agreement". In line 4 delete "," after "applicable law" and insert "." In line 4 delete "but in any case more than 10 years after the date of Substantial Completion of the Work." Delete last grammatical sentence in its entirety.

15.1.3 Notice of Claims

15.1.3.1 In line 2 after "shall be initiated by" add "written". At the end of the paragraph insert the following, "Said written notice of claims shall state specifically the reason for the claim, the date or dates of the cause of causes of the claim, and if any extension of time is requested, the number of days of extension requested."

15.1.5 Claims for Additional Cost

After the first sentence insert the following, "Said notice shall itemize all claims and shall contain sufficient detail and substantiating data to permit evaluation of same by Owner and Architect. No such claim shall be value unless so made."

15.1.6 Claims for Additional Time

15.1.6.2 At the end of the paragraph and the sentence, "Such claims shall be given to the Owner within fourteen (14) days after the occurrence of the event justifying the claim.

Insert new “15.1.6.3, 15.1.6.3.1, 15.1.6.3.2, 15.1.6.3.3, 15.1.6.3.4, and 15.1.6.3.5 as follows:

15.1.6.3 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions at the Project and that they had an adverse effect on the critical path of the construction schedule. The Contract Time shall not be extended nor shall the Contract Sum be increased, due to any adverse weather conditions experienced unless (a) the total number of weather-caused days of delay exceeds the Anticipated Weather Days, and (b) the critical path is delayed as a direct result of such adverse weather.

15.1.6.3.1 Anticipated Weather Days: An allowance of **Thirty (30)** Regular Work Days, established as probable days lost due to weather delays; said allowance shall be included in the Contractor's proposed Completion Time in the Proposal.

15.1.6.3.2 Evaluation of Delay Days: The Owner will evaluate delays claimed by the Contractor based on the critical path of the Contractor's construction schedule, and if it is determined by the Owner that a critical path task has been delayed due to circumstances beyond the Contractor's control, the accepted delay days will be deducted from the Anticipated Weather Delay Day Allowance.

15.1.6.3.3 Weather Days: Regular Work Days when Work is planned to occur that day and when rain exceeds .50” in one calendar day that impacts the current critical path of construction. The official weather measurement shall be taken from www.weatherunderground.com for the City where the Project is located. Unusually high winds, mud, or snow are not considered a weather day. The Contractor will be entitled to an extension of the Contract Time for the net additional time, if any, which results from deducting the amount of Anticipated Weather Days from the total amount of actual Weather Days

15.1.6.3.4 Net Weather Days: The difference in working days between the total amount of Anticipated Weather Days and total amount of Weather Days incurred.

15.1.6.3.5 Contractor shall not be entitled to claims for additional time and/or increase in Contract Price due to a problem or non-performance of a subcontractor.

15.2 Initial Decision

15.2.2 In line 3 after “Approve the Claim” insert “in whole or in part”.

15.2.5 In line 6 delete “binding dispute resolution” and insert “litigation”.

15.2.6 Delete in its entirety. Add Intentionally Deleted.

15.2.6.1 Delete in its entirety.

15.2.8 Delete in its entirety.

15.3 Mediation

Delete sections 15.3.1, 15.3.2, 15.3.3 and 15.3.4 in their entirety and replace with the following:

§ 15.3.1 If the parties to a dispute arising out of or related to the Contract agree to submit the Claim to mediation following a decision by the Initial Decision Maker, 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. Nothing in the Contract Documents shall be construed as requiring mandatory mediation prior to litigation.

15.4 Arbitration

Delete 15.4.1, 15.4.1.1, 15.4.2, and 15.4.3 in their entirety and insert the following in lieu thereof, "The parties expressly agree that disputes or claims arising under the Contract Documents shall not be subject to arbitration unless mutually agreed by the parties in writing."

15.4.4 Consolidation or Joinder

Delete 15.4.4.1, 15.4.4.2 and 15.4.4.3 in their entirety.

DALLAS 2142953v.1

Bid Bond

CONTRACTOR:

(Name, legal status and address)

« »« »
« »

SURETY:

(Name, legal status and principal place of business)

« »« »
« »

OWNER:

(Name, legal status and address)

« »« »
« »

BOND AMOUNT: \$ « »

PROJECT:

(Name, location or address, and Project number, if any)

«
« »
« »

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

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.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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Signed and sealed this « » day of « », « »

(Witness)

(Witness)

« »

(Contractor as Principal) (Seal)

« »

(Title)

« »

(Surety) (Seal)

« »

(Title)





AIA® Document A312™ – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description:

(Name and location)

SAMPLE

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

SURETY

Company: *(Corporate Seal)*

Signature: _____

Name and

Title:

Signature: _____

Name and

Title:

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ (Corporate Seal)

Company: _____ (Corporate Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Address: _____

Address: _____

Init.

/

 **AIA** Document A312™ – 1984

Performance Bond

CONTRACTOR (Name, Legal Status and Address):

SURETY (Name, Legal Status and Principal Place of Business):

OWNER (Name, Legal Status and Address):

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description (Name and Location):

SAMPLE

BOND

Date (Not earlier than Construction Contract Date):

Amount: \$

Modifications to this Bond: None See Section 13

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature: _____

Name and

Title:

(Any additional signatures appear on the last page)

Signature: _____

Name and

Title:

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE

(Architect, Engineer or other party):

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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

Any singular reference to Contract, Surety, Owner or other party shall be considered plural where applicable.

Init.

§ 1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Section 3.1.

§ 3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

§ 3.1 The Owner has notified the Contractor and the Surety at its address described in Section 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

§ 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Section 3.1; and

§ 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

§ 4 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

§ 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

§ 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

§ 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

§ 5 If the Surety does not proceed as provided in Section 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Section 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

§ 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

§ 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 4; and

§ 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

§ 8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

§ 11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 12 DEFINITIONS

§ 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

§ 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

§ 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

§ 13 MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____
(Corporate Seal)

Company: _____
(Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

Init.

SECTION 000820 - SCHEDULE OF VALUES

1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1, apply to this Section.
- B. Addenda issued during the bidding period that affect this section of the specifications.

1.2 WORK INCLUDED

- A. The Schedule of Values shall follow the sections of the specifications and shall be subdivided into detailed categories as follows:
 - 1. Costs for such items as Performance and Payment Bonds, Contractor's insurance, permits and plan checking fees, mobilization, office coordination, job site supervision, field engineering, miscellaneous general conditions, contract close out, trench safety and fee shall be listed as individual line items.
 - 2. Costs for various construction items such as sitework and concrete shall be subdivided and detailed. For example, concrete work shall be subdivided into such items as drilling footings, footing reinforcing in place, footing concrete in place, grade beam materials, grade beam labor, etc. These subdivisions shall appear as individual line items.
 - 3. All subcontracts shall be subdivided in detail. For small subcontracts, the subdivision of costs may be limited to individual line items for labor and materials; for larger and more complex subcontracts, the subdivision of costs shall include costs of various components and equipment and labor for each,
 - 4. The cost of the individual items of subcontract work shall total the amount of the specific subcontract. There shall be no addition of contractor's overhead or other costs such as general conditions, supervision and fee.
 - 5. Where payment for suitably stored materials may be requested prior to installation, material and labor costs shall be listed as individual line items and subdivided in detail.
 - 6. Where work occurs at more than one building, for the Owner's accounting purposes and to facilitate the checking of the Contractor's Application for Payment, costs shall be scheduled separately for each [campus](#).

1.3 SUBMITTALS

- A. The Schedule of Values shall be submitted in triplicate to the Architect for review as soon as possible after the award of contract and at least seven days prior to the submission of the first application for payment.
- B. The Schedule of Values shall be submitted on the Continuation Sheet, AIA Document G703-1992.
- C. Contractor's wishing to use computerized versions of AIA Document G703-1992 shall submit an example in advance to the Architect for approval. Generally, such versions shall match the format of AIA Document G703-1992.
- D. Acceptability of detail provided on the Schedule of Values will be determined solely by the Architect.

END OF SECTION

TO OWNER: PROJECT: APPLICATION NO: Distribution to:
 FROM CONTRACTOR: VIA ARCHITECT: PERIOD TO: OWNER
 ARCHITECT
 CONTRACTOR
 PROJECT NOS: CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	_____
2. Net change by Change Orders	\$	_____
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	_____
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	_____
5. RETAINAGE:		
a. _____ % of Completed Work (Column D + E on G703)	\$	_____
b. _____ % of Stored Material (Column F on G703)	\$	_____
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	0.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	_____
8. CURRENT PAYMENT DUE	\$	0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
 By: _____ Date: _____
 State of: _____ County of: _____
 Subscribed and sworn to before me this _____ day of _____
 Notary Public:
 My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
 ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CERTIFICATION OF PROJECT COMPLIANCE

Completion of this form is required under the provisions of §61.1036(c)(3)(F) TAC for all public school district construction projects. Instructions for completion of this form can be found on page 2.

1. PROJECT INFORMATION

Facility:

Address:

City:

DISTRICT:

ARCHITECT/ENGINEER:

CONTRACTOR/CM:

CONTRACT DATE:

DATE DISTRICT AUTHORIZED PROJECT:

BRIEF DESCRIPTION OF PROJECT:

2. CERTIFICATION OF DESIGN AND CONSTRUCTION

The intent of this document is to assure that the school district has provided to the architect/engineer the required information and the architect/engineer has reviewed the School Facilities Standards as required by the State of Texas, and used his/her reasonable professional judgment and care in the architectural/engineering design and that the contractor has constructed the project in a quality manner in general conformance with the design requirements and that the school district certifies to project completion.

3. **The District** certifies that the educational program and the educational specifications of this facility along with the identified building code to be used have been provided to the architect/engineer.

DISTRICT:

BY:

DATE:

4. **The Architect/Engineer** certifies the above information was received from the school district, and that the building(s) were designed in accordance with the applicable building codes. Further, the facility has been designed to meet or exceed the design criteria relating to space (minimum square footage), educational adequacy, and construction quality as contained in the School Facilities Standards as adopted by the Commissioner of Education, June 9, 2003, and as provided by the district.

ARCHITECT/ENGINEER:

BY:

DATE:

5. **The Contractor/CM** certifies that this project has been constructed in general conformance with the construction documents as prepared by the architect/engineer listed above.

CONTRACTOR/CM:

BY:

DATE:

6. **The District** certifies completion of the project (as defined by the architect/engineer and contractor).

DISTRICT:

BY:

DATE:

INSTRUCTIONS FOR COMPLETION OF “CERTIFICATION OF PROJECT COMPLIANCE” FORM

Section 1. Identify the following:

- name and address of the school facility
- name of the school district
- the Architect/Engineer and Contractor
- the date of execution of the construction contract
- the date that the school district authorized the superintendent to hire an architect/engineer
- scope of the project.

Section 2. This section outlines the intent of the document. No action required.

Section 3. This section is to be executed by the school district upon transmittal of the information (as listed) to the architect/engineer and is to remain in the custody of the school district throughout the entire project.

Section 4. This section is to be executed by the architect/engineer upon completion of the plans and specifications and in conjunction with the completion of the plan review for code compliance (ref. 19 TAC §61.1033 or §61.1036, School Facilities Standards) and returned to the school district’s files.

Section 5. This section is to be executed by the contractor upon substantial completion of the project and retained in the school district’s files.

Section 6. This section is to be executed by the school district upon acceptance and occupancy of the project.

NOTE: DO NOT SUBMIT THIS DOCUMENT TO THE TEXAS EDUCATION AGENCY. The school district will retain this document in their files indefinitely until review and/or submittal is required by representatives of the Texas Education Agency.

SECTION 011000 – SUMMARY OF WORK

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. Phased construction.
 - 4. Work by Owner.
 - 5. Work under separate contracts.
 - 6. Future work.
 - 7. Purchase contracts.
 - 8. Owner-furnished products.
 - 9. Contractor-furnished, Owner-installed products.
 - 10. Access to site.
 - 11. Coordination with occupants.
 - 12. Work restrictions.
 - 13. Specification and drawing conventions.
 - 14. Miscellaneous provisions.

1.3 PROJECT INFORMATION

- A. Project Identification: [IDEA Public Schools Electrical Switchgear Upgrades at Multiple Campuses](#)
 - 1. Project Location: See Drawings.
 - 2. Owner: [IDEA Public Schools, Weslaco, Texas](#).
- B. Engineer: Ethos Engineering, 1126 South Commerce, Harlingen, Texas 78550.

1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The following Summary of Work is intended as an aid to achieve an understanding of the various elements of work included in the project, as is not intended to be all-inclusive. Detailed descriptions of work and requirements are given in drawings and specifications.
- B. Specification division numbers are not intended to dictate WHO will be doing the work. The following scope of mechanical work includes work specified in drawings and specifications. All

SECTION 011000 – SUMMARY OF WORK

the work must be done and coordinated, regardless of whether it is done under the Sub Contractor or by the General Contractor.

- C. Scope of Work: Provide all materials and labor associated with complete operational systems. Major items of work include, but are not limited to:
1. Base Proposal Scope of Work includes the following:
 - a. Electrical Service: To remain as is except for Mission Campus.
 - 1) IDEA Brownsville: To remain as is.
 - 2) IDEA Edinburg: To remain as is.
 - 3) IDEA Frontier: To remain as is.
 - 4) IDEA Mission: Modify the existing underground electrical service; coordinate work with AEP and IDEA PS staff. The utility company will remove existing pad mount txfmr for contractor to modify the existing txfmr concrete pad as noted on the structural plans. The utility company shall remove and provide medium voltage conductors and reinstall the transformer.
 - 5) IDEA Pharr: To remain as is.
 - 6) IDEA Quest: To remain as is.
 - 7) IDEA San Benito: To remain as is.
 - b. Switchboard(s): Disconnect and remove existing where noted. Provide new pad mounted outdoor rated.
 - c. Panelboard(s): Disconnect and remove existing where noted. Provide outdoor rated.
 - d. Feeders & Branch circuits: Temporarily disconnect and or remove and replaced as noted. Reconnect and or provide new as noted.
 - e. Commissioning: Provide for the electrical equipment as required per IECC 2018.
 2. Allowances: The owner has set aside allowances for unforeseen circumstances. See Section 012100.
- D. Type of Contract:
1. Project will be constructed under a single prime contract.

1.5 PHASED CONSTRUCTION

- A. The Work shall be conducted in one phase.
- B. Before commencing Work, submit an updated copy of Contractor's construction schedule showing the sequence, commencement and completion dates for all phases of the Work.

1.6 WORK BY OWNER

- A. Not Applicable.

1.7 WORK UNDER SEPARATE CONTRACTS

- A. Not Applicable.

SECTION 011000 – SUMMARY OF WORK

1.8 FUTURE WORK

- A. Not Applicable.

1.9 PURCHASE CONTRACTS

- A. Not Applicable.

1.10 OWNER-FURNISHED PRODUCTS

- A. Not Applicable.

1.11 CONTRACTOR-FURNISHED, OWNER-INSTALLED PRODUCTS

- A. Not Applicable.

1.12 ACCESS TO SITE

- A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
 - 1. Coordinate details with Owner and Engineer.
- B. Use of the Site: Limit use of the premises to work in areas indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.
 - 1. Owner Occupancy: Allow for Owner occupancy and use by the public.
 - 2. Limits: Confine operations to areas within contract limits indicated.
 - 3. Driveways, Walkways and Entrances: Keep driveways parking garage, 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.
- C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weather-tight condition throughout construction period. Repair damage caused by construction operations.
- D. Site Safety: Take every precaution to ensure the site does not present a threat to the safety of occupants and/or workers. Minimal safety requirements include, but are not limited to the following:
 - 1. Temporary fencing around construction areas, and around equipment while site work is in progress.
 - 2. Yellow caution tape and construction barricades along open trenches during the day. Trenches shall be covered at night and warning lights provided on construction barricades.

SECTION 011000 – SUMMARY OF WORK

3. Work shall take place with minimal disruption to Owner's operations in areas surrounding the job site.

1.13 COORDINATION WITH OCCUPANTS

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

1.14 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: Schedule activities in close coordination with Owner. **When school is in session, limit work in the existing building to breaks, afterhours and weekends, 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 utility interruptions.
 2. Obtain Owner's written permission before proceeding with utility interruptions.
- E. Nonsmoking Building: Smoking is not permitted within the building or within 25 feet of entrances, operable windows, or outdoor-air intakes.
- F. Controlled Substances: Use of tobacco products and other controlled substances within the existing building is not permitted.
- G. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.
- H. Employee Screening: Comply with Owner's requirements for drug and background screening of Contractor personnel working on Project site.
 1. Maintain list of approved screened personnel with Owner's representative.

SECTION 011000 – SUMMARY OF WORK

1.15 WORK SEQUENCE AND DEADLINES

- A. **The Bid requires that the project be certified Finally Complete within the time limits imposed in the Bid Form.** Failure to comply with contract completion dates will result in assessment of liquidated damages.
- B. **Extended power outages, and disruptive indoor work must take place only during unoccupied hours or on weekends.** All lighting and electrical systems shall be operational by the next occupancy period.

1.16 COORDINATION

- A. All questions, requests for information, submittals, and correspondence from the Contractor shall be submitted via the General Contractor, who will forward to the Engineer.
- B. Contractor shall not make any changes to design without written authorization from the Engineer. If changes are requested by the Owner, Engineer, General Contractor, Suppliers, Manufacturers, or any others, Contractor should issue a written RFI for response by the Engineer.
- C. Contractor shall issue seven (7) days written notice prior to any activities that require the presence of the Engineer at the job-site. This applies to all inspections required by specifications, and particularly to those where work will be covered (below grade).
- D. Issue written notification of the following tasks and allow five (5) days for Engineer to respond and schedule an inspection as required:
 - 1. Upon completion of underground raceways installation and prior to covering up.
 - 2. Upon completion of installing all raceways, labeling all j-boxes and prior to suspended ceiling installation.
 - 3. Upon completion of pulling all wiring, making all terminations, labeling and color-coding wires at the panelboards/switchboards and prior to installing their covers.
 - 4. When ready to request manufacturer's start-up of each piece of equipment.
 - 5. When ready for Systems Readiness Checklists (Commissioning).
 - 6. When ready for Functional Performance testing (Commissioning).
 - 7. When ready for Substantial Completion Inspection.
 - 8. When ready for Final Inspection.
 - 9. Failure to issue written notification may result in work having to be redone to allow for proper inspection. It is this contractor's responsibility to make sure Engineer receives notification.
- E. Construction Coordination:
 - 1. The contractor shall supply a complete and comprehensive construction schedule for the project. This schedule shall include durations for the specific tasks required, and shall demonstrate a construction process chain of events, organized to create minimum disruption and minimum inconvenience to building occupants.
 - 2. Contractor shall organize daily work schedules to accommodate the building occupants' functions, comfort, and work schedules. Mandatory achievement of a non-disruptive environment shall be the sole responsibility of the Contractor, and shall at no time incur

SECTION 011000 – SUMMARY OF WORK

additional charges for Owner. This shall include weekend and evening work hours, if necessary, to accomplish non-disruptive requirement, and on-schedule completion.

3. A non-disruptive environment shall be defined as: an environment where large-scale activities, or activities causing extreme noise and/or inconvenience are minimal in occupied areas during occupied times. When disruptive tasks must occur during occupied hours, such activities shall be coordinated with Owner's personnel a minimum of one week in advance.

- F. Waste Material and Debris: All waste material and debris from this project shall become the property of the contractor and shall be removed from the site. Exterior of the site shall be kept clean and free of material and debris from this project at all times. All waste material and debris generated by any work under this contract shall be handled, transported, stored, and disposed by the contractor and by his subcontractors in accordance with all applicable Federal, State, and local laws, ordinances, regulations, court orders, or other types of rules or rulings having the effect of law including, but not limited to, Executive Order 11752, 17 December 1978; the Federal Water Pollution Control Act, as amended, 33 USC, Sec. 1251 et seq; the Clean Air Act, as amended, 42 USC, Sec. 7401 et seq; the Solid Waste Disposal Act, as amended, 41 USC sec 136 et seq; the Endangered Species Act of 1973, as amended, 16 USC, Sec 153 et seq; and the Environmental Protection Agency guidelines on thermal processing and land disposal of solid waste (40 CFR 240 and 241).

1.17 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.

1.18 SUBMITTALS

- A. Refer to Section 260010 Summary of Electrical Work.

1.19 SCHEDULE OF VALUES

- A. Schedule of Values shall be included with bound submittals. Submittals without a Schedule of Values **shall not** be reviewed.
- B. Contractor shall submit a Schedule of Values reflecting the total value of Work in the Contract and broken down into the following items as a minimum, with a line item for Materials/Equipment and another for Labor.

SECTION 011000 – SUMMARY OF WORK

1. Electrical Switchboards
2. Electrical Panelboards
3. Raceways
4. Wiring
5. Concrete & Rebar
6. Commissioning
7. Allowances
8. Miscellaneous.
9. Administrative and project management.

1.20 MISCELLANEOUS PROVISIONS

- A. Code Compliance:
1. Occupational Safety and Health Act (OSHA)
 2. National Electric Code (NEC)
 3. National Fire Code
 4. International Building Code
 5. UL 916
 6. Local ordinances

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.

1.3 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise Engineer of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- B. At the Engineer's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Engineer from the designated supplier.

1.4 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.

SECTION 012100 - ALLOWANCES

1.6 COORDINATION

- A. Coordinate allowance items with other portions of the Work.

1.7 ALLOWANCES

- A. Use the allowance only as directed by Engineer for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.
- B. Contract Sum shall include Contractor's overhead and profit, insurance and bonding for the Contingency and other specific Allowances.
- C. Change Orders or Allowance Expenditures authorizing use of funds from the Contingency or other specific Allowances will not include Contractor's overhead and profit, nor insurance and bonding. Other related costs such as equipment rental, delivery charges, etc. can be included in these costs, but all costs must be submitted by the general contractor with itemized (or unit) pricing from the subcontractor(s) and/or material supplier(s).
- D. At Project closeout, credit unused amounts remaining in allowances to Owner by Change Order.

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. Include listed Owner's Contingency Allowance for additional work and unforeseen circumstances. Allowance will be used only as directed by Owner and Engineer with a written consent.
 - 1. Allowance No. 1: \$45,000.00
 - 2. Allowance #2 (Electrical Utility): \$10,000.00

END OF SECTION 012100

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. [Schedule of values shall be broken down per campus.](#)

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 Engineer 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.
- 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:

SECTION 012900 - PAYMENT PROCEDURES

- a. Project name and location.
 - b. Name of Engineer.
 - c. Engineer's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
2. Arrange schedule of values consistent with format of AIA Document G703.
 3. 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, where appropriate.
 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. 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.
 10. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

SECTION 012900 - PAYMENT PROCEDURES

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 Engineer 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 shall be as per mutual agreement between Owner and Contractor. The period covered by each Application for Payment starts on the day following the end of the preceding period and ends 15 days before the date for each progress payment.
- C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Engineer will return incomplete applications without action.
 - 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
 - 2. Include amounts 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.
- E. 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.
- F. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Engineer by a method ensuring receipt. One copy shall include waivers of lien and similar attachments if required.

SECTION 012900 - PAYMENT PROCEDURES

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's 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.
- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of values.
 3. Contractor's construction schedule (preliminary if not final).
 4. Products list (preliminary if not final).
 5. Schedule of unit prices.
 6. Submittal schedule (preliminary if not final).
 7. Copies of building permits.
 8. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 9. Certificates of insurance and insurance policies.
 10. Performance and payment bonds.
 11. Data needed to acquire Owner's insurance.
- I. Application for Payment at Substantial Completion: After Engineer 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.
- J. 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.

SECTION 012900 - PAYMENT PROCEDURES

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 liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 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.

1.3 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 - 1. Name, address, and telephone number of entity performing subcontract or supplying products.
 - 2. Number and title of related Specification Section(s) covered by subcontract.
 - 3. Drawing number and detail references, as appropriate, covered by subcontract.
- B. Key Personnel Names: Within 15 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.

1.4 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.

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities 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.
- D. 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.

1.5 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
 - a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

- b. Coordinate the addition of trade-specific information to the coordination drawings by multiple contractors in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.
- c. Indicate functional and spatial relationships of components of Engineering, structural, civil, mechanical, plumbing and electrical systems.
- d. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
- e. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Engineer indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

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

1. Floor Plans: Show Engineering and structural elements, and mechanical, plumbing, fire-protection, fire-alarm, and electrical Work. Supplement plan drawings with section drawings where required to adequately represent the Work.
2. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
3. Electrical Work: Show the following:
 - a. Runs of vertical and horizontal conduit 1-1/4 inches in diameter and larger.
 - b. Panelboard, switchboard, switchgear, and transformer locations.
 - c. Location of pull boxes and junction boxes, dimensioned from column center lines.
4. Review: Engineer will review coordination drawings to confirm that the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility. If Engineer determines that coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, Engineer will so inform Contractor, who shall make changes as directed and resubmit.
5. Coordination Drawing Prints: Prepare coordination drawing prints according to requirements in Section 013300 "Submittal Procedures."

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. Engineer will return RFIs submitted to Engineer by other entities controlled by Contractor with no response.
 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation.

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

1.7 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Engineer of scheduled meeting dates and times.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Engineer, within three days of the meeting.
- B. Preconstruction Conference: **Schedule and conduct** a preconstruction conference before starting construction, at a time convenient to Owner and Engineer, but no later than **15** days after execution of the Agreement.
1. Conduct the conference to review responsibilities and personnel assignments.
 2. Attendees: Authorized representatives of Owner, Engineer, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 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 and existing building.
 - n. Work restrictions.
 - o. Working hours.
 - p. Owner's occupancy requirements.
 - q. Responsibility for temporary facilities and controls.
 - r. Procedures for moisture and mold control.
 - s. Procedures for disruptions and shutdowns.
 - t. Construction waste management and recycling.
 - u. Parking availability.
 - v. Office, work, and storage areas.
 - w. Equipment deliveries and priorities.
 - x. First aid.
 - y. Security.
 - z. Progress cleaning.

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

4. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
1. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 2. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
 3. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Project Closeout Conference: Schedule and conduct a project closeout conference, at a time convenient to Owner and Engineer, but no later than 30 days prior to the scheduled date of Substantial Completion.
1. Conduct the conference to review requirements and responsibilities related to Project closeout.
 2. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
 - a. Preparation of record documents.
 - b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
 - c. Submittal of written warranties.
 - d. Requirements for preparing operations and maintenance data.
 - e. Requirements for delivery of material samples, attic stock, and spare parts.
 - f. Requirements for demonstration and training.
 - g. Preparation of Contractor's punch list.
 - h. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
 - i. Submittal procedures.
 - j. Coordination of separate contracts.
 - k. Owner's partial occupancy requirements.
 - l. Installation of Owner's furniture, fixtures, and equipment.
 - m. Responsibility for removing temporary facilities and controls.
 3. Minutes: Entity conducting meeting will record and distribute meeting minutes.
- E. Progress Meetings: Conduct progress meetings at regular intervals.
1. Coordinate dates of meetings with preparation of payment requests.
 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

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) Status of submittals.
 - 3) Deliveries.
 - 4) Off-site fabrication.
 - 5) Access.
 - 6) Site utilization.
 - 7) Temporary facilities and controls.
 - 8) Progress cleaning.
 - 9) Quality and work standards.
 - 10) Status of correction of deficient items.
 - 11) Field observations.
 - 12) Status of RFIs.
 - 13) Status of proposal requests.
 - 14) Pending changes.
 - 15) Status of Change Orders.
 - 16) Pending claims and disputes.
 - 17) Documentation of information for payment requests.
3. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
- a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 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.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Engineer'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 Engineer'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."

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 Engineer and additional time for handling and reviewing submittals required by those corrections.

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Engineer's Digital Data Files: Electronic digital data files of the Contract Drawings will be provided by Engineer 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.

SECTION 013300 - SUBMITTAL PROCEDURES

- a. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow 8 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
- 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. Include the following information for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name of Engineer.
 - d. Name of Contractor.
 - e. Name of subcontractor.
 - f. Name of supplier.
 - g. Name of manufacturer.
 - h. 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).
 - i. Number and title of appropriate Specification Section.
 - j. Drawing number and detail references, as appropriate.
 - k. Location(s) where product is to be installed, as appropriate.
 - l. Other necessary identification.
 - m. Deviations: Highlight, encircle, or otherwise identify deviations from the Contract Documents on submittals.
 3. Transmittal for Paper Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Engineer will discard submittals received from sources other than Contractor.
- 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.

SECTION 013300 - SUBMITTAL PROCEDURES

- 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 Engineer.
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 Engineer.
 - 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 Engineer.
- 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 Engineer 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.

SECTION 013300 - SUBMITTAL PROCEDURES

2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 3. Resubmit submittals until they are marked with approval notation from Engineer's action stamp.
- 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 Engineer'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.
 2. Submittals: Submit 3 paper copies of each submittal unless otherwise indicated. Engineer will return 2 copies.
 3. 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. 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.

SECTION 013300 - SUBMITTAL PROCEDURES

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. Or 3 paper copies of Product Data unless otherwise indicated. Engineer will return 2 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.
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. Submit Shop Drawings in the following format:
 - a. PDF electronic file.
 - b. Or 3 opaque (bond) copies of each submittal.

2.2 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Engineer.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF electronic file and three paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

SECTION 013300 - SUBMITTAL PROCEDURES

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.
- B. Project Closeout and Maintenance Material Submittals: 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 ENGINEER'S ACTION

- A. Submittals: Engineer will review each submittal, make marks to indicate corrections or revisions required, and return it. Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- B. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Engineer.
- C. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- D. Submittals not required by the Contract Documents may be returned by the Engineer without action.

END OF SECTION 013300

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 Engineer's action on Contractor's submittals, applications, and requests, "approved" is limited to Engineer's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Engineer. 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.
- J. "Installer": An installer is the 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.
- K. The term "experienced," when used with an entity, means having successfully completed a minimum of **five** previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

SECTION 014200 - REFERENCES

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. Conflicting Requirements: 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 uncertainties and requirements that are different, but apparently equal, to Engineer for a decision before proceeding.
 - 1. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Engineer for a decision before proceeding.
- D. 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. 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.
 - 2. IAPMO - International Association of Plumbing and Mechanical Officials; www.iapmo.org.
 - 3. ICC - International Code Council; www.iccsafe.org.
 - 4. ICC-ES - ICC Evaluation Service, LLC; www.icc-es.org.
- C. 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.

SECTION 014200 - REFERENCES

1. COE - Army Corps of Engineers; www.usace.army.mil.
 2. CPSC - Consumer Product Safety Commission; www.cpsc.gov.
 3. DOC - Department of Commerce; National Institute of Standards and Technology; www.nist.gov.
 4. DOD - Department of Defense; www.quicksearch.dla.mil.
 5. DOE - Department of Energy; www.energy.gov.
 6. EPA - Environmental Protection Agency; www.epa.gov.
 7. FAA - Federal Aviation Administration; www.faa.gov.
 8. FG - Federal Government Publications; www.gpo.gov.
 9. GSA - General Services Administration; www.gsa.gov.
 10. HUD - Department of Housing and Urban Development; www.hud.gov.
 11. LBL - Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; www.eetd.lbl.gov.
 12. OSHA - Occupational Safety & Health Administration; www.osha.gov.
 13. SD - Department of State; www.state.gov.
 14. TRB - Transportation Research Board; National Cooperative Highway Research Program; The National Academies; www.trb.org.
 15. USDA - Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; www.ars.usda.gov.
 16. USDA - Department of Agriculture; Rural Utilities Service; www.usda.gov.
 17. USDJ - Department of Justice; Office of Justice Programs; National Institute of Justice; www.ojp.usdoj.gov.
 18. USP - U.S. Pharmacopeial Convention; www.usp.org.
 19. USPS - United States Postal Service; www.usps.com.
- D. 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.
 2. DOD - Department of Defense; Military Specifications and Standards; Available from DLA Document Services; 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.
 - a. Available from Defense Standardization Program; www.dsp.dla.mil.
 - b. Available from General Services Administration; www.gsa.gov.
 - c. Available from National Institute of Building Sciences/Whole Building Design Guide; www.wbdg.org/ccb.
 6. MILSPEC - Military Specification and Standards; (See DOD).
 7. USAB - United States Access Board; www.access-board.gov.
 8. USATBCB - U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).
- E. 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

SECTION 014200 - REFERENCES

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.
2. CCR; California Code of Regulations; Office of Administrative Law; California Title 24 Energy Code; 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.
5. CPUC; California Public Utilities Commission; www.cpuc.ca.gov.
6. SCAQMD; South Coast Air Quality Management District; www.aqmd.gov.
7. TFS; Texas A&M Forest Service; Sustainable Forestry and Economic Development; www.txforests-service.tamu.edu.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

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.

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 7 days prior to bidding. 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.

SECTION 016000 - PRODUCT REQUIREMENTS

- 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, Engineer 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.

SECTION 016000 - PRODUCT REQUIREMENTS

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," Engineer 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:

SECTION 016000 - PRODUCT REQUIREMENTS

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. 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 unless otherwise indicated.
4. Manufacturers:
 - a. 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.
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.

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.

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.

SECTION 017300 - EXECUTION

- a. Include description of provisions for temporary services and systems during interruption of permanent services and systems.
6. Engineer's Approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.

1.5 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
 1. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection. When cutting and patching structural elements, retain a licensed Structural Engineer. Notify Structural Engineer of locations and details of cutting and obtain written approval before proceeding. Shore, brace, and support structural elements during cutting and patching.
 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. Operational elements include the following:
 - a. Primary operational systems and equipment.
 - b. Fire separation assemblies.
 - c. Air or smoke barriers.
 - d. Fire-suppression systems.
 - e. Mechanical systems piping and ducts.
 - f. Control systems.
 - g. Communication systems.
 - h. Fire-detection and -alarm systems.
 - i. Conveying systems.
 - j. Electrical wiring systems.
 - k. Operating systems of special construction.
 3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Other construction elements include but are not limited to the following:
 - a. Water, moisture, or vapor barriers.
 - b. Membranes and flashings.
 - c. Exterior curtain-wall construction.
 - d. Sprayed fire-resistive material.
 - e. Equipment supports.
 - f. Piping, ductwork, vessels, and equipment.
 - g. Noise- and vibration-control elements and systems.
 4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner

SECTION 017300 - EXECUTION

that would, in Engineer's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

- 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.

1.6 WARRANTY

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

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Engineer for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

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

SECTION 017300 - EXECUTION

- 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 local utility and 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 Engineer according to requirements in Section 013100 "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Engineer promptly.

SECTION 017300 - EXECUTION

- B. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.
- C. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
- D. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Engineer.

3.4 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 - 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
 - 4. Maintain minimum headroom clearance of 96 inches in occupied spaces and 90 inches in unoccupied spaces.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.

SECTION 017300 - EXECUTION

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Engineer.
 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.

SECTION 017300 - EXECUTION

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.

SECTION 017300 - EXECUTION

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.
 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. Comply with waste disposal requirements.

SECTION 017300 - EXECUTION

- 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. Coordinate startup and adjusting of equipment and operating components with requirements in Section 019113 "General Commissioning Requirements."
- B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- E. Manufacturer's Field Service: Comply with qualification requirements in Section 014000 "Quality Requirements."

3.9 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 017320 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Demolition and removal of selected portions of building or structure.
 - 2. Demolition and removal of selected site elements.
 - 3. Salvage of existing items to be reused or recycled.

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.
- B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and deliver to Owner ready for reuse.
- C. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.
- D. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.
- E. 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.

1.4 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
 - 1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

SECTION 017320 - SELECTIVE DEMOLITION

1.5 PREINSTALLATION MEETINGS

- A. Predemolition Conference: Conduct conference at Project site.
 - 1. Inspect and discuss condition of construction to be selectively demolished.
 - 2. Review structural load limitations of existing structure.
 - 3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
 - 4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
 - 5. Review areas where existing construction is to remain and requires protection.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For refrigerant recovery technician.
- B. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection , for dust control and , for noise control. Indicate proposed locations and construction of barriers.
- C. Schedule of Selective Demolition Activities: Indicate the following:
 - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's building manager's and other tenants' on-site operations are uninterrupted.
 - 2. Interruption of utility services. Indicate how long utility services will be interrupted.
 - 3. Coordination for shutoff, capping, and continuation of utility services.
 - 4. Use of elevator and stairs.
 - 5. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
- D. Predemolition Photographs or Video: Show existing conditions of adjoining construction, including finish surfaces, that might be misconstrued as damage caused by demolition operations.
- E. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.
- F. Warranties: Documentation indicating that existing warranties are still in effect after completion of selective demolition.

1.7 CLOSEOUT SUBMITTALS

- A. Inventory: Submit a list of items that have been removed and salvaged.

SECTION 017320 - SELECTIVE DEMOLITION

1.8 QUALITY ASSURANCE

- A. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.

1.9 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Engineer of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
 - 1. Hazardous materials will be removed by Owner before start of the Work.
 - 2. If suspected hazardous materials are encountered, do not disturb; immediately notify Engineer and Owner. Hazardous materials will be removed by Owner under a separate contract.
- E. Historic Areas: Demolition and hauling equipment and other materials shall be of sizes that clear surfaces within historic spaces, areas, rooms, and openings, including temporary protection.
- F. Storage or sale of removed items or materials on-site is not permitted.
- G. 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.

1.10 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials and using approved contractors so as not to void existing warranties. Notify warrantor before proceeding. Existing warranties include the following:
 - a. Roofing.
 - b. Firestopping.
- B. Notify warrantor on completion of selective demolition, and obtain documentation verifying that existing system has been inspected and warranty remains in effect. Submit documentation at Project closeout.

SECTION 017320 - SELECTIVE DEMOLITION

1.11 COORDINATION

- A. Arrange selective demolition schedule so as not to interfere with Owner's operations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.
- C. Engage a professional engineer to perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective building demolition operations.
 - 1. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.
- D. Steel Tendons: Locate tensioned steel tendons and include recommendations for de-tensioning.
- E. Verify that hazardous materials have been remediated before proceeding with building demolition operations.
- F. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs or video.
 - 1. Comply with requirements specified in Section 013233 "Photographic Documentation."
 - 2. Inventory and record the condition of items to be removed and salvaged. Provide photographs or video of conditions that might be misconstrued as damage caused by salvage operations.
 - 3. Before selective demolition or removal of existing building elements that will be reproduced or duplicated in final Work, make permanent record of measurements, materials, and construction details required to make exact reproduction.

SECTION 017320 - SELECTIVE DEMOLITION

3.2 PREPARATION

- A. Refrigerant: Before starting demolition, remove refrigerant from mechanical equipment according to 40 CFR 82 and regulations of authorities having jurisdiction.

3.3 UTILITY SERVICES AND ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and electrical systems serving areas to be selectively demolished.
 - 1. Arrange to shut off utilities with utility companies.
 - 2. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.

3.4 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
 - 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
 - 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
 - 4. Cover and protect furniture, furnishings, and equipment that have not been removed.
 - 5. Comply with requirements for temporary enclosures, dust control, heating, and cooling.
- B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
 - 1. Strengthen or add new supports when required during progress of selective demolition.
- C. Remove temporary barricades and protections where hazards no longer exist.

3.5 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:

SECTION 017320 - SELECTIVE DEMOLITION

1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
 5. Maintain fire watch during and after flame-cutting operations.
 6. Maintain adequate ventilation when using cutting torches.
 7. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 8. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
 9. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 10. Dispose of demolished items and materials promptly.
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- C. Removed and Salvaged Items:
1. Clean salvaged items.
 2. Pack or crate items after cleaning. Identify contents of containers.
 3. Store items in a secure area until delivery to Owner.
 4. Transport items to Owner's storage area designated by Owner.
 5. Protect items from damage during transport and storage.
- D. Removed and Reinstalled Items:
1. Clean and repair items to functional condition adequate for intended reuse.
 2. Pack or crate items after cleaning and repairing. Identify contents of containers.
 3. Protect items from damage during transport and storage.
 4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- E. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Engineer, 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.

SECTION 017320 - SELECTIVE DEMOLITION

3.6 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Concrete: Demolish in small sections. Using power-driven saw, cut concrete to a depth of at least **3/4 inch** at junctures with construction to remain. Dislodge concrete from reinforcement at perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete. Neatly trim openings to dimensions indicated.
- B. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals using power-driven saw, and then remove concrete between saw cuts.
- C. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, and then remove masonry between saw cuts.
- D. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, and then break up and remove.

3.7 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.
 - 1. Do not allow demolished materials to accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 - 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
 - 4. Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."
- B. Burning: Do not burn demolished materials.

3.8 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 017320

SECTION 017400 - GUARANTEES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1, apply to this Section.
- B. Refer to Instructions to Bidders for substitution of materials and products.
- C. Addenda issued during the bidding period that affect this section of the specifications.

1.2 WORK INCLUDED

- A. Unless stated otherwise on the Certificate of Substantial Completion, all guarantees shall commence with the date of Substantial Completion.
- B. Unless otherwise stated in these specifications, all guarantees shall include labor, material and delivery costs required for correction.
- C. General: In addition to the General Contractor's one year guarantee for the entire project, guarantees shall be furnished by subcontractors and suppliers. These guarantees shall be submitted to the Engineer in duplicate prior to application for final payment. Refer to individual specification sections for additional guarantees and requirements.
 - 1. One Year Guarantees
 - a. Electrical Systems.
 - 2. Three Year Guarantees
 - a. Switchboards

PART 2 - PRODUCTS

2.1 GUARANTEES

- A. Where guarantees are indicated to be provided by subcontractor or supplier, a detailed warranty written on the required form shall be provided. Refer to Section 017700 for Warranty forms.
- B. Manufacturer's standard warranties shall be adjusted as required to include all specified requirements in addition to manufacturer's normal provisions. Manufacturer guarantees shall be written on appropriate printed letterhead.

2.2 MATERIALS

SECTION 017400 - GUARANTEES

- A. Unless otherwise approved by the Engineer, all replacement materials shall be new and provided by the same manufacturer as the original installation.

PART 3 - EXECUTION

3.1 GENERAL

- A. Contractor shall arrange for all required inspections during the warranty period. Regardless of the wording of individual warranties, the Owner shall not be responsible for notification requirements for routine inspections during the General Contractor's warranty period.
- B. Upon receipt of written or verbal notice by the Owner or Engineer of a deficiency, the Contractor shall promptly respond with inspection and repair during the General Contractor's warranty period.
- C. The General Contractor shall be responsible for coordinating the activities of subcontractors, suppliers and manufacturers during the General Contractor's warranty period and the subcontractor/supplier/manufacturer extended warranty period.

END OF SECTION 017400

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. "Construction Contract Close Out Checklist", of this Section.
 - 2. [Additional requirements from Owner](#).
 - 3. Section 017300 "Execution" for progress cleaning of Project site.
 - 4. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 5. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
 - 6. 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.

SECTION 017700 - CLOSEOUT PROCEDURES

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 15 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 Engineer. 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 Engineer'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 15 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."

SECTION 017700 - CLOSEOUT PROCEDURES

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, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Engineer, 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 Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Engineer. 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:
1. It is expected that Contractor will have thoroughly verified that all requirements have been fulfilled, and deficiencies repaired, **before** notifying Engineer that system is ready for final inspection, and **before** arranging final acceptance testing with Owner. Owner and Engineer therefore expect to make but one final inspection of system.
 2. Submit a written request for final inspection for acceptance. Provide at least 7 days' notice to Owner and Owner's representative before test. Arrange mutually convenient time for conducting test.
 3. On receipt of request, Engineer will either proceed with inspection. Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
 4. Reinspection:

SECTION 017700 - CLOSEOUT PROCEDURES

- a. Should more than one "final" inspection be required due to significant deficiencies, Contractor will be required to reimburse Engineer at a rate of **\$200.00** per hour for expenses to cover any and all re-inspections required.
- b. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
 1. Organize list of spaces in sequential order.
 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Engineer.
 - d. Name of Contractor.
 - e. Page number.

1.9 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Engineer for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, 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.

SECTION 017700 - CLOSEOUT PROCEDURES

- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

1.10 PROJECT RECORD DOCUMENTS

- A. General: Do not use Project Record Documents for construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Documents for Engineer's reference during normal working hours.
- B. Record Drawings: Maintain and submit one set of blue- or black-line white prints of Contract Drawings and Shop Drawings.
 - 1. 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 prepare the marked-up Record Prints.
 - a. Give particular attention to information on concealed elements that cannot be readily identified and recorded later.
 - b. Accurately record information in an understandable drawing technique.
 - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
 - d. Mark Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. Where Shop Drawings are marked, show cross-reference on Contract Drawings.
 - 2. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
 - 3. Mark important additional information that was either shown schematically or omitted from original Drawings.
 - 4. Note Construction Change Directive numbers, Change Order numbers, alternate numbers, and similar identification where applicable.
 - 5. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location. Organize into manageable sets; bind each set with durable paper cover sheets. Include identification on cover sheets.
- C. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications. Mark copy 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. Note related Change Orders, Record Drawings, where applicable.
- D. Record Product Data: Submit one copy of each Product Data submittal. Mark one set to indicate the actual product installation where installation varies substantially from that indicated in Product Data.

SECTION 017700 - CLOSEOUT PROCEDURES

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 Drawings, where applicable.
- E. Miscellaneous Record Submittals: 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.

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 DEMONSTRATION AND TRAINING

- A. Instruction: Instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
1. Provide instructors experienced in operation and maintenance procedures.
 2. Provide instruction at mutually agreed-on times. For equipment that requires seasonal operation, provide similar instruction at the start of each season.
 3. Schedule training with Owner, through Engineer with at least **seven** days' advance notice.
 4. Coordinate instructors, including providing notification of dates, times, length of instruction, and course content.
- B. Program Structure: Develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections. For each training module, develop a learning objective and teaching outline. Include instruction for the following:
1. System design and operational philosophy.
 2. Review of documentation.
 3. Operations.
 4. Adjustments.
 5. Troubleshooting.

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6. Maintenance.
7. Repair.

3.2 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - g. Sweep concrete floors broom clean in unoccupied spaces.
 - h. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
 - i. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - j. Remove labels that are not permanent.
 - k. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - l. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - m. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - n. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.
 - 1) Clean HVAC system in compliance with NADCA Standard 1992-01. Provide written report on completion of cleaning.

SECTION 017700 - CLOSEOUT PROCEDURES

- o. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
 - p. Leave Project clean and ready for occupancy.
- C. Pest Control: Comply with pest control requirements in Section 015000 "Temporary Facilities and Controls." Prepare written report.
- D. Construction Waste Disposal: Comply with waste disposal requirements.

3.3 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
 - 1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
 - 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.
 - a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
 - 3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
 - 4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

PART 4 - PROJECT CLOSEOUT MANUAL AND FORMS

4.1 FORMS

- A. The following forms shall be submitted to the Engineer during the construction contract close out process:
 - 1. Contractor's Affidavit of Payment of Debts and Claims
 - 2. Contractor's Affidavit of Payment of Release of Liens
 - 3. Consent of Surety to Final Payment
 - 4. General Contractor Affidavit and Release
 - 5. Subcontractor/Supplier Affidavit and Release
 - 6. General Contractor Guarantee
 - 7. Subcontractor Guarantee

SECTION 017700 - CLOSEOUT PROCEDURES

8. General Contractor Hazardous Material Certificate
9. Subcontractor/Supplier Hazardous Material Certificate

B. Use only the listed or enclosed forms.

4.2 PROJECT CLOSE OUT MANUAL

- A. The Contractor shall assemble and deliver to the Engineer two (2) complete copies of the Project Close Out Manual consisting of the documents listed below and others as may be required under other sections of the Project Manual. Manual shall be constructed of a good quality vinyl 3 ring binder with all pages 8½” x 11”.
- B. First sheet shall identify the project, Owner, Engineer, Engineer’s project number, Consultants and Contractor. Provide company name, address, telephone number and contact representative for each.
- C. Subsequent pages shall include the Table of Contents as included herein and all project data included in the Table of Contents. Provide identifying tabs between all sections.

4.3 CLOSEOUT CHECKLIST

A. The Construction Contract Closeout Checklist included herein recaps the major items to be addressed during the close out process. This list is to be used by the Engineer and Contractor.

B. Standard AIA forms are not included in this section, but shall be attached in the order given below.

C. CONSTRUCTION CONTRACT CLOSEOUT MANUAL TABLE OF CONTENTS

1. Section 1: Contractor’s Affidavit of Payment of Debts and Claims (AIA G706)
2. Section 2: Contractor’s Affidavit of Release of Liens (AIA G706A)
3. Section 3: Consent of Surety to Final Payment (AIA G707)
4. Section 4: Certificate of Substantial Completion (AIA G704)
5. Section 5: General Contractor Affidavit and Release
6. Section 6: Subcontractor/Supplier Affidavit and Release (from each subcontractor and supplier)
7. Section 7: General Contractor Guarantee
8. Section 8: Subcontractor Guarantee (from each subcontractor)
9. Section 9: List of Final Subcontractors/Suppliers (AIA G805)
10. Section 10: Manufacturer’s Guarantees and extended service contracts (NA)
11. Section 11: General Contractor Hazardous Material Certificate
12. Section 12: Subcontractor/Supplier Hazardous Material Certificate
13. Section 13: Miscellaneous
14. Section 14: N/A
15. Section 15: Mechanical Systems
16. Section 16: Electrical Systems
17. Section 17: Ceiling Systems
18. Section 18: Control System

SECTION 017700 - CLOSEOUT PROCEDURES

GENERAL CONTRACTOR AFFIDAVIT AND RELEASE

STATE OF TEXAS

PROJECT: _____

COUNTY OF _____

OWNER: _____

ENGINEER: _____

KNOW ALL MEN BY THESE PRESENTS:

_____, being first duly sworn, disposes and says:

1. That he/she is the _____ of _____, the contractor who constructed the project referenced above, and that, he/she is duly authorized to make this General Contractor Affidavit and Release.
2. That to the best of his/her knowledge and belief, all work required under the contract of the subject construction project has been performed in accordance with the terms thereof, there are no unsatisfied claims for damages resulting from injury or death to any employees, subcontractors, or the public at large arising out of the performance of said contract, or any suits or claims for any other damages of any kind, nature, or description which might constitute a lien upon the property of the Owner.
3. That upon full payment of all sums due him/her for materials furnished and services rendered by the undersigned in connection with the performance of said contract, as evidenced by the amount shown on the Final Application and Certificate for Payment, the Contractor will release the Owner, the Engineer and the Engineer's consultants from any and all claims of any character arising out of or in any way connected with performance of said contract.

ATTEST (If Corporation)

Name of Contractor

Secretary

By

Date

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

Notary Public: _____

My Commission Expires: _____

SECTION 017700 - CLOSEOUT PROCEDURES

SUBCONTRACTOR / SUPPLIER AFFIDAVIT AND RELEASE

STATE OF TEXAS

PROJECT: _____

COUNTY OF _____

OWNER: _____

ENGINEER: _____

CONTRACTOR: _____

KNOW ALL MEN BY THESE PRESENTS:

_____, being first duly sworn, disposes and says:

1. That he/she is the _____ of _____, the subcontractor/supplier who supplied, installed, and/or erected the work described below, and that, he/she is duly authorized to make this Subcontractor/Supplier Affidavit and Release:

Work Performed: _____

Specification Section(s): _____

2. That all work required under the subject subcontract or purchase order of the subject construction project has been performed in accordance with the terms thereof.

3. That to the best of his/her knowledge and belief, there are no unsatisfied claims for damages resulting from injury or death to any employees, sub-subcontractors, or the public at large arising out of the performance of said contract, or any suits or claims for any other damages of any kind, nature, or description which might constitute a lien upon the property of the Owner.

4. That upon full payment by the Contractor of all sums due it for materials furnished and services rendered by the undersigned in connection with the performance of said contract, as evidenced by the final payment amount shown below, the Subcontractor/Supplier will release the Owner, the Engineer and the Engineer's consultants from any and all claims of any character arising out of or in any way connected with performance of said contract.

a. Total Amount Paid to Date to this Subcontractor/Supplier: _____

b. Final Payment Amount owed to this Subcontractor/Supplier: _____

c. Final Subcontract Amount: _____
(a + b = c)

ATTEST (If Corporation)

Name of Subcontractor / Supplier

Secretary

By

Date

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

SECTION 017700 - CLOSEOUT PROCEDURES

Notary Public: _____

My Commission Expires: _____

SECTION 017700 - CLOSEOUT PROCEDURES

GENERAL CONTRACTOR GUARANTEE

STATE OF TEXAS

PROJECT: _____

COUNTY OF _____

OWNER: _____

ENGINEER: _____

KNOW ALL MEN BY THESE PRESENTS:

_____, being first duly sworn, disposes and says:

1. That he/she is the _____ of _____, the contractor who constructed the project referenced above, and that, he/she is duly authorized to make this General Contractor Guarantee.
2. The undersigned Contractor warrants to the Owner and Engineer that materials and equipment furnished under the Contract are of good quality and new except where otherwise required or permitted by the Contract Documents, that the Work is free from defects not inherent in the quality required or permitted, and that the Work conforms with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy from damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.
3. In the event of failure of materials, products, or workmanship, during the specified warranty periods, the Contractor shall take appropriate measures to assure correction or replacement of the defective items, whether notified by the Owner or Engineer.
4. The Contractor warrants the entire project for a period of **12** months from the Date of Substantial Completion and specific sections of work for such additional periods as enumerated in the Contract Documents, except as follows:

SECTION 017700 - CLOSEOUT PROCEDURES

ATTEST (If Corporation)

Name of Contractor

Secretary

By

Date

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

Notary Public: _____

My Commission Expires: _____

SECTION 017700 - CLOSEOUT PROCEDURES

SUBCONTRACTOR GUARANTEE

STATE OF TEXAS

PROJECT: _____

COUNTY OF _____

OWNER: _____

ENGINEER: _____

CONTRACTOR: _____

KNOW ALL MEN BY THESE PRESENTS:

_____, being first duly sworn, disposes and says:

1. That he/she is the _____ of _____, the subcontractor who supplied, installed, and/or erected the work described below, and that, he/she is duly authorized to make this Subcontractor Guarantee:

Work Performed: _____

Specification Section(s): _____

2. The undersigned Subcontractor warrants to the Owner and Engineer that materials and equipment furnished under the Contract are of good quality and new except where otherwise required or permitted by the Contract Documents, that the Work is free from defects not inherent in the quality required or permitted, and that the Work conforms with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Subcontractor's warranty excludes remedy from damage or defect caused by abuse, modifications not executed by the Subcontractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.
3. In the event of failure of materials, products, or workmanship, during the specified warranty periods, the Contractor shall take appropriate measures to assure correction or replacement of the defective items, whether notified by the Contractor, Owner or Engineer.
4. The Subcontractor warrants the work performed for a period of _____ months from the Date of Substantial Completion, except as follows:

SECTION 017700 - CLOSEOUT PROCEDURES

ATTEST (If Corporation)

Name of Subcontractor / Supplier

Secretary

By

Date

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

Notary Public: _____

My Commission Expires: _____

SECTION 017700 - CLOSEOUT PROCEDURES

GENERAL CONTRACTOR HAZARDOUS MATERIAL CERTIFICATE

STATE OF TEXAS

PROJECT: _____

COUNTY OF _____

OWNER: _____

ENGINEER: _____

KNOW ALL MEN BY THESE PRESENTS:

_____, being first duly sworn, disposes and says:

1. That he/she is the _____ of _____, the contractor who constructed the project referenced above, and that, he/she is duly authorized to make this Certification.
2. That to the best of his/her information, knowledge, and belief none of the below listed hazardous materials have been incorporated into the project:
 - Asbestos
 - Lead
 - P.C.B. (Polychloride Biphenyls)
 - Refrigerant R-11, R-12, R-113, R-114, R-500 and R-502

SECTION 017700 - CLOSEOUT PROCEDURES

SUBCONTRACTOR HAZARDOUS MATERIAL CERTIFICATE

STATE OF TEXAS

PROJECT: _____

COUNTY OF _____

OWNER: _____

ENGINEER: _____

KNOW ALL MEN BY THESE PRESENTS:

_____, being first duly sworn, disposes and says:

3. That he/she is the _____ of _____, the contractor who constructed the project referenced above, and that, he/she is duly authorized to make this Certification.
4. That to the best of his/her information, knowledge, and belief none of the below listed hazardous materials have been incorporated into the project:
 - Asbestos
 - Lead
 - P.C.B. (Polychloride Biphenyls)
 - Refrigerant R-11, R-12, R-113, R-114, R-500 and R-502

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.

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. Engineer 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 Engineer.
 - 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.

SECTION 017823 - OPERATION AND MAINTENANCE DATA

2. Three paper copies. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves. Engineer will return two copies.
- C. Initial Manual Submittal: Submit draft copy of each manual at least 30 days before commencing demonstration and training. Engineer will comment on whether general scope and content of manual are acceptable.
- D. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Engineer will return copy with comments.

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.

SECTION 017823 - OPERATION AND MAINTENANCE DATA

- B. Title Page: Include the following information:
1. Subject matter included in manual.
 2. Name and address of Project.
 3. Name and address of Owner.
 4. Date of submittal.
 5. Name and contact information for Contractor.
 6. Name and contact information for Construction Manager.
 7. Name and contact information for Engineer.
 8. Name and contact information for Commissioning Authority.
 9. Names and contact information for major consultants to the Engineer 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. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.

SECTION 017823 - OPERATION AND MAINTENANCE DATA

- b. 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.

SECTION 017823 - OPERATION AND MAINTENANCE DATA

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.

SECTION 017823 - OPERATION AND MAINTENANCE DATA

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.

SECTION 017823 - OPERATION AND MAINTENANCE DATA

- 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.

SECTION 017823 - OPERATION AND MAINTENANCE DATA

- 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 019113 - GENERAL COMMISSIONING 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:

1. General requirements for coordinating and scheduling commissioning.
2. Commissioning meetings.
3. Commissioning reports.
4. Equipment and systems installation, startup, and field quality-control testing indicated in the Contract Documents.
5. Use of test equipment, instrumentation, and tools for commissioning.
6. System readiness checklists, including, but not limited to, installation checks, startup, performance tests, and performance test demonstration.
7. Commissioning tests and commissioning test demonstration.
8. Work to correct commissioning issues.
9. Work to repeat tests when equipment and systems fail acceptance criteria.
10. Adjusting, verifying, and documenting identified systems and assemblies.

B. Related Requirements:

1. Section 013300 "Submittal Procedures" for submittal procedures requirements for commissioning.
2. Section 017700 "Closeout Procedures" for certificate of Construction Phase Commissioning Completion submittal requirements.
3. Section 017823 "Operation and Maintenance Data" for preliminary operation and maintenance data submittal.
4. Section 260800 "Commissioning of Electrical Systems" for technical commissioning requirements for electrical systems.

1.3 DEFINITIONS

- A. Acceptance Criteria: Threshold of acceptable work quality or performance specified for a commissioning activity, including, but not limited to, system readiness checklists, performance tests, performance test demonstrations, commissioning tests and commissioning test demonstrations.
- B. Basis-of-Design Document (BoD): A document prepared by Engineer, or Commissioning Authority that records concepts, calculations, decisions, and product selections used to comply with Owner's Project Requirements and to suit applicable regulatory requirements, standards, and guidelines.

SECTION 019113 - GENERAL COMMISSIONING REQUIREMENTS

- C. Commissioning Authority (CxA): An entity engaged by Owner, and identified in Section 011000 "Summary," to evaluate Commissioning-Process Work.
- D. Commissioning Plan: A document, prepared by Commissioning Authority, that outlines the organization, schedule, allocation of resources, and documentation requirements of commissioning.
- E. Coordinate the scope of Commissioning-Process Work with the agreement between Owner and Commissioning Authority and with other Sections specifying Commissioning-Process Work. Include the scope of work from the agreement between Owner and Commissioning Authority in (Section 011000 "Summary.") (Section 011200 "Multiple Contract Summary.")
- F. Commissioning (Cx): A quality-focused process for verifying and documenting that the facility and all of its systems and assemblies are planned, designed, installed, and tested to comply with Owner's Project Requirements. The requirements specified here are limited to the construction phase commissioning activities. The scope of commissioning is defined in Section 011000 "Summary."
- G. Construction Phase Commissioning Completion: The stage of completion and acceptance of commissioning when resolution of deficient conditions and issues discovered during commissioning and retesting until acceptable results are obtained has been accomplished. Owner will establish in writing the date Construction Phase Commissioning Completion is achieved. [See Section 017700 "Closeout Procedures" for certificate of Construction Phase Commissioning Completion submittal requirements.](#)
 - 1. Commissioning is complete when the work specified in this Section and related Sections has been completed and accepted, including, but not limited to, the following:
 - a. Completion of tests and acceptance of test results.
 - b. Resolution of issues, as verified by retests performed and documented with acceptance of retest results.
 - c. [Comply with requirements in Section 017900 "Demonstration and Training."](#)
 - d. Completion and acceptance of submittals and reports.
- H. Functional Test: Test of dynamic function of systems, as opposed to components, under full operation in various modes through all control system's sequences of operation using manual (direct observation) or monitoring methods following prescribed test procedures in sequential written form
- I. Owner's Project Requirements (OPR): A document that details the functional requirements of a project and the expectations of how it will be used and operated, including Project goals, measurable performance criteria, cost considerations, benchmarks, success criteria, and supporting information.
- J. Owner's Witness: Commissioning Authority, Owner's Project Manager, or Engineer's-designated witness authorized to authenticate test demonstration data and to sign completed test data forms.
- K. Construction or System readiness Checklist: List, provided by Commissioning Authority to installer, of items to inspect and elementary component tests to conduct to verify proper installation of equipment prior to functional testing.

SECTION 019113 - GENERAL COMMISSIONING REQUIREMENTS

- L. Sampling: Functionally testing only a fraction of total number of identical or near identical pieces of equipment.
- M. Seasonal Commissioning: Testing of equipment that can be done only during periods of peak heating or cooling, when HVAC equipment is operating at full-load or heavy-load conditions.
- N. Simulated Condition: Condition created for purpose of testing response of system.
- O. "Systems," "Assemblies," "Subsystems," "Equipment," and "Components": Where these terms are used together or separately, they shall mean "as-built" systems, assemblies, subsystems, equipment, and components.
- P. Test: Performance tests, performance test demonstrations, commissioning tests, and commissioning test demonstrations.
- Q. Trending: Monitoring using building control system.

1.4 COMPENSATION

- A. Should Engineer, Commissioning Authority, other Owner's witness, or Owner's staff perform additional services or incur additional expenses due to actions of Contractor listed below, compensate Owner for such additional services and expenses.
 - 1. Failure to provide timely notice of commissioning activities schedule changes.
 - 2. Failure to meet acceptance criteria for test demonstrations.
- B. Contractor shall compensate Owner for such additional services and expenses at the rate of \$150.00 per labor hour plus \$100.00 per round trip plus per diem allowances for meals and lodging according to current U.S. General Services Administration (GSA) Per Diem Rates.

1.5 COMMISSIONING TEAM

- A. Members Appointed by Contractor(s):
 - 1. Commissioning Coordinator: A person or entity employed by Contractor to manage, schedule, and coordinate commissioning.
 - 2. Project superintendent and other employees that Contractor may deem appropriate for a particular portion of the commissioning.
 - 3. Subcontractors, installers, suppliers, and specialists that Contractor may deem appropriate for a particular portion of the commissioning.
 - 4. Appointed team members shall have the authority to act on behalf of the entity they represent.
- B. Members Appointed by Owner:
 - 1. Commissioning Authority (CxA), plus consultants that CxA may deem appropriate for a particular portion of the commissioning.
 - a. CxA: Ethos Engineering, Cesar Gonzalez, PE. Cell (956) 564.2827
 - 2. Owner representative(s), facility operations and maintenance personnel, plus other employees, separate contractors, and consultants that Owner may deem appropriate for a particular portion of the commissioning.

SECTION 019113 - GENERAL COMMISSIONING REQUIREMENTS

3. MEP Engineer, plus employees and consultants that may deem appropriate for a particular portion of the commissioning.
 - a. MEP: Ethos Engineering, Guillermo Quintanilla. Cell (956) 564.2811.

1.6 INFORMATIONAL SUBMITTALS

- A. Comply with requirements in Section 013300 "Submittal Procedures" for submittal procedures general requirements for commissioning.
- B. Commissioning Plan Information:
 1. List of Contractor-appointed commissioning team members to include specific personnel and subcontractors to the performance of the various commissioning requirements.
 2. Schedule of commissioning activities, integrated with the construction schedule. Comply with requirements in Section 013200 "Construction Progress Documentation" for construction schedule general requirements for commissioning.
 3. Contractor personnel and subcontractors to participate in each test.
 4. List of instrumentation required for each test to include identification of parties that will provide instrumentation for each test.
- C. Commissioning schedule.
- D. Two-week look-ahead schedules.
- E. Commissioning Coordinator Letter of Authority:
 1. Within 10 days after approval of Commissioning Coordinator qualifications, submit a letter of authority for Commissioning Coordinator, signed by a principal of Contractor's firm. Letter shall authorize Commissioning Coordinator to do the following:
 - a. Make inspections required for commissioning.
 - b. Coordinate, schedule, and manage commissioning of Contractor, subcontractors, and suppliers.
 - c. Obtain documentation required for commissioning from Contractor, subcontractors, and suppliers.
 - d. Report issues, delayed resolution of issues, schedule conflicts, and lack of cooperation or expertise on the part of members of the commissioning team.
- F. Test Reports:
 1. Pre-Startup Report: Prior to startup of equipment or a system, submit signed, completed system readiness checklists.
 2. Test Data Reports: At the end of each day in which tests are conducted, submit test data for tests performed.
 3. Commissioning Issues Reports: Daily, at the end of each day in which tests are conducted, submit commissioning issue reports for tests for which acceptable results were not achieved.
 4. Weekly Progress Report: Weekly, at the end of each week in which tests are conducted, submit a progress report.
 5. Data Trend Logs: Submit data trend logs at the end of the trend log period.
 6. System Alarm Logs: Daily, at the start of days following a day in which tests were performed, submit print-out of log of alarms that occurred since the last log was printed.

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- G. System readiness checklists:
 - 1. Material checks.
 - 2. Installation checks.
 - 3. Startup procedures, where required.

1.7 CLOSEOUT SUBMITTALS

- A. Commissioning Report:
 - 1. At Construction Phase Commissioning Completion, include the following:
 - a. Pre-startup reports.
 - b. Test data forms, completed and signed.
 - c. Commissioning issues report log.
 - d. Commissioning issues reports showing resolution of issues.
 - e. Correspondence or other documents related to resolution of issues.
 - f. Other reports required by commissioning.
 - g. List unresolved issues and reasons they remain unresolved and should be exempted from the requirements for Construction Phase Commissioning Completion.
 - h. Report shall include commissioning work of Contractor.
- B. Request for Certificate of Construction Phase Commissioning Completion.
- C. Operation and Maintenance Data: For proprietary test equipment, instrumentation, and tools to include in operation and maintenance manuals.

1.8 COMMISSIONING TEAM RESPONSIBILITIES

- A. COMMISSIONING AUTHORITY: Responsibilities of the CxA during the Construction Phase include the following:
 - 1. Coordinate and direct steps of the total Commissioning Process for systems being installed as part of this contract. Coordinate commissioning work schedule with Owner and Contractor.
 - 2. Provide Commissioning Plan.
 - 3. Attend planning and construction-site meetings as required to obtain information relating to Commissioning Process. Convene commissioning team meetings as required.
 - 4. Plan and conduct commissioning scoping and coordination meetings. Provide notice to all Team members to attend scheduled commissioning meetings.
 - 5. Request all information required for Commissioning Process from manufacturers, Contractor, and Design Professionals.
 - 6. Review Design Professionals' design documents to gain clear understanding of design intent. (Not in scope)
 - 7. Review submittals for compliance with commissioning needs. (Not in scope).
 - 8. Verify that systems and equipment have been installed and started in accordance with manufacturer's recommendations and with generally recognized construction standards, and that documentation of such has been provided.
 - 9. Assist in resolving discrepancies.

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10. Prepare System readiness checklists to ensure systems have been installed according to project specifications. Verify that System readiness checklists have been addressed by Contractor and are accurate. Deliver final System readiness checklists to Owner.
 11. Prepare Functional Test procedures to demonstrate performance of systems according to project specifications. Observe and document performance of systems, as per process detailed in Functional Test procedures.
 12. Verify the execution of commissioning process activities using random sampling. The sampling rate may vary from 1 to 100 percent. Verification will include, but is not limited to, equipment submittals, system readiness checklists, training, operating and maintenance data, tests, and test reports to verify compliance with the OPR. When a random sample does not meet the requirement, the CxA will report the failure in the Issues Log.
 13. Prepare and maintain an Issues Log.
 14. Compile test data, inspection reports, and certificates; include them in the systems manual and commissioning process report.
 15. Review testing and balancing (TAB) reports; notify Owner of deficiencies.
 16. Recommend acceptance or non-acceptance of systems to Owner.
 17. Verify that Operations and Maintenance (O&M) documentation is acceptable. Operations and Maintenance manuals shall be submitted simultaneously to CxA and to Design Professionals for review. (Not in scope)
 18. Verify that training has taken place by collecting training documentation from Contractor.
 19. Compile and maintain commissioning record.
 20. Provide pre-final and final commissioning reports to all commissioning team members. The report shall include:
 - a. Communications between Owner, CxA, Design Professionals, Vendors, and/or Contractor and Subcontractors related to Commissioning Process.
 - b. Minutes of commissioning meetings.
 - c. Findings and pertinent observations.
 - d. A listing of any deficiencies, unresolved issues, and compromises in the environmentally responsive features
 - e. Manufacturer's start-up reports.
 - f. An Issues Log which:
 - 1) Describes design, installation, and performance issues which are at variance with the Owner's project requirements and Contract Documents.
 - 2) Identifies and tracks issues as they are encountered, documenting the status of unresolved and resolved issues.
 - 3) Documents corrective modifications made.
 - g. System readiness checklists.
 - h. Testing plans and Functional Test reports.
 - i. Listing of off-season test(s) not performed and a schedule for their completion.
 21. Conduct an inspection of the building and its systems within 10 months after substantial completion and prior to the expiration of warranties. Prepare a report documenting findings that should be addressed prior to expiration of warranties.
- B. CONTRACTOR: Responsibilities of the General Contractor (GC) as related to Commissioning Process include, but are not limited to the following:
1. Facilitate coordination of Commissioning work by CxA.
 2. Attend Commissioning meetings or other meetings called by CxA to facilitate the Commissioning Process.
 3. Integrate and coordinate commissioning process activities with construction schedule.

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4. Review CxA's Functional Test procedures for feasibility, safety, and impact on warranty, and provide CxA with written comment on same.
5. Provide all documentation relating to manufacturer's recommended performance testing of equipment and systems.
6. Provide Operations and Maintenance Data to CxA for preparation of checklists and training manuals.
7. Provide testing and balancing report.
8. Provide As-built drawings and documentation to facilitate Functional Testing.
9. Assure and facilitate participation and cooperation of specialty subcontractors (electrical, mechanical, Building Automation, etc.), and equipment suppliers as required for the Commissioning Process.
10. Require subcontractors to inspect systems installed and fill-out System readiness checklists (provided by CxA) to verify installation has taken place in accordance with manufacturer's instructions, and in a workmanlike manner in accordance with project documents and generally accepted construction practices. Certify to CxA that installation work listed in System readiness checklists has been completed and accompany CxA during verification of completed System readiness checklists.
11. Install systems and equipment in strict conformance with project specifications, manufacturer's recommended installation procedures, and System readiness checklists, as prepared by CxA.
12. Provide data concerning performance, installation, and start-up of systems.
13. Provide copy of manufacturer's filled-out start-up forms for equipment and systems.
14. Ensure systems have been started and fully checked for proper operation prior to arranging for Functional Testing with CxA. Prepare and submit to CxA written certification that each piece of equipment and/or system has been started according to manufacturer's recommended procedure, and that system has been tested for compliance with operational requirements.
 - a. GC shall carry out manufacturer's recommended start-up and testing procedures, regardless of whether or not they are specifically listed in CxA's Functional Test procedures.
 - b. GC is not relieved of obligation for systems / equipment demonstration where performance testing is required by specifications, but a Functional Performance Test is not specifically designated by CxA.
15. Coordinate with CxA to determine mutually acceptable date of Functional Performance Tests.
16. Review and accept construction checklists provided by the CxA.
17. Direct and coordinate commissioning testing among subcontractors, suppliers, and vendors.
18. Complete commissioning process test procedures.
19. Provide qualified personnel to assist and participate in Commissioning.
20. Provide test instruments and communications devices, as prescribed by CxA and where identified in this specifications manual, as required for carrying out Functional Testing of systems.
21. Evaluate performance deficiencies identified in test reports and, in collaboration with entity responsible for system and equipment installation, recommend corrective action.
22. Cooperate with the CxA for resolution of issues recorded in the Issues Log.
23. Ensure deficiencies found in the Commissioning Process are corrected within the time schedule shown in the CA report.
24. Provide CxA with all submittals, start-up instructions manuals, operating parameters, and other pertinent information related to Commissioning Process. This information shall be

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provided directly to the CxA as a digital PDF file at the same time that the submittals are made to the engineer.

25. Prepare and submit to CxA proposed Training Program outline for each system.
 26. Coordinate and provide training of Owner's personnel. Provide CxA with proposed training agenda no less than 14 days prior to scheduled training sessions. Provide documentation that training took place (including system being trained on, trainer's name and contact information, sign-in sheet verifying who attended training, length of training, and signature of owner's authorized person certifying training took place satisfactorily).
 27. Prepare Operation and Maintenance manuals and As-Built drawings in accordance with specifications; submit copy to CxA in addition to other contractually required submissions. Revise and resubmit manuals in accordance with Design Professionals and CxA's comments.
 28. All costs associated with the participation of GC, Sub-Contractors, Design Professionals, and Equipment Vendors in the Commissioning Process shall be included as part of the Construction Contract.
- C. Subcontractors and vendors shall prepare and submit to Commissioning Authority Manufacturer's installation and performance test procedures to demonstrate performance of systems according to these specifications and checklists prepared by Commissioning Authority.
- D. Owner's Representative: Responsibilities of the Owner's Representative as related to Commissioning Process include, but are not limited to the following:
1. Provide the OPR documentation to the CxA and GC for information and use.
 2. Assign operation and maintenance personnel and schedule them to participate in commissioning team activities.
 3. Provide the BoD documentation, prepared by Engineer and approved by Owner, to the CxA and GC for use in developing the commissioning plan, systems manual, and operation and maintenance training plan.
 4. Manage contracts of Engineer and GC.
 5. Arrange for facility operating and maintenance personnel to attend various field commissioning activities and field training sessions.
 6. Provide final approval for completion of Commissioning Work.
 7. Warranty Period: Ensure that seasonal or deferred testing and deficiency issues are addressed.
- E. Engineer: Responsibilities of the Engineer as related to Commissioning Process include, but are not limited to the following:
1. Attend commissioning scoping meeting and other commissioning team meetings as requested by Commissioning Authority and as selected by Engineer.
 2. Perform normal submittal review, construction observation, record drawing preparation, and operations and maintenance data preparation, as required by Contract Documents.
 3. Review Commissioning Authority's submittal review comments and issue directive to GC and/or Design Professionals as deemed applicable. (Not in CxA's scope to review submittals).
 4. Coordinate resolution of system deficiencies identified during commissioning, as required by Contract Documents. Review Commissioning Issues Logs and issue directives to GC and/or Design Professionals as applicable.
 5. Prepare and submit final as-built design intent documentation for inclusion in Operation and Maintenance Data Manual, and review and approve Operation and Maintenance Data Manual.

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6. Review Commissioning Report and issue directive to resolve all outstanding deficiencies prior to project close-out.
 7. Warranty Period: Coordinate resolution of design non-conformance and design deficiencies identified during warranty period commissioning.
- F. Design Professionals Responsible for Design of Each Portion of Work Being Commissioned:
1. Perform normal submittal review, construction observations, and record drawing preparation, as required by Contract Documents. Perform site observation immediately preceding system startup.
 2. Respond to deficiencies identified by Commissioning Authority as directed by Engineer.
 3. Provide design narrative and sequence documentation requested by Commissioning Authority. Assist, along with GC, in clarifying operation and control of commissioned equipment in areas where specifications, control drawings, or equipment documentation are not sufficient for writing detailed testing procedures.
 4. Attend commissioning scoping meetings and other commissioning team meetings as requested by Commissioning Authority and as selected by Engineer or responsible design professional.
 5. Participate in resolution of system deficiencies identified during commissioning, as required by Contract Documents.
 6. Prepare and submit final as-built design intent and operating parameters documentation for inclusion in Operation and Maintenance Manual, and review and approve Operation and Maintenance Manual.

PART 2 - PRODUCTS

2.1 TEST EQUIPMENT, INSTRUMENTATION, AND TOOLS

- A. Test equipment and instrumentation required to perform the commissioning shall remain the property of Contractor unless otherwise indicated.

2.2 REPORT FORMAT AND ORGANIZATION

- A. General Format and Organization:
 1. Retain first two subparagraphs below for projects requiring hard-copy submittals; delete for projects requiring only electronic submittals.
 2. Bind report in three-ring binders.
 3. Label the front cover and spine of each binder with the report title, volume number, project name, Contractor's name, and date of report.
 4. Record report on compact disk.
 5. Electronic Data: Portable document format (PDF); a single file with outline-organized bookmarks for major and minor tabs and tab contents itemized for specific reports.
- B. Commissioning Report:
 1. Include a table of contents and an index to each test.
 2. Include major tabs for each Specification Section.
 3. Include minor tabs for each test.
 4. Within each minor tab, include the following:

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- a. Test specification.
- b. Pre-startup reports.
- c. Test data forms, completed and signed.
- d. Commissioning issue reports, showing resolution of issues, and documentation related to resolution of issues pertaining to a single test. Group data forms, commissioning issue reports showing resolution of issues, and documentation related to resolution of issues for each test repetition together within the minor tab, in reverse chronological order (most recent on top).

PART 3 - EXECUTION

3.1 PREPARATION

- A. Review preliminary system readiness checklists and preliminary test procedures and data forms.

3.2 GENERAL

A. Authority

1. The Commissioning Authority carries out the Cx responsibilities as the Owner's authorized agent in accordance with plans, specifications, and contractual requirements.
2. CxA reports deficiencies found to the GC, Engineer and Owner.
3. The Engineer evaluates deficiencies and issues directive to GC to remedy CxA's deficiencies lists, in accordance with contract documents.
4. No change in scope work is to take place without express written consent of Owner. Any deficiencies identified by CxA that are deemed by Engineer to be outside of the scope of work shall be discussed with Owner for consideration.
5. GC and CxA are to copy Engineer on all correspondence related to the commissioning process.

B. Participation In The Commissioning Process

1. GC shall attend meetings related to Commissioning process and arrange for attendance by subcontractors and vendors prior to commissioning of their systems, at the discretion of CxA.
2. Provide skilled technicians to start and test all systems, and place systems in complete and fully functioning service in accordance with contract documents and design intent.
3. Provide skilled technicians, experienced and familiar with systems being commissioned, to assist CxA in commissioning process.
4. Attend initial commissioning team scoping meeting, pre-commissioning meetings specific to each system, and other meetings requested by CxA as required to discuss resolution of deficiencies.
5. Coordinate with sub-Contractors and equipment vendors/representatives to set aside adequate time to address System readiness Checklists, Functional Testing, Operations and Maintenance Training, and associated coordination meetings.

C. Work Prior To Testing

1. A commissioning team scoping meeting shall be held at a time and place designated by Commissioning Authority. Owner, Engineer, Commissioning Authority, Contractor, and Mechanical, Electrical, and Controls Contractors, shall be present at this meeting. The main objectives of the meeting are to familiarize all parties with the requirements of the

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commissioning process; to ensure that the responsibilities of each party are clearly understood; and obtain information to develop the preliminary commissioning plan, including:

- a. Personnel representing the various entities participating in the process (GC, subcontractors, Owner, Engineer, CxA)
 - b. Lines of communications;
 - c. Assignment of responsibilities;
 - d. Review system readiness checklists;
 - e. Submittal schedule;
 - f. Preliminary construction schedule
2. Following the initial commissioning team scoping meeting, and upon reviewing submittals, CxA shall prepare a preliminary Commissioning Plan outlining procedures and responsibilities, including names and contact information of responsible parties, tentative dates for commissioning activities, and system readiness checklists. Preliminary Commissioning Plan shall be distributed to GC and Owner electronically for review and comment. CxA shall modify the Commissioning Plan based on feedback from GC and Owner and will generate a final Cx Plan.
 3. Prior to system readiness and functional testing, CxA will conduct site inspections at critical times and issue Cx Field Reports with observations on installation deficiencies so that they may be issued by Engineer as deemed appropriate
 4. GC shall complete all phases of the work so the systems can be started, tested, adjusted, balanced, and otherwise commissioned.
 5. GC shall verify requirements of Divisions 22, 23 and 26 outlining responsibilities for start-up of equipment with obligations to complete systems, including all sub-systems so that they are fully functional.
 6. A minimum of fourteen (14) days prior to date of system readiness performance test, submit to Commissioning Authority for review, detailed description of equipment start-up procedures which GC proposes to perform to demonstrate conformance of systems to specifications and commissioning checklists.
 7. Convene system-specific pre-commissioning meetings prior to start of system readiness testing of each system. The GC shall hold a pre-commissioning meeting with all Team members in attendance. The purpose of the meeting is to review the system readiness checklists, and equipment start-up procedures for each system to be commissioned, confirm that systems are ready for testing, and define a schedule for testing activities.

D. System readiness checks and functional performance tests

1. The GC shall provide all materials, services, and labor required to operate equipment and/or system in order to perform the system readiness checks and functional performance tests. A system readiness check or functional performance test shall be aborted if any system deficiency prevents the successful completion of the test or if any participating commissioning team member of which participation is specified is not present for the test. The GC shall reimburse the Owner and A/E for all costs associated with effort lost due to tests that are aborted. These costs shall include salary, travel costs and per diem (where applicable).
2. Functional performance tests may sometimes duplicate the checking, testing, and inspection methods established in related Sections. Where checking, testing, and inspection methods are not specified in other Sections, methods shall be established which will provide required information. Testing and verification required by this section shall be performed during the Commissioning phase. Requirements in related Sections are independent from the requirements of this Section and shall not be used to satisfy any of the requirements specified in this Section without the approval of CxA.

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3. Follow start-up and initial checkout procedures listed in article titled “RESPONSIBILITIES” in Part 1, and additional requirements specified in this Section. Divisions 22, 23 and 26 have startup responsibilities and are required to complete systems and sub-systems so systems are fully functional, meeting design requirements of Contract Documents. Commissioning procedures and functional testing do not relieve or lessen this responsibility or shift this responsibility, in whole or in part, to Commissioning Agent or Owner.

E. Work To Resolve Deficiencies

1. Complete corrective work in a timely manner to allow expeditious completion of commissioning process. If deadlines pass without resolution of identified problems, Owner reserves the right to obtain supplementary services and/or equipment to resolve the problem. Costs thus incurred will be GC’s responsibility.

3.3 SUSTAINABILITY REQUIREMENTS

- A. Comply with requirements listed in specifications and drawings as it relates to sustainability features that will be verified during the Commissioning process.

3.4 SYSTEM READINESS CHECKLISTS

A. General

1. System readiness checklists are important to ensure that equipment and systems are properly connected and operational, and installed in accordance with specifications, drawings, manufacturer's requirements, and all applicable codes.
2. Checklists ensure that functional performance testing (in-depth checkout) may proceed without unnecessary delays.
3. Performance of system readiness checklists, startup, and checkout shall be directed and executed by subcontractor or vendor. Only individuals that have direct knowledge and who witnessed that line item task on system readiness checklist was performed shall initial or check item off.
4. Each piece of equipment and major distribution system receive full system readiness checkout. No sampling strategies are used.
5. System readiness checkout for given system must be successfully completed prior to formal functional performance testing of equipment or subsystems of given system.

B. System readiness Checklist

1. System readiness performance tests shall be documented in a checklist format, as prepared and provided by CxA, for each piece of equipment. Each checklist shall be initialed by GC, verifying that all items on checklist have been addressed and completed.
2. Commissioning System readiness checklists are not to preclude GC from applying his own construction inspection checklists.
3. All system elements shall be checked to verify that they have been installed, adjusted, and calibrated properly, that all connections have been made correctly, and that it is ready to function as specified. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, control sequence, and other conditions which may cause damage.
4. Verify that tests, meter readings and specific electrical characteristics agree with those required by equipment or system manufacturer.

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5. All discrete elements and sub-systems shall be adjusted and shall be checked for proper operation. Verify wiring and support components for equipment are complete and tested.
6. Do not conduct start-up procedure recommended by equipment/system manufacturer at prior to system readiness testing.
7. Subcontractors shall clearly list outstanding items of initial start-up and system readiness procedures that were not completed successfully at bottom of procedures form or on separate sheet attached to form. Completed forms and attached sheets shall be provided to Commissioning Authority within 2 days of test completion. Installing subcontractor or vendor shall correct deficient or incomplete areas in timely manner and shall submit updated system readiness checklist and startup report with statement of correction on original non-compliance report.
8. When system readiness checklists for a particular system or subsystems are completed, GC will request verification by CxA. GC and subcontractors shall accompany CxA during system readiness checklist verification.
9. If during system readiness checklist verification, CxA finds a significant number of deficiencies, GC shall have all the checklists associated with similar system redone.

3.5 SYSTEM START-UP

- A. GC will arrange for start-up of operating equipment and systems after (or at the same time as) system readiness testing and prior to scheduling Functional Testing.
- B. Start-up of equipment and systems shall be performed only by a manufacturer's representative, or person(s) who are specifically manufacturer-approved. All start-up personnel shall be trained and authorized, experienced and knowledgeable in the operations of such equipment and systems.
- C. Coordinate schedule for start-up of various equipment and systems so that subsystems required for major systems operation are tested first.
- D. Manufacturer's start-up reports must be submitted to CxA prior to scheduling Functional Testing.

3.6 FUNCTIONAL TESTING

- A. The objective of Functional Testing is to demonstrate that each system is operating according to documented design intent and Contract Documents, through all possible modes of operation.
- B. GC and sub-Contractors shall include in his bid proposal all costs associated with preparation and execution of Testing Procedures for all systems to be commissioned.
- C. Functional testing is intended to begin upon completion of each system and after system readiness checklists have been completed. Functional testing may proceed prior to completion of systems or sub-systems at discretion of Commissioning Authority. Beginning system testing before completion does not relieve GC from fully completing system, including system readiness checklists as early as possible.
- D. GC and sub-Contractors shall provide detailed Testing Procedures that will allow all items on checklists to be verified.

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- E. Testing shall be conducted under specified operating conditions as recommended or approved by Commissioning Authority.
- F. A Functional Performance Test shall be performed on each complete system. Each function shall be demonstrated to the satisfaction of Commissioning Authority in accordance with proposed test procedures developed to demonstrate compliance with specifications.
- G. Each Functional Test shall be witnessed and signed off by Commissioning Authority upon satisfactory completion. Functional Test is not to be considered complete until Owner accepts Commissioning Authority's recommendation for completion.
- H. All elements of system shall be tested to demonstrate that total systems satisfy all requirements of these specifications. Testing shall be accomplished on hierarchical basis. Test each piece of equipment for proper operation, followed by each subsystem, followed by the entire system, followed by any inter-ties to other major systems.
- I. Notification, Scheduling Of Functional Testing and Re-Testing
 - 1. Notify CxA and Owner, in writing, of request for scheduling Functional Testing. Submit request no fewer than five days prior to desired date for beginning functional testing.
 - a. GC must certify that systems and equipment are functioning satisfactorily, according to specifications and design intent, prior to requesting Functional Testing. Upon receipt of such certification, CxA will schedule with GC a time for the particular system test.
 - 1) CxA will attempt to schedule Functional Testing when convenient for GC and his vendors, and to minimize lost time to GC.
 - b. GC will resolve all deficiencies identified during initial test prior to submitting request, in writing, for re-testing. Such request for re-testing shall certify that GC has resolved all deficiencies, or list reason why any deficiencies remain which cannot be resolved.
 - c. CxA will re-test to ensure that all deficiencies have been resolved.
 - 1) Deficiencies that were not detected in first Functional Test, but are discovered in subsequent re-testing, are to be resolved by GC as if they had been discovered in initial testing.
- J. Functional Testing Requirements And Procedures
 - 1. GC and sub-Contractors shall perform tests in the presence of CxA. Tests not witnessed by CxA shall not be considered complete.
 - 2. To facilitate Functional Testing, when requested by CxA, GC shall provide services of personnel to accompany CxA for the duration of Functional Testing, including any follow-up testing. Such personnel must be experienced, qualified, and intimately familiar with the system being tested.
 - a. Participation by representative(s) of direct digital controls (DDC) systems is of particular importance in Functional Testing. All systems which are controlled and/or monitored by DDC are to be thoroughly tested, point by point, through all modes of operation, with the assistance of manufacturer's representative. DDC graphics, setpoints, and programming are to be included as a part of Functional Testing as well.
 - b. GC must provide services of personnel to accompany CxA for equipment and systems which may pose particular health and safety concerns, such as boilers.
 - c. Should he fail to provide representative to accompany CxA during Functional Testing, GC continues to bear full responsibility for equipment warranty. Owner

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and CxA will not be held responsible for damage to equipment, or other actions which might impact warranty, when performing Functional Testing of systems where GC has not provided authorized accompanying representative to operate equipment.

3. Each system shall be operated through all modes of operation including, but not limited to seasonal, occupied, unoccupied, warm-up, cool-down, part-load, and full-load, where system response is specified.
 - a. For multiple units, sampling strategy established by Commissioning Authority and subject to approval of Owner may be used.
 - b. Verification of each sequence in sequences of operation is required.
 - c. Proper responses to such modes and conditions as power failure, freeze condition, low oil pressure, no flow, equipment failure, and the like, shall also be tested.
 4. Where possible, inspections carried out on systems by local Authorities Having Jurisdiction (AHJ) may serve as Functional Testing for purposes of Commissioning.
 - a. CxA will accompany AHJ during testing procedures required by AHJ.
 - b. It is responsibility of GC to arrange for testing by AHJ and to coordinate with CxA to find mutually convenient times for testing. Provide CxA a minimum of four days in advance of intent to schedule testing by AHJ.
 - c. CxA will issue a separate report on results of testing.
 - d. CxA reserves the right to require additional testing, should testing by AHJ not adequately cover all system components in all modes of operation.
 5. Functional Testing is to be dedicated solely to testing of equipment and systems, and not to resolution of deficiencies. Deficiencies identified during testing process must be corrected by GC at a time other than during Functional Testing.
 6. Within six days of performing functional test, CxA will issue test report with findings a list of deficiencies that must be addressed by GC or sub-Contractors.
 7. Commissioning Authority shall submit a Final Report to Owner recommending acceptance or non-acceptance of individual system components as well as the systems as a whole.
- K. Re-Testing And Failure To Remedy Deficiencies
1. Despite GC's best efforts to ensure systems are problem-free, it is expected that some deficiencies will be found during initial inspection of System readiness Checklist, and during initial Functional Testing; such deficiencies are expected to be minimal.
 2. It is GC's responsibility to remedy identified deficiencies, both in System readiness Checklist and in Functional Testing phases of work, in a timely and thorough manner.
 3. It is GC's responsibility to ensure that all deficiencies are corrected prior to requesting a re-inspection or re-test of systems and equipment. Do not request re-inspection or re-test until deficiencies are corrected.
 - a. At his discretion, CxA may agree to re-testing systems or equipment where deficiencies remain which are beyond GC's control to resolve expeditiously.
 - b. Typically such re-testing of incomplete systems and equipment will take place only if remaining deficiencies are minor in scope and nature, and are of such nature that they cannot be resolved in a timely manner (such as those due to difficulties in obtaining parts, or where Owner has requested a change that has delayed work, etc.)
 4. CxA will carry out a second re-inspection or re-test of systems and equipment subsequent to receiving GC's request.
 - a. If CxA finds deficiencies identified in initial inspection or test have not been remedied (with exception of un-resolvable deficiencies noted above), and such

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remaining deficiencies are significant enough to require additional inspection or re-testing, GC will be back-charged for CxA's expenses, per Article 1.5.

3.7 DEFERRED TESTING

- A. "Seasonal Commissioning" pertains to testing during peak heating or cooling seasons when HVAC equipment is operating at full-load or heavy-load conditions. Initial commissioning will be done as soon as contract work is completed, regardless of season. Seasonal Commissioning under full- or heavy-load conditions other than the current season will be handled at later time by GC and CxA.
 - 1. If adequate load may be artificially placed upon heating or cooling equipment, CxA, at his discretion, may perform functional testing during non-peak load periods.
 - 2. GC is to provide services of personnel and participate in seasonal testing process in the same manner as he would in non-seasonal testing.
 - 3. Until off-season commissioning can be accomplished, Owner may retain an amount from GC's payment sufficient to cover the cost of off-season testing.

- B. Unforeseen Deferred Tests: If any check or test cannot be completed due to building structure, required occupancy condition, or other reason, execution of checklists and functional testing may be delayed upon approval of Owner. Tests shall be conducted in same manner as seasonal tests, as soon as possible. Services of required parties will be negotiated. Make final adjustments to Operation and Maintenance Manuals and record drawings due to unforeseen deferred tests.
 - 1. GC is to provide services of personnel and participate in deferred testing in the same manner as he would for normal commissioning.
 - 2. Until deferred testing can be accomplished, Owner may retain an amount from GC's payment sufficient to cover the cost of deferred testing.

3.8 TRAINING

- A. The following requirements are in addition to operation and maintenance requirements specified elsewhere in this specifications manual. GC shall be responsible for training coordination and scheduling, and ultimately to ensure that training is completed.

- B. Scheduling
 - 1. Organize training to fit Owner's schedule and to optimize the learning experience. Limit continuous sessions to no more than four hours, or otherwise only as approved by Owner and/or Engineer.
 - 2. Provide an outline of the proposed training agenda for review by Owner and CxA a minimum of 10 days prior to proposed date for training session.
 - 3. Provide CxA a minimum 5 days advance notice of intent to carry out a training session.
 - 4. The CxA will not be required to attend all training sessions for building personnel, but will attend selected sessions and monitor progress and content.
 - 5. No training will take place prior to successful completion of Functional Testing.

- C. Training Materials
 - 1. Develop Training Manuals to meet requirements of individual equipment specification sections.

SECTION 019113 - GENERAL COMMISSIONING REQUIREMENTS

2. Operating and Maintenance Manuals alone are NOT considered training manuals. O&M Manuals may be used as reference, but shall not be considered to meet requirements for training materials.
3. Develop a detailed outline showing how training program will be organized, including classroom and hands-on training as required by individual specifications sections.
4. Provide with training materials, a quick-reference "how-to" index which will allow operators to easily access information included in Training Manuals and/or O&M Manuals. This reference will include, as a minimum; routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions.
5. Refer to individual equipment or system specifications for minimum material to be covered as part of the training program.

D. Documentation

1. All training sessions are to be fully documented. Document:
 - a. Basic information on training session (name of system, time, date, and location of training, name of presenter, length of training session, etc.).
 - b. Names of persons who attended the training session (provide a sign-in sheet).
 - c. Signature from authorized Owner's representative indicating that training took place and was satisfactory.
2. Provide CxA copy of sign-in sheet with training session documentation.

3.9 O&M MANUALS

- A. Provide operation and maintenance manuals as specified in section 017700 Closeout Submittals, and as outlined in individual sections of Divisions 22, 23 and 26.
- B. Provide CxA with a single copy of Operation and Maintenance Manuals for review. CxA's copy of O&M manuals shall be submitted through Engineer.
- C. CxA shall review O&M Manuals and submit comments through the Engineer.

3.10 SYSTEMS TO BE COMMISSIONED

- A. Refer to commissioning specifications sections in Related Sections, including the following:
 1. 230100 - COMMISSIONING OF MECHANICAL SYSTEMS

END OF SECTION 019113

SECTION 024440 CHAIN LINK FENCES AND GATES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 DESCRIPTION OF WORK:

- A. Extent of chain link fences and gates is shown on drawings.

1.3 QUALITY ASSURANCE

- A. Provide chain link fences and gates as complete units controlled by a single source including necessary erection accessories, fittings, and fastenings.

1.4 SUBMITTALS

- A. Submit Product data in the form of manufacturer's technical data, specifications, and installation instructions for metal fencing and gates. Provide elevations and details for all fencing and gates. Provide details for all locking mechanisms at gates.
- B. Submit a Plan that clearly shows and identifies fence and gate locations and heights to be installed.

PART 2 PRODUCT

2.1 GENERAL

- A. Exterior Chain Link Fence 6ft High 9 gauge Galvanized.
- B. Dimensions shown form pipe, roll formed, and H sections are outside dimensions.

2.2 MANUFACTURERS

Allied Tube and Conduit Corp.
Anchor Fence, Inc.
Colorguard Corp.
Davis Walker Corp.
Dominion Fence and Wire Prod.
United States Steel.
Merchants Metals

2.3 STEEL FENCING (STFN):

SECTION 024440 CHAIN LINK FENCES AND GATES

- A. Fabric: No. 9 ga. (0.148") finished steel wires, 2" mesh, with top selvages knuckled for fabric 60" high and under, and both top and bottom selvages twisted and barbed for fabric over 60" high. Furnish one-piece fabric widths for fencing up to 12' high.
- B. Fabric coating: The zinc coating of the fabric shall be minimum .30 oz./sq. ft. of uncoated wire surface. The weight of zinc coating on the fabric shall be determined in accordance with ASTM A-90.
- C. PVC: Wire shall be coated with a minimum of 7 mils of poly-vinyl chloride permanently bonded to the galvanized wire by the thermal fusion bonded method. Chain link fabric shall conform to the requirements of ASTM F-668, class 2b.

2.4 HARDWARE AND ACCESSORIES:

- A. Framework: Galvanized steel, ASTM A 120 or A 123, with not less than 2.0 oz. zinc per sq. ft. of surface. All framework and components shall be coated with 10 to 15 mils of PVC.
- B. End, Corner, and Pull Posts: Minimum sizes and weights as follows:
- C. Up to 6 feet fabric height: 2.375 inch OD steel pipe, 3.65 lbs. per lin. ft., or 3.5 inch by 3.5 inch roll formed sections weighing 4.85 lb. per lin. ft.
- D. Over 6 feet fabric height: 2.875 inch OD steel pipe, 5.79 lbs. per lin. ft., or 3.5 inch by 3.5 inch roll formed sections weighing 4.85 lbs. per lin. ft.
- E. Line posts Space 10' o.c. maximum, unless otherwise indicated, of following minimum sizes and weights.
- F. Up to 6 feet fabric height: 1.90 inch OD steel pipe, 2.70 lbs. per lin. ft. or 1.875" x 1.625" C sections, 228 lbs. per lin. ft.
- G. 6' to 8' fabric height, 2.375" OD steel pipe, 3.65 lbs. per lin. ft. or 2.25" x 1.875" H sections, 2.64 lbs. per lin. ft.
- H. Over 8 feet fabric height: 2.875 inch OD steel pipe, 5.79 lbs. per lin. ft. or 2.25" x 1.875" H sections, 3.26 lbs. per lin. ft.
- I. Gate Posts: Furnish posts for supporting single gate leaf, or one leaf of a double gate installation, for nominal gate widths as follows:

Leaf Width	Gate Post	Lbs./Lin. Ft.
Up to 6'	3.5" x 3.5" roll formed section or 2.875" OD pipe	4.85 5.79
Over 6' to 13'	4.000" OD pipe	9.11
Over 13' to 18'	6.625" OD pipe	18.97
Over 18'	8.625" OD pipe	28.55

- J. Tension Wire: 7 gage, coated coil spring wire, metal finish to match fabric. Locate wire at bottom of fabric.

SECTION 024440 CHAIN LINK FENCES AND GATES

- K. Top Rail: Provide 1 -5/8" diameter galvanized steel.
- L. Post Brace Assembly: Manufacturer's standard adjustable brace at end and gate posts and at both sides of corner and pull posts, with horizontal brace located at mid height of fabric. Use same material as top rail for brace, and truss to line posts with 0.375" diameter rod and adjustable tightener.
- M. Post Tops: Weathertight closure cap for tubular posts. Provide one cap for each post.
- N. Stretcher Bars: One piece lengths equal to full height of fabric, with minimum cross section of 3/16" x 3/4". Provide one stretcher bar for each gate and end post, and two for each corner and pull post, except where fabric is integrally woven into post.
- O. Corner Bracing: Install diagonal cross bracing consisting of 3/8" diameter adjustable length truss rods on corner posts to ensure frame rigidity without sag or twist, if required.
- P. Stretcher Bar Bands: Space not over 15" oc., to secure stretcher bars to end, corner, pull and gate posts.

2.5 GATES

- A. Fabrication: Fabricate gate perimeter frames of 1.90" OD pipe. Metal and finish to match fence framework. Provide horizontal and vertical members to ensure proper gate operation and attachment of fabric, hardware, and accessories. Space frame member's maximum of 8 feet apart.
- B. Assemble gate frames by welding or with special fittings and rivets, for rigid connections. Use same fabric as for fence, unless otherwise indicated. Install fabric with stretcher bars at vertical edges. Bars may also be used at top and bottom edges. Attach stretchers to gate frame at not more than 15" o.c. Attach hardware to provide security against removal or breakage.
- C. Install diagonal cross bracing consisting of 3/8" diameter adjustable length truss rods on gates to ensure frame rigidity without sag or twist, if required.
- D. Gate Hardware: Furnish the following hardware and accessories for each gate.
- E. Hinges: Size and material to suite gate size, non lift off type, offset to permit 180 deg gate opening. Provide 1 1/2 pair of hinges for each leaf over 6 foot nominal height.
- F. Latch: Forked type or plunger bar type to permit operation from either side of gate, with padlock eye as integral part of latch.
- G. Keeper: Provide keeper for vehicle gates, which automatically engages gate leaf and holds it in open position until manually released.
- H. Sliding Gates: Provide manufacturer's standard heavy duty track, ball bearing hanger sheaves, overhead framing and supports, guides, stays, bracing, hardware, and accessories as required.
- I. Wire Ties: For tying fabric to line posts, use wire ties spaced 12" o.c. For tying fabric to rails and braces, use wire ties spaced 24" o.c. For tying fabric to tension wire, use hog rings spaced 24" o.c.
- J. Manufacturer's standard procedure will be accepted if of equal strength and durability.

SECTION 024440 CHAIN LINK FENCES AND GATES

- K. Concrete: Provide concrete consisting of Portland cement, ASTM C150, aggregates, ASTM C33, and clean water. Mix materials to obtain concrete with a minimum 28 day compressive strength of 2500 psi using at least 4 sacks of cement per cu. yd., 1" maximum size aggregate, maximum 3" slump, and 2% to 4% entrained air.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Do not begin installation and erection before final grading is completed, unless otherwise permitted.
- B. Excavation: Drill holes for posts to diameters and spacings shown, in firm, undisturbed or compacted soil.
- C. If not shown on drawings, excavate holes for each post to minimum diameter recommended by fence manufacturer.
- D. Unless otherwise indicated, excavate hole depths approximately 3 inches lower than post bottom, with bottom of posts set not less than 36 inches below finish grade surface.
- E. Setting Posts: Center and align posts in holes 3 inches above bottom of excavation.
- F. Place concrete around posts and vibrate or tamp for consolidation. Check each post for vertical and top alignment, and hold in position during placement and finishing operations.
- G. Center Rails: Provide center rails where shown. Install in one piece between posts and flush with post on fabric side, using special offset fittings where necessary.
- H. Brace Assemblies: Install braces so posts are plumb when diagonal rod is under proper tension.
- I. Tension Wire: Install tension wires before stretching fabric and tie to each post with not less than 6 ga. galvanized wire. Fasten fabric to tension wire using 11 gage galvanized steel hog rings of spaced 24 inches o.c.
- J. Fabric: Leave approximately 2 inches between finish grade and bottom selvage unless otherwise indicated. Pull fabric taut and tie to posts, rails, and tension wires. Install fabric on security side of fence, and anchor to framework so that fabric remains in tension after pulling force is released.
- K. Stretcher Bars: Thread through or clamp to fabric 4 inches o.c., and secure to posts with metal bands spaced 15 inches o.c.
- L. Gates: Install gates plumb, level, and secure for full opening without interference. Install ground set items in concrete for anchorage as recommended by manufacturer. Adjust hardware for smooth operation and lubricate where necessary.
- M. Tie Wires: Use U shaped wire, conforming to diameter of pipe to which attached, clasping pipe and fabric firmly with ends twisted at least 2 full turns. Bend wire to minimize hazard to persons or clothing.
- N. Fasteners: Install nuts for tension bands and hardware bolts on side of fence opposite fabric side. Peen ends of bolts or score threads to prevent removal of nuts.

SECTION 024440 CHAIN LINK FENCES AND GATES

END OF SECTION 024440

SECTION 260010 - SUMMARY OF ELECTRICAL WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, Division 1 Specification Sections and other Division 26 Specification Sections, apply to this Section.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. The following Summary of Work is intended as an aid to achieve an understanding of the various elements of work included in the project, as is not intended to be all-inclusive. Detailed descriptions of work and requirements are given in drawings and specifications.
- B. Scope of Work:
 - 1. General: The “[IDEA Public Schools Electrical Switchgear Upgrades at Multiple Campuses](#)” consists of existing single-story buildings at multiple campuses. These building will generally be operated from 7:00am to 6:00pm. (Monday through Friday) with occasional after hours and weekends use.
 - 2. Electrical: Provide all materials and labor associated with a complete operational electrical distribution system. Major items of work include, but are not limited to:
 - (a) Electrical Service(s): To remain as is except for Mission Campus.
 - (i) IDEA Brownsville: To remain as is.
 - (ii) IDEA Edinburg: To remain as is.
 - (iii) IDEA Frontier: To remain as is.
 - (iv) [IDEA Mission: Modify the existing underground electrical service; coordinate work with AEP and IDEA PS staff. The utility company will remove existing pad mount txfmr for contractor to modify the existing txfmr concrete pad as noted on the structural plans. The utility company shall remove and provide medium voltage conductors and reinstall the transformer.](#)
 - (v) IDEA Pharr: To remain as is.
 - (vi) IDEA Quest: To remain as is.
 - (vii) IDEA San Benito: To remain as is.
 - (b) Switchboard(s): Disconnect and remove existing where noted. Provide new pad mounted outdoor rated.
 - (c) [Coordination and Arc Flash Studies: please provide – see specifications.](#)
 - (d) Panelboard(s): Disconnect and remove existing where noted. Provide new outdoor rated.

SECTION 260010 - SUMMARY OF ELECTRICAL WORK

(e) Feeders & Branch circuits: Temporarily disconnect and or remove and replaced as noted. Reconnect and or provide new as noted.

(f) Commissioning: Provide for the electrical equipment.

1.3 ALLOWANCES

A. Electrical: See Division 1 for electrical allowances.

1.4 COORDINATION

- A. All electrical work shall be done under sub-contract to a General Contractor, who ultimately responsible for the entire project. Electrical Contractor shall coordinate all work through General Contractor, even in areas where only electrical work is to take place.
- B. All questions, requests for information, submittals, and correspondence from the Electrical Contractor shall be submitted via the General Contractor, who will forward to the Engineer.
- C. Electrical Contractor shall not make any changes to design without written authorization from the Engineer. If changes are requested by the Owner, General Contractor, Suppliers, Manufacturers, or any others, Contractor should issue a written RFI for response by the Engineer.
- D. Electrical Contractor shall issue seven (7) days written notice prior to any activities that require the presence of the Engineer at the job-site. This applies to all inspections required by specifications, and particularly to those where work will be covered (underground raceways, electrical raceways above ceiling).
- E. Cooperate fully with other contractors so that work under those contracts may be carried out smoothly, without interfering with or delaying work under this Contract.
- F. Fully coordinate with Owner interruption of electrical service. Notify Owner 7 days in advance of proposed interruption of service. Do not proceed with interruption of electrical service without Engineers, Construction Manager and Owner's written permission.
- G. Fully coordinate with the Electric Utility Company proposed interruption of service.
- H. Issue written notification of the following tasks and allow five (5) days for Engineer to respond and schedule an inspection as required:
 - 1. Upon completion of underground raceways installation and prior to covering up.
 - 2. Upon completion of installing all raceways, labeling all j-boxes and prior to suspended ceiling installation.
 - 3. Upon completion of pulling all wiring, making all terminations, labeling and color-coding wires at the panelboards/switchboards and prior to installing their covers.
 - 4. When ready to request manufacturer's start-up of each piece of equipment.
 - 5. When ready for Substantial Completion Inspection.
 - 6. When ready for Final Inspection.
- I. Failure to issue written notification may result in work having to be redone to allow for proper inspection. It is this contractor's responsibility to make sure Engineer receives notification.

1.5 UTILITIES

SECTION 260010 - SUMMARY OF ELECTRICAL WORK

1. Coordinate with power, water, telephone, cable and gas utilities to locate all utilities prior to digging in any area.
2. Obtain any approvals required from utilities to relocate utilities.
3. Cost of relocating or bypassing utilities indicated on drawings shall be included in Base Bid.
4. Coordinate with utility for electrical service. Base bid shall include all costs associated with service connection, including permit fees.

1.6 CONTRACTOR USE OF PREMISES

- A. Use of the Site: Limit use of the premises to work in areas indicated. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.
 1. Owner Occupancy: Allow for Owner occupancy and use by the public.
 2. Driveways and Entrances: Keep driveways and entrances serving the premises, clear and available to the Owner, the Owner's employees, and emergency vehicles at all time. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- B. Site Safety: Take every precaution to ensure the site does not present a threat to the safety of occupants and/or workers. Minimal safety requirements include, but are not limited to the following:
 1. Temporary fencing around construction areas.
 2. Yellow caution tape and construction barricades along open trenches during the day. Trenches shall be covered at night and warning lights provided on construction barricades.
 3. Temporary fencing around equipment while site work is in progress.
- C. Work shall take place with minimal disruption to Owner's operations in areas surrounding the job site.

1.7 SUBMITTALS - Special Requirements

- A. All submittals need to comply with submittal requirements as outlined on this Pre-Construction Meeting Agenda & specifications.
- B. Electrical Submittals shall be submitted electronically. Please organize the files as noted below (Native PDF format & searchable format). Files would need to be properly identified (cover letter, stamped, etc.) from the general contractor.
- C. All submittals to be separated by sections and identified by section #s, in native and searchable pdf format. All selections/markings or highlighting made on the submittal shall be specific for project requirements and exactly for what the Contractor is intending to provide on the project. If submittal does not specify as to which model/options will be used by highlighting or marking the submittal, then submittal will be returned as rejected.
- D. Manufacturer's standard dimensioned drawings, performance and product data shall be edited to delete reference to equipment, features, or information which is not applicable to the equipment being supplied for this project. Including Bill or List of Materials.

SECTION 260010 - SUMMARY OF ELECTRICAL WORK

- E. Individual submittals shall not be reviewed until a complete package is received.
- F. Allow two weeks for initial review by Engineer, from the day it is received.
- G. [After being released by GC, Subcontractor shall have one week to respond to our submittal/re-submittal review comments.](#)
- H. Allow one week for review of resubmittals by Engineer, from the day it is received.
- I. All submittal review comments shall be forwarded by Engineer who will then distribute as per Division 1.
- J. Provide detailed coordination drawings showing how mechanical, electrical & plumbing system components will be installed in coordination with work by others. Engineer's drawing files will be made available to Contractor for producing coordination and as-built drawings upon request.

1. Electrical Gear Submittal #1

- a. 262413 Switchboards
- b. 262416 Panelboards
- c. 264313 Surge Protection for Low-Voltage Electrical Power Circuit
- d. 267713 Electricity Metering

2. Miscellaneous Electrical – Submittal #2

- a. 260519 Low-Voltage Electrical Power Conductors and Cables
- b. 260526 Grounding and Bonding for Electrical Systems
- c. 260529 Hangers and Supports for Electrical Systems
- d. 260533 Raceways and Boxes for Electrical Systems
- e. 260553 Identification for Electrical Systems

3. Electrical Commissioning Submittal #3

- a. 260800 Commissioning for Electrical Systems

4. Electrical Studies Submittal #4

- a. 260572 Overcurrent Protective Device Short-Circuit Study
- b. 260574 Arch Flash Study

1.8 SCHEDULE OF VALUES -Special Requirements

- A. Electrical Contractor shall submit a Schedule of Values [per campus](#) reflecting the total value of Electrical Work in the Contract and broken down into the following items as a minimum, with a line item for Materials/Equipment and another for Labor.

ELECTRICAL

- 1. Electrical Switchboards
- 2. Electrical Panelboards
- 3. Raceways
- 4. Wiring
- 5. Concrete & Rebar

SECTION 260010 - SUMMARY OF ELECTRICAL WORK

6. Commissioning
7. Allowances.
8. Miscellaneous.
9. Administrative and project management.

1.9 CODE COMPLIANCE:

The design for this project is based on:

1. Occupational Safety and Health Act (OSHA)
2. National Electric Code (NEC)
3. National Fire Code
4. International Building Code
5. UL 916
6. Local ordinances

END OF SECTION 260010

SECTION 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Building wires and cables rated 600 V and less.
 - 2. Connectors, splices, and terminations rated 600 V and less.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For testing agency.
- B. Field quality-control reports.

1.5 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Member Company of NETA or an NRTL.

PART 2 - PRODUCTS

2.1 CONDUCTORS AND CABLES

- A. Manufacturer:
 - 1. Senator Wire & Cable Company.
 - 2. Southwire Company.
 - 3. Encore Wire
- B. Copper Conductors: Comply with NEMA WC 70/ICEA S-95-658.
- C. Conductor Insulation: Comply with NEMA WC 70/ICEA S-95-658 for Type THHN/THWN-2, Type XHHW-2 and Type SO.

SECTION 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

- D. Multiconductor Cable: Comply with UL 1569 and NEMA WC 70/ICEA S-95-658 for metal-clad cable, Type MC with ground wire.

2.2 CONNECTORS AND SPLICES

- A. Manufacturers:
 - 1. AFC Cable Systems, Inc.
 - 2. AMP Incorporated/Tyco International.
 - 3. Hubbell/Anderson.
 - 4. O-Z/Gedney; EGS Electrical Group LLC.
 - 5. 3M Company; Electrical Products Division.
- B. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.

2.3 SYSTEM DESCRIPTION

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with NFPA 70.

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

- A. Feeders: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.
- B. Branch Circuits: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

- A. Exposed Feeders: Type THHN/THWN-2, single conductors in raceway.
- B. Feeders Concealed in Ceilings, Walls and Partitions: Type THHN/THWN-2, single conductors in raceway.
- C. Feeders Concealed in Concrete, below Slabs-on-Grade, and underground: Type THHN/THWN-2, single conductors in raceway.
- D. Exposed Branch Circuits: Type THHN/THWN-2, single conductors in raceway.
- E. Branch Circuits Concealed in Ceilings, Walls, and Partitions: Type THHN/THWN-2, single conductors in raceway.

SECTION 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

- F. Branch Circuits Concealed in Concrete, below Slabs-on-Grade, and underground: Type THHN/THWN-2, single conductors in raceway.

3.3 INSTALLATION OF CONDUCTORS AND CABLES

- A. Conceal cables in finished walls, ceilings, and floors unless otherwise indicated.
- B. Complete raceway installation between conductor and cable termination points according to Section 260533 "Raceways and Boxes for Electrical Systems" prior to pulling conductors and cables.
- C. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- D. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, which will not damage cables or raceway.
- E. Install exposed cables parallel and perpendicular to surfaces of exposed structural members and follow surface contours where possible.
- F. Support cables according to Section 260529 "Hangers and Supports for Electrical Systems."

3.4 CONNECTIONS

- A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.
- B. Make splices, terminations, and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.
 - 1. Use oxide inhibitor in each splice, termination, and tap for aluminum conductors.
- C. Wiring at Outlets: Install conductor at each outlet, with at least 6 inches of slack.

3.5 IDENTIFICATION

- A. Identify and color-code conductors and cables according to Section 260553 "Identification for Electrical Systems."

3.6 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections:
 - 1. After installing conductors and cables and before electrical circuitry has been energized, test service entrance and feeder conductors for compliance with requirements.

SECTION 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

2. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
 3. Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each splice in conductors No. 3 AWG and larger. Remove box and equipment covers so splices are accessible to portable scanner. Correct deficiencies determined during the scan.
 - a. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan of each splice 11 months after date of Substantial Completion.
 - b. Instrument: Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.
 - c. Record of Infrared Scanning: Prepare a certified report that identifies splices checked and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.
- B. Test and Inspection Reports: Prepare a written report to record the following:
1. Procedures used.
 2. Results that comply with requirements.
 3. Results that do not comply with requirements and corrective action taken to achieve compliance with requirements.
- C. Cables will be considered defective if they do not pass tests and inspections.

END OF SECTION 260519

SECTION 260526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 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 grounding and bonding systems and equipment.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.

1.4 INFORMATIONAL SUBMITTALS

- A. As-Built Data: Plans showing dimensioned as-built locations of grounding features specified in "Field Quality Control" Article.
- B. Field quality-control reports.

1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For grounding to include in emergency, operation, and maintenance manuals.
 - 1. In addition to items specified in Section "Operation and Maintenance Data," include the following:
 - a. Instructions for periodic testing and inspection of grounding features at ground rings and grounding connections for separately derived systems based on and NFPA 70B.

1.6 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with UL 467 for grounding and bonding materials and equipment.

SECTION 260526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 2 - PRODUCTS

2.1 CONDUCTORS

- A. Insulated Conductors: tinned-copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.
- B. Bare Copper Conductors:
 - 1. Solid Conductors: ASTM B 3.
 - 2. Stranded Conductors: ASTM B 8.
 - 3. Tinned Conductors: ASTM B 33.
 - 4. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, 1/4 inch in diameter.
 - 5. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
 - 6. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.
 - 7. Tinned Bonding Jumper: Tinned-copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.

2.2 CONNECTORS

- A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.
- B. Bolted Connectors for Conductors and Pipes: Copper or copper alloy.
- C. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.
- D. Bus-Bar Connectors: Mechanical type, cast silicon bronze, solderless **exothermic**-type wire terminals, and long-barrel, two-bolt connection to ground bus bar.

2.3 GROUNDING ELECTRODES

- A. Ground Rods: Copper-clad; 3/4 inch by 10 feet.

PART 3 - EXECUTION

3.1 APPLICATIONS

- A. Conductors: Install solid conductor for No. 10 AWG and smaller, and stranded conductors for No. 8 AWG and larger unless otherwise indicated.
- B. Underground Grounding Conductors: Install bare tinned copper conductor, No. 2/0 AWG minimum.

SECTION 260526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

1. Bury at least 24 inches below grade.

C. Conductor Terminations and Connections:

1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.
2. Underground Connections: Welded connectors except at test wells and as otherwise indicated.
3. Connections to Ground Rods at Test Wells: Bolted connectors.
4. Connections to Structural Steel: Welded connectors.

3.2 GROUNDING AT THE SERVICE

- A. Equipment grounding conductors and grounding electrode conductors shall be connected to the ground bus. Install a main bonding jumper between the neutral and ground buses.

3.3 GROUNDING UNDERGROUND DISTRIBUTION SYSTEM COMPONENTS

- A. Comply with IEEE C2 grounding requirements.
- B. Pad-Mounted Transformers and Switches: Install two ground rods and ground ring around the pad. Ground pad-mounted equipment and noncurrent-carrying metal items associated with substations by connecting them to underground cable and grounding electrodes. Install tinned-copper conductor not less than No. 2 AWG for ground ring and for taps to equipment grounding terminals. Bury ground ring not less than 6 inches from the foundation.

3.4 EQUIPMENT GROUNDING

- A. Install insulated equipment grounding conductors with all feeders and branch circuits.
- B. Install insulated equipment grounding conductors with the following items, in addition to those required by NFPA 70:
 1. Feeders and branch circuits.
 2. Flexible raceway runs.
 3. Metal-clad cable runs.
 4. Busway Supply Circuits: Install insulated equipment grounding conductor from grounding bus in the switchboard, or distribution panel to equipment grounding bar terminal on busway.

3.5 INSTALLATION

- A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
- B. Ground Rods: Drive rods until tops are 2 inches below finished floor or final grade unless otherwise indicated.

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1. Interconnect ground rods with grounding electrode conductor below grade and as otherwise indicated. Make connections without exposing steel or damaging coating if any.
 2. For grounding electrode system, install at least three rods spaced at least one-rod length from each other and located at least the same distance from other grounding electrodes, and connect to the service grounding electrode conductor.
- C. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.
1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
 2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install bonding so vibration is not transmitted to rigidly mounted equipment.
 3. Use exothermic-welded connectors for outdoor locations; if a disconnect-type connection is required, use a bolted clamp.

3.6 FIELD QUALITY CONTROL

A. Tests and Inspections:

1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.
2. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.
3. Test completed grounding system at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal, at individual ground rods. Make tests at ground rods before any conductors are connected.
 - a. Measure ground resistance no fewer than two full days after last trace of precipitation and without soil being moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance.
 - b. Perform tests by fall-of-potential method according to IEEE 81.
4. Prepare dimensioned Drawings locating each, ground rod and ground-rod assembly, and other grounding electrodes. Identify each by letter in alphabetical order, and key to the record of tests and observations. Include the number of rods driven and their depth at each location, and include observations of weather and other phenomena that may affect test results. Describe measures taken to improve test results.

B. Grounding system will be considered defective if it does not pass tests and inspections.

C. Prepare test and inspection reports.

D. Report measured ground resistances that exceed the following values:

1. Power and Lighting Equipment or System with Capacity of 500 kVA and less: 10 ohms.
2. Power and Lighting Equipment or System with Capacity of 500 to 1000 kVA: 5 ohms.

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3. Power and Lighting Equipment or System with Capacity More Than 1000 kVA: 3 ohms.
 4. Power Distribution Units or Panelboards Serving Electronic Equipment: 3 ohm(s).
 5. Manhole Grounds: 10 ohms.
- E. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Architect promptly and include recommendations to reduce ground resistance.

END OF SECTION 260526

SECTION 260529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Hangers and supports for electrical equipment and systems.
 - 2. Construction requirements for concrete bases.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for the following:
 - a. Hangers.
 - b. Steel slotted support systems.
 - c. Nonmetallic support systems.
 - d. Trapeze hangers.
 - e. Clamps.
 - f. Turnbuckles.
 - g. Sockets.
 - h. Eye nuts.
 - i. Saddles.
 - j. Brackets.
 - 2. Include rated capacities and furnished specialties and accessories.
- B. Shop Drawings: For fabrication and installation details for electrical hangers and support systems.
 - 1. Trapeze hangers. Include product data for components.
 - 2. Steel slotted-channel systems.
 - 3. Nonmetallic slotted-channel systems.
 - 4. Equipment supports.

1.4 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Plan(s) and other details, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:

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1. Structural members to which hangers and supports will be attached.
2. Size and location of initial access modules for acoustical tile.

B. Welding certificates.

1.5 QUALITY ASSURANCE

A. Welding Qualifications: Qualify procedures and personnel according to the following:

1. AWS D1.1/D1.1M.
2. AWS D1.2/D1.2M.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Surface-Burning Characteristics: Comply with ASTM E 84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

1. Flame Rating: Class 1.
2. Self-extinguishing according to ASTM D 635.

2.2 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

A. Steel Slotted Support Systems: Comply with MFMA-4 factory-fabricated components for field assembly.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Allied Tube & Conduit.
 - b. Cooper B-Line, Inc.; a division of Cooper Industries.
 - c. ERICO International Corporation.
 - d. GS Metals Corp.
 - e. Thomas & Betts Corporation.
 - f. Unistrut; Tyco International, Ltd.
 - g. Wesanco, Inc.
2. Material: Plain steel.
3. Channel Width: 1-1/4 inches.
4. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.
5. Nonmetallic Coatings: Manufacturer's standard PVC, polyurethane, or polyester coating applied according to MFMA-4.
6. Painted Coatings: Manufacturer's standard painted coating applied according to MFMA-4.
7. Protect finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
8. Channel Dimensions: Selected for applicable load criteria.

SECTION 260529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

- B. Conduit and Cable Support Devices: Steel hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.
- C. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for nonarmored electrical conductors or cables in riser conduits. Plugs shall have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body shall be made of malleable iron.
- D. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M steel plates, shapes, and bars; black and galvanized.
- E. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:
 - 1. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete, steel, or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
 - a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1) Hilti Inc.
 - 2) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
 - 3) MKT Fastening, LLC.
 - 4) Simpson Strong-Tie Co., Inc.; Masterset Fastening Systems Unit.
 - 2. Mechanical-Expansion Anchors: Insert-wedge-type, zinc-coated steel, for use in hardened portland cement concrete, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
 - a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1) Cooper B-Line, Inc.; a division of Cooper Industries.
 - 2) Empire Tool and Manufacturing Co., Inc.
 - 3) Hilti Inc.
 - 4) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
 - 5) MKT Fastening, LLC
 - 3. Concrete Inserts: Steel or malleable-iron, slotted support system units are similar to MSS Type 18 units and comply with MFMA-4 or MSS SP-58.
 - a. Clamps for Attachment to Steel Structural Elements: MSS SP-58 units are suitable for attached structural element.
 - b. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
 - c. Toggle Bolts: All-steel springhead type.
 - d. Hanger Rods: Threaded steel.
 - e. Concrete Inserts: Steel or malleable-iron, slotted support system units similar to MSS Type 18; complying with MFMA-4 or MSS SP-58.
 - f. Clamps for Attachment to Steel Structural Elements: MSS SP-58, type suitable for attached structural element.
 - g. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
 - h. Toggle Bolts: All-steel springhead type.
 - i. Hanger Rods: Threaded steel

SECTION 260529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

2.3 FABRICATED METAL EQUIPMENT SUPPORT ASSEMBLIES

- A. Description: Welded or bolted structural-steel shapes, shop or field fabricated to fit dimensions of supported equipment.
- B. Materials: Comply with requirements in Section 055000 "Metal Fabrications" for steel shapes and plates.

PART 3 - EXECUTION

3.1 APPLICATION

- A. Comply with NECA 1 and NECA 101 for application of hangers and supports for electrical equipment and systems unless requirements in this Section are stricter.
- B. Comply with requirements for raceways and boxes specified in Section 260533 "Raceways and Boxes for Electrical Systems."
- C. Maximum Support Spacing and Minimum Hanger Rod Size for Raceway: Space supports for EMTs and RMCs as scheduled in NECA 1, where its Table 1 lists maximum spacings that are less than those stated in] NFPA 70. Minimum rod size shall be 1/4 inch in diameter.
- D. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted support system, sized so capacity can be increased by at least 25 percent in future without exceeding specified design load limits.
 - 1. Secure raceways and cables to these supports with two-bolt conduit clamps.
- E. Spring-steel clamps designed for supporting single conduits without bolts may be used for 1-1/2-inch and smaller raceways serving branch circuits and communication systems above suspended ceilings and for fastening raceways to trapeze supports.

3.2 SUPPORT INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this article.
- B. Raceway Support Methods: In addition to methods described in NECA 1, EMTs, and RMCs may be supported by openings through structure members, according to NFPA 70.
- C. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb.
- D. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:

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1. To Wood: Fasten with lag screws or through bolts.
 2. To New Concrete: Bolt to concrete inserts.
 3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
 4. To Existing Concrete: Expansion anchor fasteners.
 5. Instead of expansion anchors, powder-actuated driven threaded studs provided with lock washers and nuts may be used in existing standard-weight concrete 4 inches thick or greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than 4 inches thick.
 6. To Steel: Spring-tension clamps.
 7. To Light Steel: Sheet metal screws.
 8. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate.
- E. Drill holes for expansion anchors in concrete at locations and to depths that avoid the need for reinforcing bars.

3.3 INSTALLATION OF FABRICATED METAL SUPPORTS

- A. Comply with installation requirements in Architectural Section "Metal Fabrications" for site-fabricated metal supports.
- B. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.
- C. Field Welding: Comply with AWS D1.1/D1.1M.

3.4 CONCRETE BASES

- A. Construct concrete bases of dimensions indicated but not less than 4 inches larger in both directions than supported unit, and so anchors will be a minimum of 10 bolt diameters from edge of the base.
- B. Use 3000-psi, 28-day compressive-strength concrete. Concrete materials, reinforcement, and placement requirements are specified in Sections "Cast-in-Place Concrete" or "Miscellaneous Cast-in-Place Concrete."
- C. Anchor equipment to concrete base as follows:
 1. Place and secure anchorage devices. Use supported equipment manufacturer's setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 2. Install anchor bolts to elevations required for proper attachment to supported equipment.
 3. Install anchor bolts according to anchor-bolt manufacturer's written instructions.

SECTION 260529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

3.5 PAINTING

- A. Touchup: Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.
 - 1. Apply paint by brush or spray to provide minimum dry film thickness of 2.0 mils.
- B. Touchup: Comply with requirements in Sections "Exterior Painting", "Interior Painting" and "High-Performance Coatings" for cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint on miscellaneous metal.
- C. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

END OF SECTION 260529

SECTION 260533 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Metal conduits, tubing, and fittings.
 - 2. Nonmetal conduits, tubing, and fittings.
 - 3. Metal wireways and auxiliary gutters.
 - 4. Nonmetal wireways and auxiliary gutters.
 - 5. Boxes, enclosures, and cabinets.
 - 6. Handholes and boxes for exterior underground cabling.

1.3 DEFINITIONS

- A. GRC: Galvanized rigid steel conduit.
- B. EMT: Electrical metallic tubing.
- C. FMC: Flexible metal conduit.
- D. LFMC: Liquidtight flexible metal conduit.
- E. RNC: Rigid nonmetallic conduit.

1.4 ACTION SUBMITTALS

- A. Product Data: For raceways, wireways and fittings, hinged-cover enclosures, and cabinets.
- B. Shop Drawings: For custom enclosures and cabinets. Include plans, elevations, sections, and attachment details.

1.5 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Conduit routing plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of items involved:
 - 1. Structural members in paths of conduit groups with common supports.
 - 2. HVAC and plumbing items and architectural features in paths of conduit groups with common supports.

SECTION 260533 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

- B. Source quality-control reports.

PART 2 - PRODUCTS

2.1 METAL CONDUITS, TUBING, AND FITTINGS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. AFC Cable Systems, Inc.
 - 2. Alflex Inc.
 - 3. Allied Tube & Conduit; a Tyco International Ltd. Co.
 - 4. Anamet Electrical, Inc.; Anaconda Metal Hose.
 - 5. Electri-Flex Co.
 - 6. Manhattan/CDT/Cole-Flex.
 - 7. Maverick Tube Corporation.
 - 8. O-Z Gedney; a unit of General Signal.
 - 9. Wheatland Tube Company.
 - 10. Hylsa
- B. Listing and Labeling: Metal conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. GRC: Comply with ANSI C80.1 and UL 6.
- D. EMT: Comply with ANSI C80.3 and UL 797.
- E. FMC: Comply with UL 1; zinc-coated steel.
- F. LFMC: Flexible steel conduit with PVC jacket and complying with UL 360.
- G. Fittings for Metal Conduit: Comply with NEMA FB 1 and UL 514B.
 - 1. Conduit Fittings for Hazardous (Classified) Locations: Comply with UL 886 and NFPA 70.
 - 2. Fittings for EMT:
 - a. Material: Steel (Zinc is not acceptable).
 - b. Type: set-screw.
 - 3. Expansion Fittings: PVC or steel to match conduit type, complying with UL 651, rated for environmental conditions where installed, and including flexible external bonding jumper.
- H. Joint Compound for GRC: Approved, as defined in NFPA 70, by authorities having jurisdiction for use in conduit assemblies, and compounded for use to lubricate and protect threaded conduit joints from corrosion and to enhance their conductivity.

SECTION 260533 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

2.2 NONMETALLIC CONDUITS, TUBING, AND FITTINGS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. AFC Cable Systems, Inc.
 2. Anamet Electrical, Inc.; Anaconda Metal Hose.
 3. Arnco Corporation.
 4. CANTEX Inc.
 5. CertainTeed Corp.; Pipe & Plastics Group.
 6. Condux International, Inc.
 7. ElecSYS, Inc.
 8. Electri-Flex Co.
 9. Lamson & Sessions; Carlon Electrical Products.
 10. Manhattan/CDT/Cole-Flex.
 11. RACO; a Hubbell Company.
 12. Thomas & Betts Corporation.
- B. Listing and Labeling: Nonmetallic conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. RNC: Type EPC-40-PVC complying with NEMA TC 2 and UL 651 unless otherwise indicated.
- D. LFNC: Comply with UL 1660.
- E. Fittings for and RNC: Comply with NEMA TC 3; match to conduit or tubing type and material.
- F. Fittings for LFNC: Comply with UL 514B.

2.3 METAL WIREWAYS AND AUXILIARY GUTTERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Cooper B-Line, Inc.
 2. Hoffman.
 3. Square D; Schneider Electric.
- B. Description: Sheet metal, complying with UL 870 and NEMA 250, Type 1 or Type 3R unless otherwise indicated, and sized according to NFPA 70.
1. Metal wireways installed outdoors shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. Fittings and Accessories: Include covers, couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.
- D. Wireway Covers: Hinged type unless otherwise indicated.

SECTION 260533 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

- E. Finish: Manufacturer's standard enamel finish.

2.4 BOXES, ENCLOSURES, AND CABINETS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Cooper Crouse-Hinds; Div. of Cooper Industries, Inc.
 - 2. EGS/Appleton Electric.
 - 3. Erickson Electrical Equipment Company.
 - 4. Hoffman.
 - 5. Hubbell Incorporated; Killark Electric Manufacturing Co. Division.
 - 6. O-Z/Gedney; a unit of General Signal.
 - 7. RACO; a Hubbell Company.
 - 8. Robroy Industries, Inc.; Enclosure Division.
 - 9. Spring City Electrical Manufacturing Company.
 - 10. Thomas & Betts Corporation.
 - 11. Walker Systems, Inc.; Wiremold Company (The).
- B. General Requirements for Boxes, Enclosures, and Cabinets: Boxes, enclosures, and cabinets installed in wet locations shall be listed for use in wet locations.
- C. Sheet Metal Outlet and Device Boxes: Comply with NEMA OS 1 and UL 514A.
- D. Cast-Metal Outlet and Device Boxes: Comply with NEMA FB 1, aluminum, Type FD, with gasketed cover.
- E. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.
- F. Cast-Metal Access, Pull, and Junction Boxes: Comply with NEMA FB 1 and UL 1773, cast aluminum with gasketed cover.
- G. Box extensions used to accommodate new building finishes shall be of same material as recessed box.
- H. Device Box Dimensions: 4 inches by 2-1/8 inches by 2-1/8 inches deep.
- I. Gangable boxes are allowed as long as permitted by the NEC.
- J. Hinged-Cover Enclosures: Comply with UL 50 and NEMA 250, Type 1 for indoor applications and Type 3R (stainless steel) outdoor with continuous-hinge cover with flush latch unless otherwise indicated.
 - 1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.
 - 2. Interior Panels: Steel; all sides finished with manufacturer's standard enamel.
- K. Cabinets:
 - 1. NEMA 250, Type 1, Type 3R galvanized-steel or 4XSS box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel.

SECTION 260533 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

2. Hinged door in front cover with flush latch and concealed hinge.
3. Key latch to match panelboards.
4. Metal barriers to separate wiring of different systems and voltage.
5. Accessory feet where required for freestanding equipment.
6. Nonmetallic cabinets shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

2.5 HANDHOLES AND BOXES FOR EXTERIOR UNDERGROUND WIRING

A. General Requirements for Handholes and Boxes:

1. Boxes and handholes for use in underground systems shall be designed and identified as defined in NFPA 70, for intended location and application.
2. Boxes installed in wet areas shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. Polymer-Concrete Handholes and Boxes with Polymer-Concrete Cover: Molded of sand and aggregate, bound together with polymer resin, and reinforced with steel, fiberglass, or a combination of the two.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
2. Basis-of-Design Product: Subject to compliance with requirements, provide the product indicated on Drawings or a comparable product by one of the following:
 - a. Armorcast Products Company.
 - b. Carson Industries LLC.
 - c. CDR Systems Corporation.
 - d. NewBasis.
3. Standard: Comply with SCTE 77.
4. Configuration: Designed for flush burial with open bottom unless otherwise indicated.
5. Cover: Weatherproof, secured by tamper-resistant locking devices and having structural load rating consistent with enclosure and handhole location.
6. Cover Finish: Nonskid finish shall have a minimum coefficient of friction of 0.50.
7. Cover Legend: Molded lettering, "ELECTRIC".
8. Conduit Entrance Provisions: Conduit-terminating fittings shall mate with entering ducts for secure, fixed installation in enclosure wall.
9. Handholes 18 Inches Wide by 24 Inches Long and Larger: Have inserts for cable racks and pulling-in irons installed before concrete is poured.

2.6 SOURCE QUALITY CONTROL FOR UNDERGROUND ENCLOSURES

A. Handhole and Pull-Box Prototype Test: Test prototypes of handholes and boxes for compliance with SCTE 77. Strength tests shall be for specified tier ratings of products supplied.

1. Tests of materials shall be performed by an independent testing agency.
2. Strength tests of complete boxes and covers shall be by either an independent testing agency or manufacturer. A qualified registered professional engineer shall certify tests by manufacturer.

SECTION 260533 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

3. Testing machine pressure gages shall have current calibration certification complying with ISO 9000 and ISO 10012 and traceable to NIST standards.

PART 3 - EXECUTION

3.1 RACEWAY APPLICATION

- A. Outdoors: Apply raceway products as specified below unless otherwise indicated:
 1. Exposed Conduit: GRC.
 2. Concealed Conduit, Aboveground: GRC.
 3. Underground Conduit: RNC, Type EPC-40-PVC.
 4. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC.
 5. Boxes and Enclosures, Aboveground: NEMA 250, Type 3R or Type 4SS as noted on plans.
- B. Indoors: Apply raceway products as specified below unless otherwise indicated:
 1. Exposed, Not Subject to Physical Damage: EMT.
 2. Concealed in Ceilings and Interior Walls and Partitions: EMT
 3. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC, except use LFMC in damp or wet locations.
 4. Damp or Wet Locations: GRC.
 5. Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 4 stainless steel in institutional and commercial kitchens and damp or wet locations.
- C. Minimum Raceway Size: 1/2-inch trade size.
- D. Raceway Fittings: Compatible with raceways and suitable for use and location.
 1. Rigid Steel Conduit: Use threaded rigid steel conduit fittings unless otherwise indicated. Comply with NEMA FB 2.10.
 2. EMT: Use setscrew steel fittings. Comply with NEMA FB 2.10.
 3. Flexible Conduit: Use only fittings listed for use with flexible conduit. Comply with NEMA FB 2.20.
- E. Install nonferrous conduit or tubing for circuits operating above 60 Hz. Where aluminum raceways are installed for such circuits and pass through concrete, install in nonmetallic sleeve.
- F. Do not install aluminum conduits, boxes, or fittings in contact with concrete or earth.
- G. Do not install nonmetallic conduit where ambient temperature exceeds 120 deg F.

SECTION 260533 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

3.2 INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except where requirements on Drawings or in this article are stricter. Comply with NECA 102 for aluminum conduits. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.
- B. Keep raceways at least 6 inches away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.
- C. Complete raceway installation before starting conductor installation.
- D. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for hangers and supports.
- E. Arrange stub-ups so curved portions of bends are not visible above finished slab.
- F. Install no more than the equivalent of three 90-degree bends in any conduit run except for control wiring conduits, for which fewer bends are allowed. Support within 12 inches of changes in direction.
- G. Conceal conduit and EMT within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.
- H. Support conduit within 12 inches of enclosures to which attached.
- I. Raceways Embedded in Slabs:
 - 1. Run conduit larger than 1-inch trade size, parallel or at right angles to main reinforcement. Where at right angles to reinforcement, place conduit close to slab support. Secure raceways to reinforcement at maximum 10-foot intervals.
 - 2. Arrange raceways to cross building expansion joints at right angles with expansion fittings.
 - 3. Arrange raceways to keep a minimum of 2 inches of concrete cover in all directions.
 - 4. Do not embed threadless fittings in concrete unless specifically approved by Architect for each specific location.
 - 5. Change from RNC, Type EPC-40-PVC TO EMT or GRC before rising above floor.
- J. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.
- K. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors including conductors smaller than No. 4 AWG.
- L. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to 1-1/4-inch trade size and insulated throat metal bushings on 1-1/2-inch trade size and larger conduits terminated with locknuts. Install insulated throat metal grounding bushings on service conduits.

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- M. Install raceways square to the enclosure and terminate at enclosures with locknuts. Install locknuts hand tight plus 1/4 turn more.
- N. Do not rely on locknuts to penetrate nonconductive coatings on enclosures. Remove coatings in the locknut area prior to assembling conduit to enclosure to assure a continuous ground path.
- O. Cut conduit perpendicular to the length. For conduits 2-inch trade size and larger, use roll cutter or a guide to make cut straight and perpendicular to the length.
- P. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb tensile strength. Leave at least 12 inches of slack at each end of pull wire. Cap underground raceways designated as spare above grade alongside raceways in use.
- Q. Install raceway sealing fittings at accessible locations according to NFPA 70 and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings according to NFPA 70.
- R. Install devices to seal raceway interiors at accessible locations. Locate seals so no fittings or boxes are between the seal and the following changes of environments. Seal the interior of all raceways at the following points:
 - 1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
 - 2. Where an underground service raceway enters a building or structure.
 - 3. Where otherwise required by NFPA 70.
- S. Comply with manufacturer's written instructions for solvent welding RNC and fittings.
- T. Expansion-Joint Fittings:
 - 1. Install in each run of aboveground RNC that is located where environmental temperature change may exceed 30 deg F and that has straight-run length that exceeds 25 feet. Install in each run of aboveground RMC conduit that is located where environmental temperature change may exceed 100 deg F and that has straight-run length that exceeds 100 feet.
 - 2. Install type and quantity of fittings that accommodate temperature change listed for each of the following locations:
 - a. Outdoor Locations Not Exposed to Direct Sunlight: 125 deg F temperature change.
 - b. Outdoor Locations Exposed to Direct Sunlight: 155 deg F temperature change.
 - c. Indoor Spaces Connected with Outdoors without Physical Separation: 125 deg F temperature change.
 - d. Attics: 135 deg F.
 - 3. Install fitting(s) that provide expansion and contraction for at least 0.00041 inch per foot of length of straight run per deg F of temperature change for PVC conduits. Install fitting(s) that provide expansion and contraction for at least 0.000078 inch per foot of length of straight run per deg F of temperature change for metal conduits.
 - 4. Install expansion fittings at all locations where conduits cross building or structure expansion joints.

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5. Install each expansion-joint fitting with position, mounting, and piston setting selected according to manufacturer's written instructions for conditions at specific location at time of installation. Install conduit supports to allow for expansion movement.
- U. Flexible Conduit Connections: Comply with NEMA RV 3. Use a maximum of 72 inches of flexible conduit for recessed and semirecessed luminaires, equipment subject to vibration, noise transmission, or movement; and for transformers and motors.
 1. Use LFMC in damp or wet locations subject to severe physical damage.
 2. Use LFMC in damp or wet locations not subject to severe physical damage.
- V. Mount boxes at heights indicated on Drawings. If mounting heights of boxes are not individually indicated, give priority to ADA requirements. Install boxes with height measured to center of box unless otherwise indicated.
- W. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for the purpose.
- X. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.

3.3 INSTALLATION OF UNDERGROUND CONDUIT

- A. Direct-Buried Conduit:
 1. Excavate trench bottom to provide firm and uniform support for conduit. Prepare trench bottom as specified in Division 3 for pipe less than 6 inches in nominal diameter.
 2. Install backfill as specified in Division 3."
 3. After installing conduit, backfill and compact. Start at tie-in point, and work toward end of conduit run, leaving conduit at end of run free to move with expansion and contraction as temperature changes during this process. Firmly hand tamp backfill around conduit to provide maximum supporting strength. After placing controlled backfill to within 12 inches of finished grade, make final conduit connection at end of run and complete backfilling with normal compaction as specified in Division 3."
 4. Install manufactured duct elbows for stub-ups at poles and equipment and at building entrances through floor unless otherwise indicated. Encase elbows for stub-up ducts throughout length of elbow.
 5. Install manufactured rigid steel conduit elbows for stub-ups at poles and equipment and at building entrances through floor.
 - a. Couple steel conduits to ducts with adapters designed for this purpose, and encase coupling with 3 inches of concrete for a minimum of 12 inches on each side of the coupling.
 - b. For stub-ups at equipment mounted on outdoor concrete bases and where conduits penetrate building foundations, extend steel conduit horizontally a minimum of 60 inches from edge of foundation or equipment base. Install insulated grounding bushings on terminations at equipment.
 6. Underground Warning Tape: Comply with requirements in Section 260553 "Identification for Electrical Systems."

SECTION 260533 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

3.4 INSTALLATION OF UNDERGROUND HANDHOLES AND BOXES

- A. Install handholes and boxes level and plumb and with orientation and depth coordinated with connecting conduits to minimize bends and deflections required for proper entrances.
- B. Unless otherwise indicated, support units on a level bed of crushed stone or gravel, graded from 1/2-inch sieve to No. 4 sieve and compacted to same density as adjacent undisturbed earth.
- C. Elevation: In paved areas, set so cover surface will be flush with finished grade. Set covers of other enclosures 1 inch above finished grade.
- D. Install handholes with bottom below frost line, below grade.
- E. Install removable hardware, including pulling eyes, cable stanchions, cable arms, and insulators, as required for installation and support of cables and conductors and as indicated. Select arm lengths to be long enough to provide spare space for future cables but short enough to preserve adequate working clearances in enclosure.
- F. Field-cut openings for conduits according to enclosure manufacturer's written instructions. Cut wall of enclosure with a tool designed for material to be cut. Size holes for terminating fittings to be used, and seal around penetrations after fittings are installed.

3.5 PROTECTION

- A. Protect coatings, finishes, and cabinets from damage and deterioration.
 - 1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
 - 2. Repair damage to PVC coatings or paint finishes with matching touchup coating recommended by manufacturer.

END OF SECTION 260533

SECTION 260553 - IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Identification for raceways.
 - 2. Identification of power and control cables.
 - 3. Identification for conductors.
 - 4. Underground-line warning tape.
 - 5. Warning labels and signs.
 - 6. Instruction signs.
 - 7. Equipment identification labels.
 - 8. Miscellaneous identification products.

1.2 ACTION SUBMITTALS

- A. Product Data: For each electrical identification product indicated.

1.3 QUALITY ASSURANCE

- A. Comply with ANSI A13.1.
- B. Comply with NFPA 70.
- C. Comply with 29 CFR 1910.144 and 29 CFR 1910.145.
- D. Comply with ANSI Z535.4 for safety signs and labels.
- E. Adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers, shall comply with UL 969.

PART 2 - PRODUCTS

2.1 POWER AND CONTROL RACEWAY IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway size.
- B. Colors for Raceways Carrying Circuits at 600 V or Less:
 - 1. Black letters on an orange field.
 - 2. Legend: Indicate voltage and system or service type.

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- C. Vinyl Labels for Raceways Carrying Circuits at 600 V or Less: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound clear adhesive tape for securing ends of legend label.

2.2 ARMORED AND METAL-CLAD CABLE IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each cable size.
- B. Colors for Cables Carrying Circuits at 600 V and Less:
 - 1. Black letters on an orange field.
 - 2. Legend: Indicate voltage and system or service type.
- C. Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound clear adhesive tape for securing ends of legend label.
- D. Self-Adhesive Vinyl Tape: Colored, heavy duty, waterproof, fade resistant; 2 inches wide; compounded for outdoor use.
- E. Heat-Shrink Preprinted Tubes: Flame-retardant polyolefin tube with machine-printed identification label. Sized to suit diameter of and shrinks to fit firmly around cable it identifies. Full shrink recovery at a maximum of 200 deg F. Comply with UL 224.

2.3 POWER AND CONTROL CABLE IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway and cable size.
- B. Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound clear adhesive tape for securing ends of legend label.
- C. Self-Adhesive, Self-Laminating Polyester Labels: Preprinted, 3-mil thick flexible label with acrylic pressure-sensitive adhesive that provides a clear, weather- and chemical-resistant, self-laminating, protective shield over the legend. Labels sized to fit the cable diameter such that the clear shield overlaps the entire printed legend.
- D. Heat-Shrink Preprinted Tubes: Flame-retardant polyolefin tube with machine-printed identification label. Sized to suit diameter of and shrinks to fit firmly around cable it identifies. Full shrink recovery at a maximum of 200 deg F. Comply with UL 224.
- E. Snap-Around Labels: Slit, pretensioned, flexible, preprinted, color-coded acrylic sleeve, with diameter sized to suit diameter of cable it identifies and to stay in place by gripping action.
- F. Snap-Around, Color-Coding Bands: Slit, pretensioned, flexible, solid-colored acrylic sleeve, 2 inches long, with diameter sized to suit diameter of cable it identifies and to stay in place by gripping action.

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2.4 CONDUCTOR IDENTIFICATION MATERIALS

- A. Color-Coding Conductor Tape: Colored, self-adhesive vinyl tape not less than 3 mils thick by 1 to 2 inches wide.
- B. Self-Adhesive, Self-Laminating Polyester Labels: Preprinted, 3-mil- thick flexible label with acrylic pressure-sensitive adhesive that provides a clear, weather- and chemical- resistant, self-laminating, protective shield over the legend. Labels sized to fit the conductor diameter such that the clear shield overlaps the entire printed legend.
- C. Heat-Shrink Preprinted Tubes: Flame-retardant polyolefin tube with machine-printed identification label. Sized to suit diameter of and shrinks to fit firmly around conductor it identifies. Full shrink recovery at a maximum of 200 deg F. Comply with UL 224.
- D. Marker Tapes: Vinyl or vinyl-cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.

2.5 WARNING LABELS AND SIGNS

- A. Comply with NFPA 70 and 29 CFR 1910.145.
- B. Self-Adhesive Warning Labels: Factory-printed, multicolor, pressure-sensitive adhesive labels, configured for display on front cover, door, or other access to equipment unless otherwise indicated.
- C. Baked-Enamel Warning Signs:
 - 1. Preprinted aluminum signs, punched or drilled for fasteners, with colors, legend, and size required for application.
 - 2. 1/4-inch grommets in corners for mounting.
 - 3. Nominal size, 7 by 10 inches.
- D. Metal-Backed, Butyrate Warning Signs:
 - 1. Weather-resistant, nonfading, preprinted, cellulose-acetate butyrate signs with 0.0396-inch galvanized-steel backing; and with colors, legend, and size required for application.
 - 2. 1/4-inch grommets in corners for mounting.
 - 3. Nominal size, 10 by 14 inches.
- E. Warning label and sign shall include, but are not limited to, the following legends:
 - 1. Multiple Power Source Warning: "DANGER - ELECTRICAL SHOCK HAZARD - EQUIPMENT HAS MULTIPLE POWER SOURCES."
 - 2. Workspace Clearance Warning: "WARNING - OSHA REGULATION - AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 36 INCHES."

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2.6 INSTRUCTION SIGNS

- A. Engraved, laminated acrylic or melamine plastic, minimum 1/16 inch thick for signs up to 20 sq. inches and 1/8 inch thick for larger sizes.
 - 1. Engraved legend with black letters on white face.
 - 2. Punched or drilled for mechanical fasteners.
 - 3. Framed with mitered acrylic molding and arranged for attachment at applicable equipment.
- B. Adhesive Film Label: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch.
- C. Adhesive Film Label with Clear Protective Overlay: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch. Overlay shall provide a weatherproof and UV-resistant seal for label.

2.7 EQUIPMENT IDENTIFICATION LABELS

- A. Adhesive Film Label with Clear Protective Overlay: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch. Overlay shall provide a weatherproof and UV-resistant seal for label.
- B. Self-Adhesive, Engraved, Laminated Acrylic or Melamine Label: Adhesive backed, with white letters on a dark-gray background. Minimum letter height shall be 3/8 inch.
- C. Stenciled Legend: In nonfading, waterproof, black ink or paint. Minimum letter height shall be 1 inch.

2.8 MISCELLANEOUS IDENTIFICATION PRODUCTS

- A. Paint: Comply with requirements in painting Sections for paint materials and application requirements. Select paint system applicable for surface material and location (exterior or interior).
- B. Fasteners for Labels and Signs: Self-tapping, stainless-steel screws or stainless-steel machine screws with nuts and flat and lock washers.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Location: Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment.
- B. Apply identification devices to surfaces that require finish after completing finish work.

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- C. Self-Adhesive Identification Products: Clean surfaces before application, using materials and methods recommended by manufacturer of identification device.
- D. Attach signs and plastic labels that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.
- E. Attach plastic raceway and cable labels that are not self-adhesive type with clear vinyl tape with adhesive appropriate to the location and substrate.
- F. System Identification Color-Coding Bands for Raceways and Cables: Each color-coding band shall completely encircle cable or conduit. Place adjacent bands of two-color markings in contact, side by side. Locate bands at changes in direction, at penetrations of walls and floors, at 50-foot maximum intervals in straight runs, and at 25-foot maximum intervals in congested areas.
- G. Underground-Line Detectable Warning Tape: During backfilling of trenches install continuous underground-line warning tape directly above line at 6 to 8 inches below finished grade. Use multiple tapes where width of multiple lines installed in a common trench or concrete envelope exceeds 16 inches overall.
- H. Painted Identification: Comply with requirements in painting Sections for surface preparation and paint application.

3.2 IDENTIFICATION SCHEDULE

- A. Accessible Raceways and Metal-Clad Cables, 600 V or Less, for Service, Feeder, and Branch Circuits More Than 30 A, and 120 V to ground: Install labels at 30-foot maximum intervals.
- B. Accessible Raceways and Cables within Buildings: Identify the covers of each junction and pull box of the following systems with self-adhesive vinyl labels with the wiring system legend and system voltage. System legends shall be as follows:
 - 1. Power.
- C. Power-Circuit Conductor Identification: For secondary conductors No. 1/0 AWG and larger in vaults, pull and junction boxes, manholes, and handholes use color-coding conductor tape. Identify source and circuit number of each set of conductors. For single conductor cables, identify phase in addition to the above.
- D. Power-Circuit Conductor Identification, 600 V or Less: For conductors in vaults, pull and junction boxes, manholes, and handholes, use color-coding conductor tape to identify the phase.
 - 1. Color-Coding for Phase and Voltage Level Identification, 600 V or Less: Use colors listed below for ungrounded service feeder and branch-circuit conductors.
 - a. Color shall be factory applied or field applied for sizes larger than No. 8 AWG, if authorities having jurisdiction permit.

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- b. Colors for 208/120-V Circuits:
 - 1) Phase A: Black.
 - 2) Phase B: Red.
 - 3) Phase C: Blue.
- c. Colors for 480/277-V Circuits:
 - 1) Phase A: Brown.
 - 2) Phase B: Orange.
 - 3) Phase C: Yellow.
- d. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches from terminal points and in boxes where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding. Locate bands to avoid obscuring factory cable markings.
- E. Install instructional sign including the color-code for grounded and ungrounded conductors using adhesive-film-type labels.
- F. Control-Circuit Conductor Identification: For conductors and cables in pull and junction boxes, manholes, and handholes, use write-on tags with the conductor or cable designation, origin, and destination.
- G. Control-Circuit Conductor Termination Identification: For identification at terminations provide heat-shrink preprinted tubes with the conductor designation.
- H. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, and signal connections.
 - 1. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, and pull points. Identify by system and circuit designation.
 - 2. Use system of marker tape designations that is uniform and consistent with system used by manufacturer for factory-installed connections.
 - 3. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual.
- I. Locations of Underground Lines: Identify with underground-line detectable warning tape for power, lighting, communication, and control wiring and optical fiber cable.
 - 1. Limit use of underground-line warning tape to direct-buried cables.
 - 2. Install underground-line warning tape for both direct-buried cables and cables in raceway.
- J. Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power and Lighting: Self-adhesive warning labels.
 - 1. Comply with 29 CFR 1910.145.
 - 2. Identify system voltage with black letters on an orange background.
 - 3. Apply to exterior of door, cover, or other access.
 - 4. For equipment with multiple power or control sources, apply to door or cover

SECTION 260553 - IDENTIFICATION FOR ELECTRICAL SYSTEMS

of equipment including, but not limited to, the following:

- a. Power transfer switches.
 - b. Controls with external control power connections.
- K. Operating Instruction Signs: Install instruction signs to facilitate proper operation and maintenance of electrical systems and items to which they connect. Install instruction signs with approved legend where instructions are needed for system or equipment operation.
- L. Emergency Operating Instruction Signs: Install instruction signs with white legend on a red background with minimum 3/8-inch- high letters for emergency instructions at equipment used for power transfer and load shedding.
- M. Equipment Identification Labels: On each unit of equipment, install unique designation label that is consistent with wiring diagrams, schedules, and the Operation and Maintenance Manual. Apply labels to disconnect switches and protection equipment, central or master units, control panels, control stations, terminal cabinets, and racks of each system. Systems include power, lighting, control, communication, signal, monitoring, and alarm systems unless equipment is provided with its own identification.
1. Labeling Instructions:
 - a. Indoor Equipment: Unless otherwise indicated, provide a single line of text with 1/2-inch- high letters on 1-1/2-inch- high label; where two lines of text are required, use labels 2 inches high.
 - b. Outdoor Equipment: Engraved, laminated acrylic or melamine label Stenciled legend 4 inches high.
 - c. Elevated Components: Increase sizes of labels and letters to those appropriate for viewing from the floor.
 - d. Unless provided with self-adhesive means of attachment, fasten labels with appropriate mechanical fasteners that do not change the NEMA or NRTL rating of the enclosure.
 2. Equipment to Be Labeled:
 - a. Panelboards, electrical cabinets, and enclosures.
 - b. [Distribution panelboards and Switchboards – label each circuit breaker.](#)
 - c. Access doors and panels for concealed electrical items.
 - d. Electrical switchgear and switchboards.
 - e. Disconnect switches.
 - f. Enclosed circuit breakers.

3.3 INSTALLATION

Verify identity of each item before installing identification products.

END OF SECTION 260553

SECTION 260572 - OVERCURRENT PROTECTIVE DEVICE SHORT-CIRCUIT STUDY

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 a computer-based, fault-current study to determine the minimum interrupting capacity of circuit protective devices.

1.3 DEFINITIONS

- A. 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.
- B. One-Line Diagram: A diagram which shows, by means of single lines and graphic symbols, the course of an electric circuit or system of circuits and the component devices or parts used therein.
- C. Protective Device: A device that senses when an abnormal current flow exists and then removes the affected portion from the system.
- D. SCCR: Short-circuit current rating.
- E. Service: The conductors and equipment for delivering electric energy from the serving utility to the wiring system of the premises served.

1.4 ACTION SUBMITTALS

- A. Product Data: For computer software program to be used for studies.
- B. Other Action Submittals: Submit the following after the approval of system protective devices submittals. Submittals may be in digital form.
 - 1. Short-circuit study input data, including completed computer program input data sheets.
 - 2. Short-circuit study and equipment evaluation report; signed, dated, and sealed by a qualified professional engineer.
 - a. Submit study report for action prior to receiving final approval of the distribution equipment submittals. If formal completion of studies will cause delay in equipment manufacturing, obtain approval from Architect for preliminary submittal of sufficient study data to ensure that the selection of devices and associated characteristics is satisfactory.

SECTION 260572 - OVERCURRENT PROTECTIVE DEVICE SHORT-CIRCUIT STUDY

- b. Revised single-line diagram, reflecting field investigation results and results of short-circuit study.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Short-Circuit Study Software Developer and Short-Circuit Study Specialist.
- B. Product Certificates: For short-circuit study software, certifying compliance with IEEE 399.

1.6 QUALITY ASSURANCE

- A. Studies shall use computer programs that are distributed nationally and are in wide use. Software algorithms shall comply with requirements of standards and guides specified in this Section. Manual calculations are unacceptable.
- B. Short-Circuit Study Software Developer Qualifications: An entity that owns and markets computer software used for studies, having performed successful studies of similar magnitude on electrical distribution systems using similar devices.
 - 1. The computer program shall be developed under the charge of a licensed professional engineer who holds IEEE Computer Society's Certified Software Development Professional certification.
- C. Short-Circuit Study Specialist Qualifications: Professional engineer in charge of performing the study and documenting recommendations, licensed in the state where Project is located. All elements of the study shall be performed under the direct supervision and control of this professional engineer.
- A. Coordination-Study Specialist Qualifications: An organization experienced in the application of computer software used for studies having performed successful studies of similar magnitude on electrical distribution systems using similar devices and being in this type service/business for at least 10 years.

PART 2 - PRODUCTS

2.1 COMPUTER SOFTWARE

- A. Computer Software Developers: Subject to compliance with requirements, provide computer software programs developed by one of the following:
 - 1. CYME International, Inc.
 - 2. EDSA Micro Corporation.
 - 3. Electrical Systems Analysis, Inc.
 - 4. SKM Systems Analysis, Inc.
- B. Comply with IEEE 399 and IEEE 551.

SECTION 260572 - OVERCURRENT PROTECTIVE DEVICE SHORT-CIRCUIT STUDY

- C. Analytical features of fault-current-study computer software program shall have the capability to calculate "mandatory," "very desirable," and "desirable" features as listed in IEEE 399.
- D. Computer software program shall be capable of plotting and diagramming time-current-characteristic curves as part of its output.

2.2 SHORT-CIRCUIT STUDY REPORT CONTENTS

- A. Executive summary.
- B. Study descriptions, purpose, basis, and scope. Include case descriptions, definition of terms, and guide for interpretation of the computer printout.
- C. One-line diagram, showing the following:
 - 1. Protective device designations and ampere ratings.
 - 2. Cable size and lengths.
 - 3. Transformer kilovolt ampere (kVA) and voltage ratings.
 - 4. Motor and generator designations and kVA ratings.
 - 5. Switchgear, switchboard, motor-control center, and panelboard designations.
- D. Comments and recommendations for system improvements, where needed.
- E. Protective Device Evaluation:
 - 1. Evaluate equipment and protective devices and compare to short-circuit ratings.
 - 2. Tabulations of circuit breaker, fuse, and other protective device ratings versus calculated short-circuit duties.
 - 3. For 600-V overcurrent protective devices, ensure that interrupting ratings are equal to or higher than calculated 1/2-cycle symmetrical fault current.
 - 4. For devices and equipment rated for asymmetrical fault current, apply multiplication factors listed in the standards to 1/2-cycle symmetrical fault current.
 - 5. Verify adequacy of phase conductors at maximum three-phase bolted fault currents; verify adequacy of equipment grounding conductors and grounding electrode conductors at maximum ground-fault currents. Ensure that short-circuit withstand ratings are equal to or higher than calculated 1/2-cycle symmetrical fault current.
- F. Short-Circuit Study Input Data: As described in "Power System Data" Article in the Evaluations.
- G. Short-Circuit Study Output:
 - 1. Low-Voltage Fault Report: Three-phase and unbalanced fault calculations, showing the following for each overcurrent device location:
 - a. Voltage.
 - b. Calculated fault-current magnitude and angle.
 - c. Fault-point X/R ratio.
 - d. Equivalent impedance.

SECTION 260572 - OVERCURRENT PROTECTIVE DEVICE SHORT-CIRCUIT STUDY

2. Momentary Duty Report: Three-phase and unbalanced fault calculations, showing the following for each overcurrent device location:
 - a. Voltage.
 - b. Calculated symmetrical fault-current magnitude and angle.
 - c. Fault-point X/R ratio.
 - d. Calculated asymmetrical fault currents:
 - 1) Based on fault-point X/R ratio.
 - 2) Based on calculated symmetrical value multiplied by 1.6.
 - 3) Based on calculated symmetrical value multiplied by 2.7.
3. Interrupting Duty Report: Three-phase and unbalanced fault calculations, showing the following for each overcurrent device location:
 - a. Voltage.
 - b. Calculated symmetrical fault-current magnitude and angle.
 - c. Fault-point X/R ratio.
 - d. No AC Decrement (NACD) ratio.
 - e. Equivalent impedance.
 - f. Multiplying factors for 2-, 3-, 5-, and 8-cycle circuit breakers rated on a symmetrical basis.
 - g. Multiplying factors for 2-, 3-, 5-, and 8-cycle circuit breakers rated on a total basis.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Obtain all data necessary for the conduct of the study.
 1. Verify completeness of data supplied on the one-line diagram. Call any discrepancies to the attention of Architect.
 2. For equipment provided that is Work of this Project, use characteristics submitted under the provisions of action submittals and information submittals for this Project.
 3. For relocated equipment that which is existing to remain, obtain required electrical distribution system data by field investigation and surveys, conducted by qualified technicians and engineers. The qualifications of technicians and engineers shall be qualified as defined by NFPA 70E.
- B. Gather and tabulate the following input data to support the short-circuit study. Comply with recommendations in IEEE 551 as to the amount of detail that is required to be acquired in the field. Field data gathering shall be under the direct supervision and control of the engineer in charge of performing the study, and shall be by the engineer or its representative who holds NETA ETT Level III certification or NICET Electrical Power Testing Level III certification.
 1. Product Data for Project's overcurrent protective devices involved in overcurrent protective device coordination studies. Use equipment designation tags that are consistent with electrical distribution system diagrams, overcurrent protective device submittals, input and output data, and recommended device settings.

SECTION 260572 - OVERCURRENT PROTECTIVE DEVICE SHORT-CIRCUIT STUDY

2. Obtain electrical power utility impedance at the service.
3. Power sources and ties.
4. For transformers, include kVA, primary and secondary voltages, connection type, impedance, X/R ratio, taps measured in percent, and phase shift.
5. For reactors, provide manufacturer and model designation, voltage rating, and impedance.
6. For circuit breakers and fuses, provide manufacturer and model designation. List type of breaker, type of trip, SCCR, current rating, and breaker settings.
7. Generator short-circuit current contribution data, including short-circuit reactance, rated kVA, rated voltage, and X/R ratio.
8. Busway manufacturer and model designation, current rating, impedance, lengths, and conductor material.
9. Motor horsepower and NEMA MG 1 code letter designation.
10. Cable sizes, lengths, number, conductor material and conduit material (magnetic or nonmagnetic).

3.2 SHORT-CIRCUIT STUDY

- A. Perform study following the general study procedures contained in IEEE 399.
- B. Calculate short-circuit currents according to IEEE 551.
- C. Base study on the device characteristics supplied by device manufacturer.
- D. The extent of the electrical power system to be studied is indicated on Drawings.
- E. Begin short-circuit current analysis at the service, extending down to the system overcurrent protective devices as follows:
 1. To normal system low-voltage load buses where fault current is 10 kA or less.
 2. Exclude equipment rated 240-V ac or less when supplied by a single transformer rated less than 125 kVA.
- F. Study electrical distribution system from normal and alternate power sources throughout electrical distribution system for Project. Study all cases of system-switching configurations and alternate operations that could result in maximum fault conditions.
- G. The calculations shall include the ac fault-current decay from induction motors, synchronous motors, and asynchronous generators and shall apply to low- and medium-voltage, three-phase ac systems. The calculations shall also account for the fault-current dc decrement, to address the asymmetrical requirements of the interrupting equipment.
 1. For grounded systems, provide a bolted line-to-ground fault-current study for areas as defined for the three-phase bolted fault short-circuit study.
- H. Calculate short-circuit momentary and interrupting duties for a three-phase bolted fault at each of the following:
 1. Electric utility's supply termination point.
 2. Incoming switchgear.

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3. Unit substation primary and secondary terminals.
4. Low-voltage switchgear.
5. Motor-control centers.
6. Control panels.
7. Standby generators and automatic transfer switches.
8. Branch circuit panelboards.
9. Disconnect switches.

3.3 ADJUSTING

- A. Make minor modifications to equipment as required to accomplish compliance with short-circuit study.

3.4 DEMONSTRATION

- A. Train Owner's operating and maintenance personnel in the use of study results.

END OF SECTION 260572

SECTION 260574 - OVERCURRENT PROTECTIVE DEVICE ARC-FLASH STUDY

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 a computer-based, arc-flash study to determine the arc-flash hazard distance and the incident energy to which personnel could be exposed during work on or near electrical equipment.

1.3 DEFINITIONS

- A. 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.
- B. One-Line Diagram: A diagram which shows, by means of single lines and graphic symbols, the course of an electric circuit or system of circuits and the component devices or parts used therein.
- C. Protective Device: A device that senses when an abnormal current flow exists and then removes the affected portion from the system.
- D. SCCR: Short-circuit current rating.
- E. Service: The conductors and equipment for delivering electric energy from the serving utility to the wiring system of the premises served.

1.4 ACTION SUBMITTALS

- A. Product Data: For computer software program to be used for studies.
- B. Other Action Submittals: Submit the following submittals after the approval of system protective devices submittals. Submittals may be in digital form.
 - 1. Arc-flash study input data, including completed computer program input data sheets.
 - 2. Arc-flash study report; signed, dated, and sealed by a qualified professional engineer.
 - a. Submit study report for action prior to receiving final approval of the distribution equipment submittals. If formal completion of studies will cause delay in equipment manufacturing, obtain approval from Architect for preliminary submittal of sufficient study data to ensure that the selection of devices and associated characteristics is satisfactory.

SECTION 260574 - OVERCURRENT PROTECTIVE DEVICE ARC-FLASH STUDY

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Arc-Flash Study Software Developer and Arc-Flash Study Specialist.
- B. Product Certificates: For arc-flash hazard analysis software, certifying compliance with IEEE 1584 and NFPA 70E.

1.6 CLOSEOUT SUBMITTALS

- A. Maintenance procedures according to requirements in NFPA 70E shall be provided in the equipment manuals.
- B. Operation and Maintenance Procedures: In addition to items specified in Section 017823 "Operation and Maintenance Data," provide maintenance procedures for use by Owner's personnel that comply with requirements in NFPA 70E.

1.7 QUALITY ASSURANCE

- A. Studies shall use computer programs that are distributed nationally and are in wide use. Software algorithms shall comply with requirements of standards and guides specified in this Section. Manual calculations are unacceptable.
- B. Arc-Flash Study Software Developer Qualifications: An entity that owns and markets computer software used for studies, having performed successful studies of similar magnitude on electrical distribution systems using similar devices.
 - 1. The computer program shall be developed under the charge of a licensed professional engineer who holds IEEE Computer Society's Certified Software Development Professional certification.
- C. Arc-Flash Study Specialist Qualifications: Professional engineer in charge of performing the study, analyzing the arc flash, and documenting recommendations, licensed in the state where Project is located. All elements of the study shall be performed under the direct supervision and control of this professional engineer.
- D. Coordination-Study Specialist Qualifications: An organization experienced in the application of computer software used for studies having performed successful studies of similar magnitude on electrical distribution systems using similar devices and being in this type service/business for at least 10 years.

PART 2 - PRODUCTS

2.1 COMPUTER SOFTWARE DEVELOPERS

- A. Computer Software Developers: Subject to compliance with requirements, provide computer software programs developed by one of the following:
 - 1. CYME International, Inc.

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2. EDSA Micro Corporation.
3. Electrical Systems Analysis, Inc.
4. SKM Systems Analysis, Inc.

B. Comply with IEEE 1584 and NFPA 70E.

C. Analytical features of device coordination study computer software program shall have the capability to calculate "mandatory," "very desirable," and "desirable" features as listed in IEEE 399.

2.2 ARC-FLASH STUDY REPORT CONTENT

A. Executive summary.

B. Study descriptions, purpose, basis and scope.

C. One-line diagram, showing the following:

1. Protective device designations and ampere ratings.
2. Cable size and lengths.
3. Transformer kilovolt ampere (kVA) and voltage ratings.
4. Motor and generator designations and kVA ratings.
5. Switchgear, switchboard, motor-control center and panelboard designations.

D. Study Input Data: As described in "Power System Data" Article.

E. Short-Circuit Study Output: As specified in "Short Circuit Study Output" Paragraph in "Short-Circuit Study Report Contents" Article in Section 260572 "Overcurrent Protective Device Short-Circuit Study."

F. Protective Device Coordination Study Report Contents: As specified in "Protective Device Coordination Study Report Contents" Article in Section 260573 "Overcurrent Protective Device Coordination Study."

G. Arc-Flash Study Output:

1. Interrupting Duty Report: Three-phase and unbalanced fault calculations, showing the following for each overcurrent device location:
 - a. Voltage.
 - b. Calculated symmetrical fault-current magnitude and angle.
 - c. Fault-point X/R ratio.
 - d. No AC Decrement (NACD) ratio.
 - e. Equivalent impedance.
 - f. Multiplying factors for 2-, 3-, 5-, and 8-cycle circuit breakers rated on a symmetrical basis.
 - g. Multiplying factors for 2-, 3-, 5-, and 8-cycle circuit breakers rated on a total basis.

H. Incident Energy and Flash Protection Boundary Calculations:

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1. Arcing fault magnitude.
 2. Protective device clearing time.
 3. Duration of arc.
 4. Arc-flash boundary.
 5. Working distance.
 6. Incident energy.
 7. Hazard risk category.
 8. Recommendations for arc-flash energy reduction.
- I. Fault study input data, case descriptions, and fault-current calculations including a definition of terms and guide for interpretation of the computer printout.

2.3 ARC-FLASH WARNING LABELS

- A. Comply with requirements in Section 260553 "Identification for Electrical Systems." Produce a 3.5-by-5-inch thermal transfer label of high-adhesion polyester for each work location included in the analysis.
- B. The label shall have an orange header with the wording, "WARNING, ARC-FLASH HAZARD," and shall include the following information taken directly from the arc-flash hazard analysis:
1. Location designation.
 2. Nominal voltage.
 3. Flash protection boundary.
 4. Hazard risk category.
 5. Incident energy.
 6. Working distance.
 7. Engineering report number, revision number, and issue date.
- C. Labels shall be machine printed, with no field-applied markings.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine Project overcurrent protective device submittals. Proceed with arc-flash study only after relevant equipment submittals have been assembled. Overcurrent protective devices that have not been submitted and approved prior to arc-flash study may not be used in study.

3.2 ARC-FLASH HAZARD ANALYSIS

- A. Comply with NFPA 70E and its Annex D for hazard analysis study.
- B. Preparatory Studies:

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1. Short-Circuit Study Output: As specified in "Short-Circuit Study Output" Paragraph in "Short-Circuit Study Report Contents" Article in Section 260572 "Overcurrent Protective Device Short-Circuit Study."
 2. Protective Device Coordination Study Report Contents: As specified in "Protective Device Coordination Study Report Contents" Article in Section 260573 "Overcurrent Protective Device Coordination Study."
- C. Calculate maximum and minimum contributions of fault-current size.
1. The minimum calculation shall assume that the utility contribution is at a minimum and shall assume no motor load.
 2. The maximum calculation shall assume a maximum contribution from the utility and shall assume motors to be operating under full-load conditions.
- D. Calculate the arc-flash protection boundary and incident energy at locations in the electrical distribution system where personnel could perform work on energized parts.
- E. Include medium- and low-voltage equipment locations, except equipment rated 240-V ac or less fed from transformers less than 125 kVA.
- F. Safe working distances shall be specified for calculated fault locations based on the calculated arc-flash boundary, considering incident energy of 1.2 cal/sq.cm.
- G. Incident energy calculations shall consider the accumulation of energy over time when performing arc-flash calculations on buses with multiple sources. Iterative calculations shall take into account the changing current contributions, as the sources are interrupted or decremented with time. Fault contribution from motors and generators shall be decremented as follows:
1. Fault contribution from induction motors should not be considered beyond three to five cycles.
 2. Fault contribution from synchronous motors and generators should be decayed to match the actual decrement of each as closely as possible (e.g., contributions from permanent magnet generators will typically decay from 10 per unit to three per unit after 10 cycles).
- H. Arc-flash computation shall include both line and load side of a circuit breaker as follows:
1. When the circuit breaker is in a separate enclosure.
 2. When the line terminals of the circuit breaker are separate from the work location.
- I. Base arc-flash calculations on actual overcurrent protective device clearing time. Cap maximum clearing time at two seconds based on IEEE 1584, Section B.1.2.

3.3 POWER SYSTEM DATA

- A. Obtain all data necessary for the conduct of the arc-flash hazard analysis.
1. Verify completeness of data supplied on the one-line diagram on Drawings and under "Preparatory Studies" Paragraph in "Arc-Flash Hazard Analysis" Article. Call discrepancies to the attention of Architect.

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2. For new equipment, use characteristics submitted under the provisions of action submittals and information submittals for this Project.
 3. For existing equipment, whether or not relocated, obtain required electrical distribution system data by field investigation and surveys, conducted by qualified technicians and engineers.
- B. Electrical Survey Data: Gather and tabulate the following input data to support study. Comply with recommendations in IEEE 1584 and NFPA 70E as to the amount of detail that is required to be acquired in the field. Field data gathering shall be under the direct supervision and control of the engineer in charge of performing the study, and shall be by the engineer or its representative who holds NETA ETT Level III certification or NICET Electrical Power Testing Level III certification.
1. Product Data for overcurrent protective devices specified in other Sections and involved in overcurrent protective device coordination studies. Use equipment designation tags that are consistent with electrical distribution system diagrams, overcurrent protective device submittals, input and output data, and recommended device settings.
 2. Obtain electrical power utility impedance at the service.
 3. Power sources and ties.
 4. Short-circuit current at each system bus, three phase and line-to-ground.
 5. Full-load current of all loads.
 6. Voltage level at each bus.
 7. For transformers, include kVA, primary and secondary voltages, connection type, impedance, X/R ratio, taps measured in per cent, and phase shift.
 8. For reactors, provide manufacturer and model designation, voltage rating and impedance.
 9. For circuit breakers and fuses, provide manufacturer and model designation. List type of breaker, type of trip and available range of settings, SCCR, current rating, and breaker settings.
 10. Generator short-circuit current contribution data, including short-circuit reactance, rated kVA, rated voltage, and X/R ratio.
 11. For relays, provide manufacturer and model designation, current transformer ratios, potential transformer ratios, and relay settings.
 12. Busway manufacturer and model designation, current rating, impedance, lengths, and conductor material.
 13. Motor horsepower and NEMA MG 1 code letter designation.
 14. Low-voltage cable sizes, lengths, number, conductor material and conduit material (magnetic or nonmagnetic).
 15. Medium-voltage cable sizes, lengths, conductor material, and cable construction and metallic shield performance parameters.

3.4 LABELING

- A. Apply one arc-flash label for 600-V ac, 480-V ac, and applicable 208-V ac panelboards and disconnects and for each of the following locations:
1. Motor-control center.
 2. Low-voltage switchboard.
 3. Switchgear.
 4. Medium-voltage switch.
 5. Control panel.

SECTION 260574 - OVERCURRENT PROTECTIVE DEVICE ARC-FLASH STUDY

3.5 APPLICATION OF WARNING LABELS

- A. Install the arc-fault warning labels under the direct supervision and control of the Arc-Flash Study Specialist.

3.6 DEMONSTRATION

- A. Engage the Arc-Flash Study Specialist to train Owner's maintenance personnel in the potential arc-flash hazards associated with working on energized equipment and the significance of the arc-flash warning labels.

END OF SECTION 260574

SECTION 260800 - COMMISSIONING OF ELECTRICAL SYSTEMS

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 commissioning process requirements for the following MEP systems, assemblies, and equipment:
 - 1. Electrical and Electrically powered equipment.
- B. Related Requirements:
 - 1. Section 019113 "General Commissioning Requirements" for general commissioning process requirements and Commissioning Coordinator responsibilities.

1.3 DEFINITIONS

- A. Refer to Section 019113 "General Commissioning Requirements" for additional definitions and assignment of responsibilities.

1.4 CONTRACTOR'S RESPONSIBILITIES

- A. Refer to Section 019113 "General Commissioning Requirements".
- B. Perform commissioning tests at the direction of the CxA.
- C. Attend construction phase controls coordination meeting.
- D. Participate in electrical systems, assemblies, equipment, and component maintenance orientation and inspection.
- E. Provide information requested by the CxA for final commissioning documentation.
- F. Provide measuring instruments and logging devices to record test data, and provide data acquisition equipment to record data for complete range of testing for the required test period.
- G. Provide Project-specific construction checklists and commissioning process test procedures for actual electrical systems, assemblies, equipment, and components to be furnished and installed as part of the construction contract.
- H. Direct and coordinate commissioning testing among subcontractors, suppliers, and vendors.

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- I. Verify testing and adjusting of Work are complete.
- J. Provide test data, inspection reports, and certificates in Systems Manual.

1.5 COMMISSIONING DOCUMENTATION

- A. Provide the following information to the CxA for inclusion in the commissioning plan:
 - 1. Plan for delivery and review of systems manuals, and other documents and reports.
 - 2. Identification of installed systems, assemblies, equipment, and components including design changes that occurred during the construction phase.
 - 3. Process and schedule for completing construction checklists and manufacturer's pre-start and startup checklists for electrical systems, assemblies, equipment, and components to be verified and tested.
 - 4. Certificate of completion certifying that installation, pre-start checks, and startup procedures have been completed.
 - 5. Certificate of readiness certifying that electrical systems, subsystems, equipment, and associated controls are ready for testing.
 - 6. Test and inspection reports and certificates.
 - 7. Corrective action documents.

1.6 INFORMATIONAL SUBMITTALS

- A. Construction Checklists: See related Sections for technical requirements, and generate construction checklists for the following:
 - 1. Revise list of construction checklists below to suit Project. Coordinate list with appropriate related Sections' content. Below are examples of common construction checklists.
 - 2. Electrical gear.
- B. Certificates of readiness.
- C. Certificates of completion of installation, pre-start, and startup activities.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 GENERAL REQUIREMENTS

- A. Refer to Section 019113 "General Commissioning Requirements".

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3.2 SYSTEMS READINESS CHECKLISTS

- A. Construction Checklists: Assist CxA in the preparation of detailed Systems Readiness checklists for systems, subsystems, equipment, and components.
 - 1. Contributors to the development of checklists shall include, but are not limited to:
 - a. Systems and equipment installers.
 - b. Electrical technicians.
- B. Contractor shall conduct Systems Readiness Testing to document compliance with installation and Systems Readiness checklists prepared by Commissioning Authority for Division-26 items.
- C. Refer to Section 019113 "General Commissioning Requirements" for issues relating to Systems Readiness checklists and testing, description of process, details on non-conformance issues relating to pre-functional checklists and test.
- D. Contractor shall participate in Pre-Functional testing activities to document electrical work associated with mechanical and plumbing systems.

3.3 SYSTEM START-UP

- A. Contractor is solely responsible for system start-up. CxA may, at his discretion, witness start up procedures, but will not perform any Functional Testing of systems until Contractor has completed start-up and resolved all operating deficiencies.

3.4 TESTING PREPARATION

- A. Certify that electrical systems, subsystems, and equipment have been installed, calibrated, and started and are operating according to the Contract Documents.
- B. Certify that electrical instrumentation and control systems have been completed and calibrated, that they are operating according to the Contract Documents and approved Shop Drawings and submittals, and that pretest set points have been recorded.
- C. Set systems, subsystems, and equipment into operating mode to be tested according to approved test procedures (e.g., normal shutdown, normal auto position, normal manual position, unoccupied cycle, and alarm conditions).
- D. Inspect and verify the position of each device and interlocks identified on checklists.
- E. Check safety cutouts, alarms, and interlocks with smoke control and life-safety systems during each mode of operation.
- F. Testing Instrumentation: Install measuring instruments and logging devices to record test data as required.

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3.5 GENERAL TESTING REQUIREMENTS

- A. Provide technicians, instrumentation, and tools to perform commissioning test at the direction of the CxA.
- B. Test all operating modes, interlocks, control responses, and responses to abnormal or emergency conditions, and verify proper response of automation system controllers and sensors.
- C. Tests will be performed using design conditions whenever possible.
- D. Simulated conditions may need to be imposed using an artificial load when it is not practical to test under design conditions. Before simulating conditions, calibrate testing instruments. Provide equipment to simulate loads. Set simulated conditions as directed by the Contracting Officer and document simulated conditions and methods of simulation. After tests, return settings to normal operating conditions.
- E. The CxA may direct that set points be altered when simulating conditions is not practical.
- F. The CxA may direct that sensor values be altered with a signal generator when design or simulating conditions and altering set points are not practical.
- G. If tests cannot be completed because of a deficiency outside the scope of the electrical system, document the deficiency and report it to the Owner. After deficiencies are resolved, reschedule tests.
- H. If the testing plan indicates specific seasonal testing, complete appropriate initial performance tests and documentation and schedule seasonal tests.

3.6 FUNCTIONAL TEST PROCEDURES FOR SYSTEMS TO BE COMMISSIONED

- A. General
 - 1. The following paragraphs outline the functional test procedures for the various Div. 26 items to be commissioned. Functional testing will take place only after System Readiness checklists have been completed, equipment has been started-up, and Contractor has certified that systems are ready for functional testing.
 - 2. All systems controlled via the Building Automation System shall have all control points and sequences tested by Controls Contractor prior to requesting testing by CX Authority.

3.7 COMMISSIONING TESTS

- A. All Electrical and Electrically Powered Equipment:
 - 1. Inspect electrical wiring and grounding for proper connection, color coding, and quality of installation.
 - 2. Verify supply voltage, all hot legs.
 - 3. Verify amperage is within allowable limits.
 - 4. Inspect for physical damage proper installation, anchorage.
 - 5. Verify equipment runs smoothly and quietly.
 - 6. Verify operation of safeties.

SECTION 260800 - COMMISSIONING OF ELECTRICAL SYSTEMS

7. Verify all required means of disconnect are in place.
 8. Verify maintenance and NEC clearances are maintained.
- B. Electrical Distribution System Switchboards and Panelboards:
1. Verify wiring connections are secure.
 2. Verify ground wires are properly terminated.
 3. Verify wiring color coding is correct.
 4. Verify panel is properly identified.
 5. Verify load identification is adequately descriptive of load.
- C. Customized system readiness checklists and function testing requirements will be released after the submittal review phase.

3.8 TRAINING AND O&M MANUALS

- A. Refer to Div. 26 specifications.

END OF SECTION 260800

SECTION 262413 SWITCHBOARDS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Service and distribution switchboards rated 600 V and less.
 - 2. Disconnecting and overcurrent protective devices.
 - 3. [Instrumentation with BACNET interface.](#)
 - 4. Control power.
 - 5. Accessory components and features.
 - 6. Identification.
 - 7. Mimic bus.
 - 8. Engraved nameplates for each circuit breaker

1.3 ACTION SUBMITTALS

- A. Product Data: For each switchboard, overcurrent protective device, surge protection device, ground-fault protector, accessory, and component.
 - 1. Include dimensions and manufacturers' technical data on features, performance, electrical characteristics, ratings, accessories, and finishes.
- B. Shop Drawings: For each switchboard and related equipment.
 - 1. Include dimensioned plans, elevations, sections, and details, including required clearances and service space around equipment. Show tabulations of installed devices, equipment features, and ratings.
 - 2. Detail enclosure types for types other than NEMA 250, Type 1.
 - 3. Detail bus configuration, current, and voltage ratings.
 - 4. Detail short-circuit current rating of switchboards and overcurrent protective devices.
 - 5. Include descriptive documentation of optional barriers specified for electrical insulation and isolation.
 - 6. Include evidence of NRTL listing for series rating of installed devices.
 - 7. Detail features, characteristics, ratings, and factory settings of individual overcurrent protective devices and auxiliary components.
 - 8. Include time-current coordination curves for each type and rating of overcurrent protective device included in switchboards. Submit on translucent log-log graft paper; include selectable ranges for each type of overcurrent protective device.
 - 9. Include diagram and details of proposed mimic bus.
 - 10. Include schematic and wiring diagrams for power, signal, and control wiring.

SECTION 262413 SWITCHBOARDS

- C. Samples: Representative portion of mimic bus with specified material and finish, for color selection.

1.4 INFORMATIONAL SUBMITTALS

A. Field Quality-Control Reports:

1. Test procedures used.
2. Test results that comply with requirements.
3. Results of failed tests and corrective action taken to achieve test results that comply with requirements.

1.5 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For switchboards and components to include in emergency, operation, and maintenance manuals.

1. In addition to items specified in Section 017823 "Operation and Maintenance Data," include the following:
 - a. Routine maintenance requirements for switchboards and all installed components.
 - b. Manufacturer's written instructions for testing and adjusting overcurrent protective devices.
 - c. Time-current coordination curves for each type and rating of overcurrent protective device included in switchboards. Submit on translucent log-log graft paper; include selectable ranges for each type of overcurrent protective device.

1.6 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Potential Transformer Fuses: Equal to 10 percent of quantity installed for each size and type but no fewer than two of each size and type.
2. Control-Power Fuses: Equal to 10 percent of quantity installed for each size and type, but no fewer than two of each size and type.
3. Fuses and Fusible Devices for Fused Circuit Breakers: Equal to 10 percent of quantity installed for each size and type but no fewer than three of each size and type.
4. Fuses for Fused Switches: Equal to 10 percent of quantity installed for each size and type but no fewer than three of each size and type.
5. Fuses for Fused Power-Circuit Devices: Equal to 10 percent of quantity installed for each size and type but no fewer than three of each size and type.
6. Indicating Lights: Equal to 10 percent of quantity installed for each size and type but no less than one of each size and type.

SECTION 262413 SWITCHBOARDS

1.7 QUALITY ASSURANCE

- A. Installer Qualifications: An employer of workers qualified as defined in NEMA PB 2.1 and trained in electrical safety as required by NFPA 70E.
- B. Testing Agency Qualifications: Member company of NETA or an NRTL.
 - 1. Testing Agency's Field Supervisor: Certified by NETA to supervise on-site testing.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver switchboards in sections or lengths that can be moved past obstructions in delivery path.
- B. Remove loose packing and flammable materials from inside switchboards.
- C. Handle and prepare switchboards for installation according to NEMA PB 2.1.

1.9 FIELD CONDITIONS

- A. Installation Pathway: Remove and replace access fencing, doors, lift-out panels, and structures to provide pathway for moving switchboards into place.
- B. Environmental Limitations:
 - 1. Do not deliver or install switchboards until spaces are enclosed and weather tight, wet work in spaces is complete and dry, work above switchboards is complete, and HVAC system is operating and maintaining ambient temperature and humidity conditions at occupancy levels during the remainder of the construction period.
 - 2. Rate equipment for continuous operation under the following conditions unless otherwise indicated:
 - a. Ambient Temperature: Not exceeding 110 deg F.
 - b. Altitude: Not exceeding 6600 feet.
- C. Unusual Service Conditions: NEMA PB 2, as follows:
 - 1. Ambient temperatures within limits specified.
 - 2. Altitude not exceeding 6600 feet.
- D. Interruption of Existing Electric Service: Do not interrupt electric service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary electric service according to requirements indicated:
 - 1. Notify Engineer/Owner no fewer than one (1) month in advance of proposed interruption of electric service.
 - 2. Indicate method of providing temporary electric service.
 - 3. Do not proceed with interruption of electric service without Engineer/Owner written permission.
 - 4. Comply with NFPA 70E.

SECTION 262413 SWITCHBOARDS

1.10 COORDINATION

- A. Coordinate layout and installation of switchboards and components with other construction that penetrates walls or is supported by them, including electrical and other types of equipment, raceways, piping, encumbrances to workspace clearance requirements, and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.
- B. Coordinate sizes and locations of concrete bases with actual equipment provided. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified with concrete.

1.11 WARRANTY

- A. **Manufacturer's Warranty:** Manufacturer agrees to repair or replace switchboard enclosures, buswork, overcurrent protective devices, accessories, and factory installed interconnection wiring that fail in materials or workmanship within specified warranty period.
 - 1. **Warranty Period:** Three years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 SWITCHBOARDS

- A. **Manufacturers:** Subject to compliance with requirements, provide products by one of the following:
 - 1. Square D Co.
 - 2. Eaton Corporation.
 - 3. Siemens
 - 4. General Electric ABB
- B. **Source Limitations:** Obtain switchboards, overcurrent protective devices, components, and accessories from single source from single manufacturer.
- C. **Product Selection for Restricted Space:** Drawings indicate maximum dimensions for switchboards including clearances between switchboards and adjacent surfaces and other items. Comply with indicated maximum dimensions.
- D. **Electrical Components, Devices, and Accessories:** Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- E. Comply with NEMA PB 2.
- F. Comply with NFPA 70.
- G. Comply with UL 891.

SECTION 262413 SWITCHBOARDS

- H. Front-Connected, Front-Accessible Switchboards:
 - 1. Main Devices: Panel mounted.
 - 2. Branch Devices: Panel mounted.
 - 3. Sections front and rear aligned.
- I. Front- and Side-Accessible Switchboards:
 - 1. Main Devices: Fixed, individually mounted.
 - 2. Branch Devices: Panel mounted.
 - 3. Section Alignment: Front and Rear aligned.
- J. Front- and Rear-Accessible Switchboards:
 - 1. Main Devices: Fixed, individually mounted.
 - 2. Branch Devices: Panel and fixed, individually mounted.
 - 3. Sections front and rear aligned.
- K. Nominal System Voltage: as noted on drawings.
- L. Main-Bus Continuous: as noted on drawings.
- M. Indoor Enclosures: Steel, NEMA 250, Type 1.
- N. Enclosure Finish for Indoor Units: Factory-applied finish in manufacturer's standard gray finish over a rust-inhibiting primer on treated metal surface.
- O. Outdoor Enclosures: Type 3R, painted stainless steel.
 - 1. Finish: Factory-applied finish in manufacturer's standard color; undersurfaces treated with corrosion-resistant undercoating.
 - 2. Enclosure: Downward, rearward sloping roof; bolt-on rear covers for each section, with provisions for padlocking.
- P. Barriers: Between adjacent switchboard sections.
- Q. Insulation and isolation for main bus of main section and main and vertical buses of feeder sections.
- R. Service Entrance Rating: Switchboards intended for use as service entrance equipment shall contain from one to six service disconnecting means with overcurrent protection, a neutral bus with disconnecting link, a grounding electrode conductor terminal, and a main bonding jumper.
- S. Bus Transition and Incoming Pull Sections: Matched and aligned with basic switchboard.
- T. Removable, Hinged Rear Doors and Compartment Covers: Secured by captive thumb screws, for access to rear interior of switchboard.
- U. Hinged Front Panels: Allow access to circuit breaker, metering, accessory, and blank compartments.

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- V. **Service Entrance Rating:** Switchboards intended for use as service entrance equipment shall contain from one to six service disconnecting means with overcurrent protection, a neutral bus with disconnecting link, a grounding electrode conductor terminal, and a main bonding jumper.
- W. **Pull Box on Top of Switchboard:**
1. Adequate ventilation to maintain temperature in pull box within same limits as switchboard.
 2. Set back from front to clear circuit-breaker removal mechanism.
 3. Removable covers shall form top, front, and sides. Top covers at rear shall be easily removable for drilling and cutting.
 4. Bottom shall be insulating, fire-resistive material with separate holes for cable drops into switchboard.
 5. Cable supports shall be arranged to facilitate cabling and adequate to support cables indicated, including those for future installation.
- X. **Buses and Connections:** Three phase, four wire unless otherwise indicated.
1. Provide phase bus arrangement A, B, C from front to back, top to bottom, and left to right when viewed from the front of the switchboard.
 2. Phase- and Neutral-Bus Material: Hard-drawn copper of 98 percent conductivity, silver-plated.
 3. Phase- and Neutral-Bus Material: Tin-plated, high-strength, electrical-grade aluminum alloy with tin-plated aluminum circuit-breaker line connections.
 4. Copper feeder circuit-breaker line connections.
 5. Tin-plated aluminum feeder circuit-breaker line connections.
 6. Load Terminals: Insulated, rigidly braced, runback bus extensions, of same material as through buses, equipped with mechanical connectors for outgoing circuit conductors. Provide load terminals for future circuit-breaker positions at full-ampere rating of circuit-breaker position.
 7. Ground Bus: Minimum-size required by UL 891, hard-drawn copper of 98 percent conductivity, equipped with mechanical connectors for feeder and branch-circuit ground conductors.
 8. Main-Phase Buses and Equipment-Ground Buses: Uniform capacity for entire length of switchboard's main and distribution sections. Provide for future extensions from both ends.
 9. Disconnect Links:
 - a. Isolate neutral bus from incoming neutral conductors.
 - b. Bond neutral bus to equipment-ground bus for switchboards utilized as service equipment or separately derived systems.
 10. Neutral Buses: 100 percent of the ampacity of phase buses unless otherwise indicated, equipped with mechanical connectors for outgoing circuit neutral cables. Brace bus extensions for busway feeder neutral bus.
 11. Isolation Barrier Access Provisions: Permit checking of bus-bolt tightness.
- Y. **Future Devices:** Equip compartments with mounting brackets, supports, bus connections, and appurtenances at full rating of circuit-breaker compartment.
- Z. **Bus-Bar Insulation:** Factory-applied, flame-retardant, tape wrapping of individual bus bars or flame-retardant, spray-applied insulation. Minimum insulation temperature rating of 105 deg C.

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2.2 DISCONNECTING AND OVERCURRENT PROTECTIVE DEVICES

- A. Molded-Case Circuit Breaker (MCCB): Comply with UL 489, with interrupting capacity to meet available fault currents.
1. Thermal-Magnetic Circuit Breakers: Inverse time-current element for low-level overloads and instantaneous magnetic trip element for short circuits. Adjustable magnetic trip setting for circuit-breaker frame sizes 250 A and larger.
 2. Electronic trip circuit breakers with rms sensing; field-replaceable rating plug or field-replaceable electronic trip; and the following field-adjustable settings:
 - a. Instantaneous trip.
 - b. Long- and short-time pickup levels.
 - c. Long and short time adjustments.
 - d. Ground-fault pickup level, time delay, and I^2t response.
 3. Current-Limiting Circuit Breakers: Frame sizes 400 A and smaller; let-through ratings less than NEMA FU 1, RK-5.
 4. Ground-Fault Equipment Protection (GFEP) Circuit Breakers: Class B ground-fault protection (30-mA trip).

2.3 INSTRUMENTATION

- A. Instrument Transformers: NEMA EI 21.1, and the following:
1. Potential Transformers: NEMA EI 21.1; 120 V, 60 Hz, [single] [tapped] [double] secondary; disconnecting type with integral fuse mountings. Burden and accuracy shall be consistent with connected metering and relay devices.
 2. Current Transformers: NEMA EI 21.1; 5 A, 60 Hz, secondary; [wound] [bushing] [bar or window] type; [single] [double] secondary winding and secondary shorting device. Burden and accuracy shall be consistent with connected metering and relay devices.
 3. Control-Power Transformers: Dry type, mounted in separate compartments for units larger than 3 kVA.
 4. Current Transformers for Neutral and Ground-Fault Current Sensing: Connect secondary wiring to ground overcurrent relays, via shorting terminals, to provide selective tripping of main and tie circuit breaker. Coordinate with feeder circuit-breaker, ground-fault protection.
 5. BACNET: provide to interface with BAS.
- B. Multifunction Digital-Metering Monitor: Microprocessor-based unit suitable for three- or four-wire systems and with the following features:
1. Switch-selectable digital display of the following values with maximum accuracy tolerances as indicated:
 - a. Phase Currents, Each Phase: Plus or minus 0.5 percent.
 - b. Phase-to-Phase Voltages, Three Phase: Plus or minus 0.5 percent.
 - c. Phase-to-Neutral Voltages, Three Phase: Plus or minus 0.5 percent.
 - d. Megawatts: Plus or minus 1 percent.
 - e. Megavars: Plus or minus 1 percent.

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- f. Power Factor: Plus or minus 1 percent.
- g. Frequency: Plus or minus 0.1 percent.
- h. Accumulated Energy, Megawatt Hours: Plus or minus 1 percent; accumulated values unaffected by power outages up to 72 hours.
- i. Megawatt Demand: Plus or minus 1 percent; demand interval programmable from five to 60 minutes.
- j. Contact devices to operate remote impulse-totalizing demand meter.

- 2. Mounting: Display and control unit flush or semi flush mounted in instrument compartment door.

2.4 CONTROL POWER

- A. Control Circuits: 120-V ac, supplied through secondary disconnecting devices from control-power transformer.
- B. Control Wiring: Factory installed, with bundling, lacing, and protection included. Provide flexible conductors for No. 8 AWG and smaller, for conductors across hinges, and for conductors for interconnections between shipping units.

2.5 ACCESSORY COMPONENTS AND FEATURES

- A. Accessory Set: Include tools and miscellaneous items required for overcurrent protective device test, inspection, maintenance, and operation.
- B. Portable Test Set: For testing functions of solid-state trip devices without removing from switchboard. Include relay and meter test plugs suitable for testing switchboard meters and switchboard class relays.

2.6 IDENTIFICATION

- A. Mimic Bus: Entire single-line switchboard bus work, as depicted on factory record drawing, on an engraved laminated-plastic (Gravoply) nameplate.
 - 1. Nameplate: At least 0.0625-inch- thick laminated plastic (Gravoply), located at eye level on front cover of the switchboard incoming service section.
- B. Mimic Bus: Continuously integrated mimic bus factory applied to front of switchboard. Arrange in single-line diagram format, using symbols and letter designations consistent with final mimic-bus diagram.
- C. Coordinate mimic-bus segments with devices in switchboard sections to which they are applied. Produce a concise visual presentation of principal switchboard components and connections.
- D. Presentation Media: Painted graphics in color contrasting with background color to represent bus and components, complete with lettered designations.

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- E. Service Equipment Label: NRTL labeled for use as service equipment for switchboards with one or more service disconnecting and overcurrent protective devices.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Receive, inspect, handle, and store switchboards according to NEMA PB 2.1.
 - 1. Lift or move switchboards with spreader bars and manufacturer-supplied lifting straps following manufacturer's instructions.
 - 2. Use rollers, slings, or other manufacturer-approved methods if lifting straps are not furnished.
 - 3. Protect from moisture, dust, dirt, and debris during storage and installation.
 - 4. Install temporary heating during storage per manufacturer's instructions.
- B. Examine switchboards before installation. Reject switchboards that are moisture damaged or physically damaged.
- C. Examine elements and surfaces to receive switchboards for compliance with installation tolerances and other conditions affecting performance of the Work or that affect the performance of the equipment.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Install switchboards and accessories according to NEMA PB 2.1.
- B. Equipment Mounting: Install switchboards on concrete base, 4-inch nominal thickness. Comply with requirements for concrete base specified in Section 033000 "Cast-in-Place Concrete."
 - 1. Install conduits entering underneath the switchboard, entering under the vertical section where the conductors will terminate. Install with couplings flush with the concrete base. Extend 2 inches above concrete base after switchboard is anchored in place.
 - 2. Install dowel rods to connect concrete base to concrete floor. Unless otherwise indicated, install dowel rods on 18-inch centers around the full perimeter of concrete base.
 - 3. For supported equipment, install epoxy-coated anchor bolts that extend through concrete base and anchor into structural concrete floor.
 - 4. Place and secure anchorage devices. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 - 5. Install anchor bolts to elevations required for proper attachment to switchboards.
 - 6. Anchor switchboard to building structure at the top of the switchboard if required or recommended by the manufacturer.
- C. Temporary Lifting Provisions: Remove temporary lifting eyes, channels, straps and brackets, and temporary blocking of moving parts from switchboard units and components.

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- D. Operating Instructions: Frame and mount the printed basic operating instructions for switchboards, including control and key interlocking sequences and emergency procedures. Fabricate frame of finished wood or metal and cover instructions with clear acrylic plastic. Mount on front of switchboards.
- E. Install filler plates in unused spaces of panel-mounted sections.
- F. Install overcurrent protective devices, surge protection devices, and instrumentation.
 - 1. Set field-adjustable switches and circuit-breaker trip ranges.
- G. Install spare-fuse cabinet.
- H. Comply with NECA 1.

3.3 CONNECTIONS

- A. Bond conduits entering underneath the switchboard to the equipment ground bus with a bonding conductor sized per NFPA 70.
- B. Support and secure conductors within the switchboard according to NFPA 70.
- C. Extend insulated equipment grounding cable to busway ground connection and support cable at intervals in vertical run.

3.4 IDENTIFICATION

- A. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs complying with requirements for identification specified in Section 260553 "Identification for Electrical Systems."
- B. Switchboard Nameplates: Label each switchboard compartment with a nameplate complying with requirements for identification specified in Section 260553 "Identification for Electrical Systems."
- C. Device Nameplates: Label each disconnecting, and overcurrent protective device and each meter and control device mounted in compartment doors with a nameplate complying with requirements for identification specified in Section 260553 "Identification for Electrical Systems."

3.5 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections.
- B. Perform the following tests and inspections with the assistance of a factory-authorized service representative:
 - 1. Acceptance Testing:

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- a. Test insulation resistance for each switchboard bus, component, connecting supply, feeder, and control circuit. Open control and metering circuits within the switchboard and remove neutral connection to surge protection and other electronic devices prior to insulation test. Reconnect after test.
 - b. Test continuity of each circuit.
2. Test ground-fault protection of equipment for service equipment per NFPA 70.
 3. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
 4. Correct malfunctioning units on-site where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.
 5. Perform the following infrared scan tests and inspections, and prepare reports:
 - a. Initial Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each switchboard. Remove front panels so joints and connections are accessible to portable scanner.
 - b. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan of each switchboard 11 months after date of Substantial Completion.
 - c. Instruments and Equipment:
 - 1) Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.
 6. Test and adjust controls, remote monitoring, and safeties. Replace damaged and malfunctioning controls and equipment.
- C. Switchboard will be considered defective if it does not pass tests and inspections.
- D. Prepare test and inspection reports, including a certified report that identifies switchboards included and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

3.6 ADJUSTING

- A. Adjust moving parts and operable components to function smoothly, and lubricate as recommended by manufacturer.
- B. Set field-adjustable circuit-breaker trip ranges as specified in Section 260573 "Overcurrent Protective Device Coordination Study."

3.7 PROTECTION

- A. Temporary Heating: Apply temporary heat, to maintain temperature according to manufacturer's written instructions, until switchboard is ready to be energized and placed into service.

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3.8 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain switchboards, overcurrent protective devices, instrumentation, and accessories, and to use and reprogram microprocessor-based trip, monitoring, and communication units.

END OF SECTION 262413

SECTION 262416 - PANELBOARDS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Distribution panelboards.
 - 2. Lighting and appliance branch-circuit panelboards.
 - 3. Load centers.
 - 4. Engraved nameplates for each circuit breaker on Power Panelboards

1.3 DEFINITIONS

- A. ATS: Acceptance testing specification.
- B. GFCI: Ground-fault circuit interrupter.
- C. GFEP: Ground-fault equipment protection.
- D. MCCB: Molded-case circuit breaker.
- E. SPD: Surge protective device.
- F. VPR: Voltage protection rating.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of panelboard.
 - 1. Include materials, switching and overcurrent protective devices, SPDs, accessories, and components indicated.
 - 2. Include dimensions and manufacturers' technical data on features, performance, electrical characteristics, ratings, and finishes.
- B. Shop Drawings: For each panelboard and related equipment.
 - 1. Include dimensioned plans, elevations, sections, and details.
 - 2. Show tabulations of installed devices with nameplates, conductor termination sizes, equipment features, and ratings.
 - 3. Detail enclosure types including mounting and anchorage, environmental protection, knockouts, corner treatments, covers and doors, gaskets, hinges, and locks.

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4. Detail bus configuration, current, and voltage ratings.
5. Short-circuit current rating of panelboards and overcurrent protective devices.
6. Include evidence of NRTL listing for series rating of installed devices.
7. Include evidence of NRTL listing for SPD as installed in panelboard.
8. Detail features, characteristics, ratings, and factory settings of individual overcurrent protective devices and auxiliary components.
9. Include wiring diagrams for power, signal, and control wiring.
10. Key interlock scheme drawing and sequence of operations.
11. Include time-current coordination curves for each type and rating of overcurrent protective device included in panelboards. Submit on translucent log-log graft paper; include selectable ranges for each type of overcurrent protective device. Include an Internet link for electronic access to downloadable PDF of the coordination curves.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For testing agency.
- B. Panelboard Schedules: For installation in panelboards. Submit final versions after load balancing.

1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For panelboards and components to include in emergency, operation, and maintenance manuals. In addition to items specified in Section 017823 "Operation and Maintenance Data," include the following:
 1. Manufacturer's written instructions for testing and adjusting overcurrent protective devices.
 2. Time-current curves, including selectable ranges for each type of overcurrent protective device that allows adjustments.

1.7 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 1. Keys: Two spares for each type of panelboard cabinet lock.
 2. Circuit Breakers: See schedules.

1.8 QUALITY ASSURANCE

- A. Manufacturer Qualifications: ISO 9001 or 9002 certified.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Remove loose packing and flammable materials from inside panelboards; install temporary electric heating (250 W per panelboard) to prevent condensation.

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- B. Handle and prepare panelboards for installation according to NEMA PB 1.

1.10 FIELD CONDITIONS

- A. Environmental Limitations:

1. Do not deliver or install panelboards until spaces are enclosed and weathertight, wet work in spaces is complete and dry, work above panelboards is complete, and temporary HVAC system is operating and maintaining ambient temperature and humidity conditions at occupancy levels during the remainder of the construction period.
2. Rate equipment for continuous operation under the following conditions unless otherwise indicated:
 - a. Ambient Temperature: Not exceeding 23 deg F to plus 104 deg F.
 - b. Altitude: Not exceeding 6600 feet.

- B. Service Conditions: NEMA PB 1, usual service conditions, as follows:

1. Ambient temperatures within limits specified.
2. Altitude not exceeding 6600 feet.

- C. Interruption of Existing Electric Service: Do not interrupt electric service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary electric service according to requirements indicated:

1. Notify Architect no fewer than 7 days in advance of proposed interruption of electric service.
2. Do not proceed with interruption of electric service without Architect's, Construction Manager's and Owner's written permission.
3. Comply with NFPA 70E.

1.11 WARRANTY

- A. Manufacturer's Warranty: Manufacturer agrees to repair or replace panelboards that fail in materials or workmanship within specified warranty period.

1. Panelboard Warranty Period: 18 months from date of Substantial Completion.

- B. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace SPD that fails in materials or workmanship within specified warranty period.

1. SPD Warranty Period: Five years from date of Substantial Completion.

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PART 2 - PRODUCTS

2.1 MANUFACTURERS:

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Square D Co.
 - 2. Eaton Corporation.
 - 3. Siemens
 - 4. General Electric ABB

2.2 PANELBOARDS COMMON REQUIREMENTS

- A. Fabricate and test panelboards according to IEEE 344 to withstand seismic forces defined in Section 260548.16 "Seismic Controls for Electrical Systems."
- B. Product Selection for Restricted Space: Drawings indicate maximum dimensions for panelboards including clearances between panelboards and adjacent surfaces and other items. Comply with indicated maximum dimensions.
- C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- D. Comply with NEMA PB 1.
- E. Comply with NFPA 70.
- F. Enclosures: Flush and Surface-mounted, dead-front cabinets.
 - 1. Rated for environmental conditions at installed location.
 - a. Indoor Dry and Clean Locations: NEMA 250, Type 1.
 - b. Outdoor Locations: NEMA 250, Type 3R or 4XSS (as noted on plans).
 - 2. Height: 84 inches maximum.
 - 3. Front: Secured to box with concealed trim clamps. For surface-mounted fronts, match box dimensions; for flush-mounted fronts, overlap box. Trims shall cover all live parts and shall have no exposed hardware.
 - 4. Hinged Front Cover: Entire front trim hinged to box and with standard door within hinged trim cover. Trims shall cover all live parts and shall have no exposed hardware.
 - 5. Skirt for Surface-Mounted Panelboards: Same gage and finish as panelboard front with flanges for attachment to panelboard, wall, and ceiling or floor.
 - 6. Gutter Extension and Barrier: Same gage and finish as panelboard enclosure; integral with enclosure body. Arrange to isolate individual panel sections.
 - 7. Finishes:

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- a. Panels and Trim: Steel, factory finished immediately after cleaning and pretreating with manufacturer's standard two-coat, baked-on finish consisting of prime coat and thermosetting topcoat.
 - b. Back Boxes: Same finish as panels and trim.
- G. Incoming Mains:
1. Location: coordinated on the field by the electrical contractor.
 2. Main Breaker: Main lug interiors up to 400 amperes shall be field convertible to main breaker.
- H. Phase, Neutral, and Ground Buses:
1. Material: Hard-drawn copper, 98 percent conductivity.
 - a. Plating shall run entire length of bus.
 - b. Bus shall be fully rated the entire length.
 2. Interiors shall be factory assembled into a unit. Replacing switching and protective devices shall not disturb adjacent units or require removing the main bus connectors.
 3. Equipment Ground Bus: Adequate for feeder and branch-circuit equipment grounding conductors; bonded to box.
 4. Full-Sized Neutral: Equipped with full-capacity bonding strap for service entrance applications. Mount electrically isolated from enclosure. Do not mount neutral bus in gutter.
 5. Split Bus: Vertical buses divided into individual vertical sections.
- I. Conductor Connectors: Suitable for use with conductor material and sizes.
1. Material: Hard-drawn copper, 98 percent conductivity.
 2. Terminations shall allow use of 75 deg C rated conductors without derating.
 3. Size: Lugs suitable for indicated conductor sizes, with additional gutter space, if required, for larger conductors.
 4. Main and Neutral Lugs: Mechanical type, with a lug on the neutral bar for each pole in the panelboard.
 5. Ground Lugs and Bus-Configured Terminators: Mechanical type, with a lug on the bar for each pole in the panelboard.
- J. NRTL Label: Panelboards shall be labeled by an NRTL acceptable to authority having jurisdiction for use as service equipment with one or more main service disconnecting and overcurrent protective devices.
- K. Future Devices: Panelboards shall have mounting brackets, bus connections, filler plates, and necessary appurtenances required for future installation of devices.
- L. Panelboard Short-Circuit Current Rating: Fully rated to interrupt symmetrical short-circuit current available at terminals. Assembly listed by an NRTL for 100 percent interrupting capacity.
1. Panelboards and overcurrent protective devices rated 240 V or less shall have short-circuit ratings as shown on Drawings, but not less than 10,000 A rms symmetrical.

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2. Panelboards and overcurrent protective devices rated above 240 V and less than 600 V shall have short-circuit ratings as shown on Drawings, but not less than 14,000 A rms symmetrical.

2.3 PERFORMANCE REQUIREMENTS

- A. **Surge Suppression: Factory installed as an integral part of indicated panelboards, complying with UL 1449 SPD Type 1 or Type 2 (as noted on plans).**

2.4 POWER PANELBOARDS

- A. Panelboards: NEMA PB 1, distribution type.
- B. Doors: Secured with vault-type latch with tumbler lock; keyed alike.
 1. For doors more than 36 inches high, provide two latches, keyed alike.
- C. Mains: Circuit breaker or Lugs only (as noted on plans).
- D. Branch Overcurrent Protective Devices for Circuit-Breaker Frame Sizes 125 A and Smaller: Bolt-on circuit breakers.
- E. Branch Overcurrent Protective Devices for Circuit-Breaker Frame Sizes Larger Than 125 A: Bolt-on circuit breakers.

2.5 DISCONNECTING AND OVERCURRENT PROTECTIVE DEVICES

- A. MCCB: Comply with UL 489, with interrupting capacity to meet available fault currents.
 1. Thermal-Magnetic Circuit Breakers:
 - a. Inverse time-current element for low-level overloads.
 - b. Instantaneous magnetic trip element for short circuits.
 - c. Adjustable magnetic trip setting for circuit-breaker frame sizes 250 A and larger.
 2. Adjustable Instantaneous-Trip Circuit Breakers: Magnetic trip element with front-mounted, field-adjustable trip setting.
 3. Electronic Trip Circuit Breakers:
 - a. RMS sensing.
 - b. Field-replaceable rating plug or electronic trip.
 - c. Digital display of settings, trip targets, and indicated metering displays.
 - d. Multi-button keypad to access programmable functions and monitored data.
 - e. Ten-event, trip-history log. Each trip event shall be recorded with type, phase, and magnitude of fault that caused the trip.
 - f. Integral test jack for connection to portable test set or laptop computer.
 - g. Field-Adjustable Settings:
 - 1) Instantaneous trip.

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- 2) Long- and short-time pickup levels.
- 3) Long and short time adjustments.
- 4) Ground-fault pickup level, time delay, and I squared T response.
4. GFCI Circuit Breakers: Single- and double-pole configurations with Class A ground-fault protection (6-mA trip).
5. GFEP Circuit Breakers: Class B ground-fault protection (30-mA trip).
6. Arc-Fault Circuit Interrupter Circuit Breakers: Comply with UL 1699; 120/240-V, single-pole configuration.
7. Subfeed Circuit Breakers: Vertically mounted.
8. MCCB Features and Accessories:
 - a. Standard frame sizes, trip ratings, and number of poles.
 - b. Breaker handle indicates tripped status.
 - c. UL listed for reverse connection without restrictive line or load ratings.
 - d. Lugs: Mechanical style, suitable for number, size, trip ratings, and conductor materials.
 - e. Application Listing: Appropriate for application; Type SWD for switching fluorescent lighting loads; Type HID for feeding fluorescent and HID lighting circuits.
 - f. Ground-Fault Protection: Integrally mounted relay and trip unit with adjustable pickup and time-delay settings, push-to-test feature, and ground-fault indicator.
 - g. Shunt Trip: 120-V trip coil energized from separate circuit, set to trip at 75 percent of rated voltage.
 - h. Undervoltage Trip: Set to operate at 35 to 75 percent of rated voltage without intentional with field-adjustable 0.1- to 0.6-second] time delay.
 - i. Rating Plugs: Three-pole breakers with ampere ratings greater than 150 amperes shall have interchangeable rating plugs or electronic adjustable trip units.
 - j. Multipole units enclosed in a factory assembled to operate as a single unit.
 - k. Handle Padlocking Device: Fixed attachment, for locking circuit-breaker handle in on or off position.
 - l. Handle Clamp: Loose attachment, for holding circuit-breaker handle in on position.

2.6 IDENTIFICATION

- A. Panelboard Label: Manufacturer's name and trademark, voltage, amperage, number of phases, and number of poles shall be located on the interior of the panelboard door.
- B. Breaker Labels: Faceplate shall list current rating, UL and IEC certification standards, and AIC rating.
- C. Circuit Directory: Computer-generated circuit directory mounted inside panelboard door with transparent plastic protective cover.
 1. Circuit directory shall identify specific purpose with detail sufficient to distinguish it from all other circuits.

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2.7 ACCESSORY COMPONENTS AND FEATURES

- A. Accessory Set: Include tools and miscellaneous items required for overcurrent protective device test, inspection, maintenance, and operation.
- B. Portable Test Set: For testing functions of solid-state trip devices without removing from panelboard. Include relay and meter test plugs suitable for testing panelboard meters and switchboard class relays.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify actual conditions with field measurements prior to ordering panelboards to verify that equipment fits in allocated space in, and comply with, minimum required clearances specified in NFPA 70.
- B. Receive, inspect, handle, and store panelboards according to NECA 407 and NEMA PB 1.1.
- C. Examine panelboards before installation. Reject panelboards that are damaged, rusted, or have been subjected to water saturation.
- D. Examine elements and surfaces to receive panelboards for compliance with installation tolerances and other conditions affecting performance of the Work.
- E. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Coordinate layout and installation of panelboards and components with other construction that penetrates walls or is supported by them, including electrical and other types of equipment, raceways, piping, encumbrances to workspace clearance requirements, and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.
- B. Comply with NECA 1.
- C. Install panelboards and accessories according to NECA 407 and NEMA PB 1.1.
- D. Equipment Mounting:
 - 1. Install panelboards on cast-in-place concrete equipment base(s). Comply with requirements for equipment bases and foundations specified in Section 033000 "Cast-in-Place Concrete." and or Section 033053 "Miscellaneous Cast-in-Place Concrete."
 - 2. Attach panelboard to the vertical finished or structural surface behind the panelboard.
- E. Temporary Lifting Provisions: Remove temporary lifting eyes, channels, and brackets and temporary blocking of moving parts from panelboards.

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- F. Mount top of trim 90 inches above finished floor unless otherwise indicated.
- G. Mount panelboard cabinet plumb and rigid without distortion of box.
- H. Mounting panelboards with space behind is recommended for damp, wet, or dirty locations. The steel slotted supports in the following paragraph provide an even mounting surface and the recommended space behind to prevent moisture or dirt collection.
- I. Mount surface-mounted panelboards to steel slotted supports 5/8 inch in depth. Orient steel slotted supports vertically.
- J. Install overcurrent protective devices and controllers not already factory installed.
 - 1. Set field-adjustable, circuit-breaker trip ranges.
 - 2. Tighten bolted connections and circuit breaker connections using calibrated torque wrench or torque screwdriver per manufacturer's written instructions.
- K. Make grounding connections and bond neutral for services and separately derived systems to ground. Make connections to grounding electrodes, separate grounds for isolated ground bars, and connections to separate ground bars.
- L. Install filler plates in unused spaces.
- M. Arrange conductors in gutters into groups and bundle and wrap with wire ties after completing load balancing.

3.3 IDENTIFICATION

- A. Identify field-installed conductors, interconnecting wiring, and components; install warning signs complying with requirements in Section 260553 "Identification for Electrical Systems."
- B. Create a directory to indicate installed circuit loads after balancing panelboard loads; incorporate Owner's final room designations. Obtain approval before installing. Handwritten directories are not acceptable. Install directory inside panelboard door.
- C. Panelboard Nameplates: Label each panelboard with a nameplate complying with requirements for identification specified in Section 260553 "Identification for Electrical Systems."
- D. [Device Nameplates: Label each branch circuit device in Power Panelboards with a nameplate complying with requirements for identification specified in Section 260553 "Identification for Electrical Systems."](#)
- E. Install warning signs complying with requirements in Section 260553 "Identification for Electrical Systems" identifying source of remote circuit.

3.4 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections.

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- B. Perform tests and inspections.
 - 1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.
- C. Acceptance Testing Preparation:
 - 1. Test insulation resistance for each panelboard bus, component, connecting supply, feeder, and control circuit.
 - 2. Test continuity of each circuit.
- D. Tests and Inspections:
 - 1. Perform each visual and mechanical inspection and electrical test for low-voltage air circuit breakers and low-voltage surge arrestors stated in NETA ATS, Paragraph 7.6 Circuit Breakers and Paragraph 7.19.1 Surge Arrestors, Low-Voltage. Certify compliance with test parameters.
 - 2. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.
 - 3. Perform the following infrared scan tests and inspections and prepare reports:
 - a. Initial Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each panelboard. Remove front panels so joints and connections are accessible to portable scanner.
 - b. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan of each panelboard 11 months after date of Substantial Completion.
 - c. Instruments and Equipment:
 - 1) Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.
- E. Panelboards will be considered defective if they do not pass tests and inspections.
- F. Prepare test and inspection reports, including a certified report that identifies panelboards included and that describes scanning results, with comparisons of the two scans. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

3.5 ADJUSTING

- A. Adjust moving parts and operable components to function smoothly, and lubricate as recommended by manufacturer.
- B. Set field-adjustable circuit-breaker trip ranges as specified in Section 260573 "Overcurrent Protective Device Coordination Study."
- C. Load Balancing: After Substantial Completion, but not more than 60 days after Final Acceptance, measure load balancing and make circuit changes. Prior to making circuit changes to achieve load balancing, inform Engineer of effect on phase color coding.

SECTION 262416 - PANELBOARDS

1. Measure loads during period of normal facility operations.
2. Perform circuit changes to achieve load balancing outside normal facility operation schedule or at times directed by the Engineer. Avoid disrupting services such as fax machines and on-line data processing, computing, transmitting, and receiving equipment.
3. After changing circuits to achieve load balancing, recheck loads during normal facility operations. Record load readings before and after changing circuits to achieve load balancing.
4. Tolerance: Maximum difference between phase loads, within a panelboard, shall not exceed 20 percent.

3.6 PROTECTION

- A. Temporary Heating: Prior to energizing panelboards, apply temporary heat to maintain temperature according to manufacturer's written instructions.

END OF SECTION 262416

SECTION 262713 - ELECTRICITY METERING

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 equipment for electricity metering by utility company.

1.3 DEFINITIONS

- A. KY Pulse: Term used by the metering industry to describe a method of measuring consumption of electricity that is based on a relay opening and closing in response to the rotation of the disk in the meter.
- B. PC: Personal computer.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: For electricity-metering equipment.
 - 1. Dimensioned plans and sections or elevation layouts.
 - 2. Wiring Diagrams: For power, signal, and control wiring. Identify terminals and wiring designations and color-codes to facilitate installation, operation, and maintenance. Indicate recommended types, wire sizes, and circuiting arrangements for field-installed wiring, and show circuit protection features.

1.5 INFORMATIONAL SUBMITTALS

- A. Field quality-control reports.

1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data. In addition to items specified in Section 017823 "Operation and Maintenance Data," include the following:
 - 1. Application and operating software documentation.
 - 2. Software licenses.
 - 3. Software service agreement.
 - 4. Hard copies of manufacturer's operating specifications, design user's guides for software and hardware, and PDF files on CD-ROM of the hard-copy Submittal.

SECTION 262713 - ELECTRICITY METERING

1.7 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Receive, store, and handle modular meter center according to NECA 400.

1.9 PROJECT CONDITIONS

- A. Interruption of Existing Electrical Service: Do not interrupt electrical service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary electrical service according to requirements indicated:
 - 1. Notify Architect no fewer than 5 days in advance of proposed interruption of electrical service.
 - 2. Do not proceed with interruption of electrical service without Architect's written permission.

1.10 COORDINATION

- A. Electrical Service Connections: Coordinate with utility companies and components they furnish as follows:
 - 1. Comply with requirements of utilities providing electrical power services.
 - 2. Coordinate installation and connection of utilities and services, including provision for electricity-metering components.

PART 2 - PRODUCTS

2.1 EQUIPMENT FOR ELECTRICITY METERING BY UTILITY COMPANY

- A. Meters will be furnished by utility company.
- B. Current-Transformer Cabinets: Comply with requirements of electrical-power utility company.
- C. Meter Sockets: Comply with requirements of electrical-power utility company.
- D. Meter Sockets: Steady-state and short-circuit current ratings shall meet indicated circuit ratings.
- E. Modular Meter Center: Factory-coordinated assembly of a main service disconnect device, wireways, tenant meter socket modules, and tenant feeder circuit breakers arranged in adjacent vertical sections. Assembly shall be complete with interconnecting buses and other features as specified below.
 - 1. Comply with requirements of utility company for meter center.

SECTION 262713 - ELECTRICITY METERING

2. Housing: NEMA 250, Type 3R enclosure.
3. Minimum Short-Circuit Rating: 42,000 A symmetrical at rated voltage.
4. Main Disconnect Device: Circuit breaker, series-combination rated for use with downstream feeder and branch circuit breakers.
5. Main Disconnect Device: Fusible switch, series-combination rated by circuit-breaker manufacturer to protect downstream feeder and branch circuit breakers.
6. Tenant Feeder Circuit Breakers: Series-combination-rated molded-case units, rated to protect circuit breakers in downstream tenant and to house loadcenters and panelboards that have 10,000-A interrupting capacity.
 - a. Identification: Complying with requirements in Section 260553 "Identification for Electrical Systems" with legend identifying tenant's address.
 - b. Physical Protection: Tamper resistant, with hasp for padlock.
7. Meter Socket: Rating coordinated with indicated tenant feeder circuit rating.
8. Surge Protection: For main disconnect device, comply with requirements in Section 264313 "Surge Protection for Low-Voltage Electrical Power Circuits."

3.1 SUB PANEL METERING EQUIPMENT - POWER METERS

- A. The meter shall be UL listed and CE marked.
- B. The meter shall come pre-wired as per NEC coloring code in either a UL approved NEMA 1 enclosure or a UL approved NEMA 4X enclosure.
 1. The enclosure shall be available in either of two configurations: 277/480 Volt or 120/240 Volt.
 - a. The 277/480 Volt enclosure shall come equipped with a control power transformer.
 2. The enclosure shall come with Voltage fuses and a shorting block for use with current transformers.
 3. The enclosure shall have a lockable door.
- C. The meter shall be designed for Multifunction Electrical Measurement on 3 phase power systems. The meter shall perform to spec in harsh electrical applications in high and low voltage power systems.
 1. The meter shall support 3-Element Wye, 2.5 Element Wye, 2 Element Delta, 4 wire Delta systems.
 2. The meter shall accept universal voltage input.
 3. The meter's surge withstand shall conform to IEEE C37.90.1.
 4. The meter shall be user programmable for voltage range to any PT ratio.
 5. The meter shall accept a burden up to 0.36VA per phase, Max at 600V, and 0.014VA at 120 Volts.
 6. The meter shall accept a voltage input range of up to 416 Volts Line to Neutral, and up to 721 Volts Line to Line.
 7. The meter shall accept a current reading of up to 11 Amps continuous.
 8. The meter shall have color-coordinated voltage and current inputs.
 9. The meter shall have a phasor diagram that clearly shows wiring status.

SECTION 262713 - ELECTRICITY METERING

- D. The meter shall use a dual input method for current inputs. Method one shall allow the CT to pass directly through the meter without any physical termination on the meter. The second method shall provide additional termination pass-through bars, allowing the CT leads to be terminated on the meter. The meter must support both termination methods.
1. Fault Current Withstand shall be 100 Amps for 10 seconds, 300 Amps for 3 seconds, and 500 Amps for 1 second.
 2. The meter shall be programmable for current to any CT ratio.
 3. The meter shall accept a burden of 0.005VA per phase, Max at 11 Amps.
 4. The meter shall begin reading at 0.1% of the nominal current.
 5. Pass through wire gauge dimension of 0.177" / 4.5 mm shall be available.
 6. All inputs and outputs shall be galvanically isolated to 2500 Volts AC.
 7. The meter shall accept current inputs of class 10: (0 to 10) A, 5 Amp Nominal, and class 2 (0 to 2) A, 1A Nominal Secondary.
- E. The meter shall have an accuracy of +/- 0.1% or better for Volts and Amps, and 0.2% for power and energy functions. The meter shall have a Frequency measurement accuracy +/- 0.01Hz or better. The meter shall meet the accuracy requirements of IEC62053-22 (Class 0.2%) and ANSI C12.20 (Class 0.2%).
1. The meter shall provide true RMS measurements of voltage, phase to neutral and phase to phase; current, per phase and neutral.
 2. The meter shall provide sampling at 400+ samples per cycle on all channels measured readings simultaneously.
 3. The meter shall utilize 24 bit Analog to Digital conversion.
 4. The meter shall provide Harmonics %THD (% of total Harmonic Distortion).
- F. The meter shall include a three-line, bright red, .56" LED display.
1. The meter must display a % of Load Bar on the front panel to provide an analog feel. The % Load bar shall have not less than 10 segments.
- G. The meter shall be a traceable revenue meter, which shall contain a utility grade test pulse allowing power providers to verify and confirm that the meter is performing to its rated accuracy.
- H. The meter shall include 2 independent communications ports on the back and face plate, with advanced features.
1. One port, through backplate, shall be an RJ45 port, providing 100BaseT Ethernet communication speaking BACnet/IP protocol and Modbus TCP, and a Web server.
 2. The meter shall provide an optical IrDA port (through faceplate), as the second communication port, which shall allow the unit to be set up and programmed using a remote laptop PC without need for a communication cable.
- I. The meter shall provide user configured fixed window or rolling window demand. This shall allow user to set up the particular utility demand profile.
1. Readings for kW, kVAR, kVA and PF shall be calculated using utility demand features.
 2. All other parameters shall offer max and min capability over the user selectable averaging period.

SECTION 262713 - ELECTRICITY METERING

- 3. Voltage shall provide an instantaneous max and min reading displaying the highest surge and lowest sag seen by the meter.

- J. The meter shall support Universal power supply of (90 to 265) Volts AC and (100 to 370) Volts DC.
 - 1. The meter power supply shall accept a burden of 10 VA max.

- K. The meter shall provide an update rate of every 6 cycles for Watts, VAR, and VA, and every 60 cycles for all other parameters.

- L. The meter shall have native BACnet/IP protocol.
 - 1. The meter shall provide 40 embedded BACnet Objects consisting of standard voltage, current, and power parameters. The Objects shall be named such that they can be readily identified.
 - 2. The meter shall have an embedded Web interface for configuration and viewing.
 - a. The Web interface shall have a Home page with power and energy snapshot information.
 - b. The Web interface shall have a page for configuring the BACnet/IP settings, including IP address, Network mask, Default Gateway, and the like.
 - c. The Web interface shall allow the user to activate the new configuration and reboot the meter.
 - d. The Web interface shall have a feature that lets the user download BACnet Object data as a .csv file that can be viewed in Microsoft® Excel or saved as a Microsoft® Excel file.
 - e. The Web interface shall have a webpage that displays the BACnet objects, their readings, and information about the objects.
 - f. The Web interface shall have a webpage displaying statistics for the unit, e.g., the number of meter reboots, and the number of BACnet/IP packets sent and received.
 - g. The Web interface shall allow the user to discard any changes and return to the saved configuration, or return to the factory default configuration.
 - h. The Web interface shall be viewable with any standard Internet browser.
 - 3. The meter shall be configurable on the Host PC through LAN configuration.
 - 4. The meter's BACnet/IP shall integrate with any BACnet applications or servers.
 - 5. The meter shall also have an open socket for Modbus TCP that shall be simultaneously available through the LAN interface.

- M. The meter shall have a standard 4-year warranty.

- N. The meter shall be able to be stored in (-20 to +70) degrees C.
 - 1. Operating temperature shall be (-20 to +70) degrees C.

- O. The following options shall be available for ordering:

Model	Voltage	Frequency	Current Class	Power Supply
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SECTION 262713 - ELECTRICITY METERING

ENC5HK100B Shark® 100B in NEMA 1 Enclosure	-120: 120-240 Volts	-50: 50 HZ System	-10: 5 Amp Sec- ondary	-D2 (90-265)VAC or (100-370)VDC
ENC4XSHK100B Shark® 100B in NEMA 4 Enclosure	-277: 277 Volts	-60: 60 HZ System	-2 : 1 Amp Sec- ondary	

- P. Acceptable product is Electro Industries/GaugeTech,
Model ENC4XSHK100B-120-60-10-D2 for 120VAC services and/or
Model ENC4XSHK100B-277-60-10-D2 for 277/480VAC services.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Comply with equipment installation requirements in NECA 1.
- B. Install meters furnished by utility company. Install raceways and equipment according to utility company's written requirements. Provide empty conduits for metering leads and extend grounding connections as required by utility company.
- C. Install modular meter center according to NECA 400 switchboard installation requirements.

3.2 IDENTIFICATION

- A. Comply with requirements for identification specified in Section 260553 "Identification for Electrical Systems."
 - 1. Series Combination Warning Label: Self-adhesive type, with text as required by NFPA 70.
 - 2. Equipment Identification Labels: Adhesive film labels with clear protective overlay. For residential meters, provide an additional card holder suitable for printed, weather-resistant card with occupant's name.

3.3 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
 - 1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.

END OF SECTION 262713

SECTION 264313 - SURGE PROTECTION FOR LOW-VOLTAGE ELECTRICAL POWER CIRCUITS

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 field-mounted SPDs for low-voltage (120 to 600 V) power distribution and control equipment.
- B. The Surge Protection Device (SPD) covered under this section includes all service entrance type surge protection devices suitable for use as Type 1(Service Entrance) or Type 2 (Distribution Panels) devices per UL1449 3rd Edition, applied to the line or load side of the utility feed inside the facility.
- C. Contractor shall provide all labor, materials, equipment and incidentals as shown, specified and required to finish and install surge protection devices.

1.3 DEFINITIONS

- A. Inominal: Nominal discharge current.
- B. MCOV: Maximum continuous operating voltage.
- C. Mode(s), also Modes of Protection: The pair of electrical connections where the VPR applies.
- D. MOV: Metal-oxide varistor; an electronic component with a significant non-ohmic current-voltage characteristic.
- E. OCPD: Overcurrent protective device.
- F. SCCR: Short-circuit current rating.
- G. SPD: Surge protective device.
- H. VPR: Voltage protection rating.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include rated capacities, operating characteristics, electrical characteristics, and furnished specialties and accessories.

SECTION 264313 - SURGE PROTECTION FOR LOW-VOLTAGE ELECTRICAL POWER CIRCUITS

2. Copy of UL Category Code VZCA certification, as a minimum, listing the tested values for VPRs, Inominal ratings, MCOVs, type designations, OCPD requirements, model numbers, system voltages, and modes of protection.

1.5 INFORMATIONAL SUBMITTALS

- A. Package must include shop drawings complete with all technical information, unit dimensions, detailed installation instructions, maintenance manual, recommended replacement parts list and wiring configuration.
- B. Copies of Manufacturer's catalog data, technical information and specifications on equipment proposed for use.
- C. Copies of documentation stating that the Surge Protection Device is listed by UL to UL1449 3rd Edition, category code VZCA.
- D. Copies of actual let through voltage data in the form of oscillograph results for both ANSI/IEEE C62.41 Category C3 (combination wave) and B3 (Ring wave) tested in accordance with ANSI/IEEE C6245.
- E. Copies of Noise Rejection testing as outlined in NEMA LS1-1992 (R2000) Section 3.11. Noise rejection is to be measured between 50 kHz and 100 MHz verifying the devices noise attenuation. Must show multiple attenuation levels over a range of frequencies.
- F. Copies of test reports from a recognized independent testing laboratory, capable of producing 200kA surge current waveforms, verifying the suppressor components can survive published surge current rating on a per mode basis using the ANSI/IEEE C62.41 impulse waveform C3 (8 x 20 microsecond, 20kV/10kA). Test data on an individual module is not acceptable.
- G. Copy of warranty statement clearly establishing the terms and conditions to the building/facility owner/operator.
- H. Field quality-control reports.
- I. Sample Warranty: For manufacturer's special warranty.

1.6 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For SPDs to include in maintenance manuals.

1.7 QUALITY ASSURANCE

- A. Reference Standard: Comply with the latest edition of the applicable provisions and recommendations of the following, except as otherwise stated in this document:
 1. UL 1449 3rd Edition 2009 Revision (effective 9/29/2007).
 2. UL 1283.
 3. ANSI/IEEE C62.41, Recommended Practice for Surge Voltages in Low-Voltage AC Power Circuits.

SECTION 264313 - SURGE PROTECTION FOR LOW-VOLTAGE ELECTRICAL POWER CIRCUITS

4. ANSI/IEEE C62.45, Guide for Surge Testing for equipment connected to Low-Voltage AC Power Circuits.
5. UL96A
6. IEEE 1100 Emerald Book.
7. National Fire Protection Association (NFPA 70: National Electrical Code).

1.8 WARRANTY

- A. **Manufacturer's Warranty:** Manufacturer agrees to replace or replace SPDs that fail in materials or workmanship within specified warranty period.

1. **Warranty Period:** Fifteen years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS:

- A. **Manufacturers:**

1. ACT Communications
2. Others prior approval required before bid.

2.2 GENERAL SPD REQUIREMENTS

- A. **SPD with Accessories:** Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with NFPA 70.
- C. Comply with UL 1449.
- D. Comply with UL 1283.
- E. MCOV of the SPD shall be the nominal system voltage.
- F. **Declared Maximum Continuous Operating Voltage (MCOV)** shall be greater than 115 percent of the nominal system operating voltage and in compliance with test and evaluation procedures outlined in the nominal discharge surge current test of UL1449 3rd Edition, section 37.7.3. MCOV values claimed based on the component's value or on the 30-minute 115% operational voltage test, section 38 in UL1449 will not be accepted.
- G. **Electrical Noise Filter-** each unit shall include a high performance EMI/RFI noise rejection filter with a maximum attenuation of 54dB per MIL-STD-220B.
1. SPD shall include an EMI/RFI noise rejection filter for all L-N modes as well as a removable filter in the N-G mode.
- H. The UL1449 Voltage Protective Rating (VPR) shall be permanently affixed to the SPD unit.

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- I. The UL1449 Nominal Discharge Surge Current Rating shall be 20kA
- J. The SCCR rating of the SPD shall be 200kAIC without the need for upstream over current protection.
- K. Peak Surge Current Rating: The minimum single-pulse surge current withstand rating per phase shall be no less than noted on plans The peak surge current rating shall be the arithmetic sum of the ratings of the individual MOVs in a given mode.
- L. The SPD shall have the following monitoring options through the M3 Mastermind monitoring system.
 - 1. Time Date stamp, duration and magnitude for the following power quality events (sags, swells, surges, dropouts, outages, THD, frequency, Volts RMS per phase)
 - 2. SPD monitoring shall track surge protection and display it as a percentage of remaining protection.
 - 3. SPD shall provide a surge counter with three categories to be defined as
 - 4. Low Level surge (100A-500A) Medium Level surge (500A-3,000A) High Level surge (>3,000A)
 - 5. Remote communications via Ethernet using the M4E Monitoring Option
 - 6. Unit shall be equipped with an integral Test Port Compliant with the DTS-2 Testing Unit.
 - 7. Indicator light display for protection status.
- M. ENCLOSURES
 - 1. Indoor Enclosures: NEMA 250, Type 1.
 - 2. Outdoor Enclosures: NEMA 250, Type 4.

2.3 SERVICE ENTRANCE SUPPRESSOR

- A. SPDs: Listed and labeled by an NRTL acceptable to authorities having jurisdiction as complying with UL 1449, Type 1.
 - 1. SPDs with the following features and accessories:
 - a. Integral disconnect switch.
 - b. Internal thermal protection that disconnects the SPD before damaging internal suppressor components.
- B. Unit shall have no more than 10% deterioration or degradation of the UL1449 3rd Edition Voltage Protection Rating (VPR) when exposed to a minimum of 14,000 repeated categories C3 (20kV/10kA) surges. The SPD manufacturer must provide a test report validating the repetitive surge test was performed.
- C. Protection Modes UL1449 3rd Edition VPR(6kV, 3kA) for grounded WYE/delta and High Leg Delta circuits with voltages of (480Y/277), (208Y/120), (600Y/347). 3-Phase, 4 wire circuits, (120/240) split phase shall be as follows and comply with test procedures outlined in UL1449 3rd Edition section 37.6:

SECTION 264313 - SURGE PROTECTION FOR LOW-VOLTAGE ELECTRICAL POWER CIRCUITS

System Voltage	Mode	MCOV	B3	C3 Comb.	UL 1449
			Ringwave 6kV, 500A	Wave 20kV, 10kA	Third Edition VPR Rating
120/240, 120/208	L-N	150	490	980	700
	L-G	150	570	980	700
	N-G	150	640	1170	700
	L-L	300	500	1600	1200
277/480	L-N	320	450	1420	1200
	L-G	320	540	1540	1200
	N-G	320	570	1600	1000
	L-L	552	530	2600	2000

- D. The unit shall be able to prevent common temporary overvoltages and high impedance faults from damaging the MOVs, increasing their longevity and ability to protect the critical load. Limited and Intermediate current TOVs (as specified in UL 1449 article 39.3 and 39.4) can be caused by a loss of the neutral conductor in a split phase or three phase power system. The available fault current will be determined by the impedance of the loads connected to the phases opposite the SPD and are typically in the range of 30A to 1000A. The Selenium elements must limit voltage to the MOV as a percent of nominal as outlined below:

Overvoltage seen by MOVs as % of Nominal				
time	available current			
	30A	100A	500A	1000A
1 cycle	120%	130%	150%	160%
10 cycles	130%	150%	160%	160%
30 cycles	140%	150%	160%	160%

*To verify damage to the MOVs has been mitigated, the percent overvoltage seen at the MOV must be less than 200% for split-phase applications or 173% for three-phase applications (100% is nominal).

- E. The unit shall be able to withstand multiple TOVs without damage to the MOVs by shunting current away from the MOVs during the overvoltage. SPD must have the ability to withstand >100 TOVs with a source current of 30A, duration of 30 cycles, with 10s between TOV events.
- F. The service entrance protector shall incorporate a combination of TPMOV and Selenium technology allowing for transient surge and temporary over voltage protection.
- G. Integral Disconnect Switch (REQUIRED)
1. The device shall have an optional NEMA compliant safety interlocked integral disconnect switch with an externally mounted metal manual operator.
 2. The switch shall disconnect all ungrounded circuit conductors from the distribution system to enable testing and maintenance without interruption to the facility's distribution system.
 3. The switch shall be rated for 600Vac.
 4. The SPD device shall be tested to UL1449 3rd Edition listed with the integral disconnect switch and the UL1449 VPR ratings shall be provided.

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5. The integral disconnect switch shall be capable of withstanding, without failure, the published maximum surge current magnitude without failure or damage to the switch.
6. The line side of the integral disconnect shall be blocked off so that when the SPD is opened there is no direct access to the voltage present on the line side of the disconnect.

2.4 PANEL SUPPRESSORS

- A. SPDs: Comply with UL 1449, Type 2.
 1. Internal thermal protection that disconnects the SPD before damaging internal suppressor components.
- B. Unit shall have no more than 10% deterioration or degradation of the UL1449 3rd Edition Voltage Protection Rating (VPR) when exposed to a minimum of 5,000 repeated categories C3 (20kV/10kA) surges. The SPD manufacturer must provide a test report validating the repetitive surge test was performed.
- C. Protection Modes UL1449 3rd Edition VPR(6kV, 3kA) for grounded WYE/delta and High Leg Delta circuits with voltages of (480Y/277), (208Y/120), (600Y/347). 3-Phase, 4 wire circuits, (120/240) split phase shall be as follows and comply with test procedures outlined in UL1449 3rd Edition section 37.6:

System Voltage	Mode	MCOV	B3 Ringwave 6kV, 500A	C3 Comb. Wave 20kV, 10kA	UL 1449 Third Edition VPR Rating
120/240, 120/208	L-N	150	760	2020	900
	L-G	150	800	1890	900
	N-G	150	930	2330	1200
	L-L	300	790	250	900
277/480	L-N	320	740	2460	1200
	L-G	320	790	2460	1500
	N-G	320	900	2640	1200
	L-L	552	870	3390	2000

2.5 CONDUCTORS AND CABLES

- A. Power Wiring: Same size as SPD leads, complying with Section 260519 "Low-Voltage Electrical Power Conductors and Cables."
- B. If installed lead length exceeds 5' installer shall use a low impedance (HPI) cable to reduce the lead lengths effect on the installed performance of the SPD.
- C. Class 2 Control Cables: Multiconductor cable with copper conductors not smaller than No. 18 AWG, complying with Section 260519 "Low-Voltage Electrical Power Conductors and Cables."

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PART 3 - EXECUTION

3.1 INSTALLATION

- A. Comply with NECA 1.
- B. Install an OCPD or disconnect as required to comply with the UL listing of the SPD.
- C. Install SPDs with conductors between suppressor and points of attachment as short and straight as possible, and adjust circuit-breaker positions to achieve shortest and straightest leads. Do not splice and extend SPD leads unless specifically permitted by manufacturer. Do not exceed manufacturer's recommended lead length. Do not bond neutral and ground.
- D. Use crimped connectors and splices only. Wire nuts are unacceptable.
- E. Wiring:
 - 1. Power Wiring: Comply with wiring methods in Section 260519 "Low-Voltage Electrical Power Conductors and Cables."
 - 2. Controls: Comply with wiring methods in Section 260519 "Low-Voltage Electrical Power Conductors and Cables."

3.2 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections with the assistance of a factory-authorized service representative.
 - 1. Compare equipment nameplate data for compliance with Drawings and Specifications.
 - 2. Inspect anchorage, alignment, grounding, and clearances.
 - 3. Verify that electrical wiring installation complies with manufacturer's written installation requirements.
- B. An SPD will be considered defective if it does not pass tests and inspections.
- C. Prepare test and inspection reports.

3.3 STARTUP SERVICE

- A. Complete startup checks according to manufacturer's written instructions.
- B. Do not perform insulation-resistance tests of the distribution wiring equipment with SPDs installed. Disconnect SPDs before conducting insulation-resistance tests and reconnect them immediately after the testing is over.
- C. Energize SPDs after the power system has been energized, stabilized, and tested.

SECTION 264313 - SURGE PROTECTION FOR LOW-VOLTAGE ELECTRICAL POWER CIRCUITS

3.4 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to operate and maintain SPDs.

END OF SECTION 264313