

**Project Manual:  
Divisions 0 - 33**

## **RICHMOND COMMUNITY SCHOOLS**

### **RICHMOND HIGH SCHOOL FIRE ALARM UPGRADES**

**OWNER:**

**Richmond Community Schools  
300 Hub Etchison Parkway  
Richmond, Indiana 47374**

**Architect:**

**LWC Inc.  
712 East Main Street  
Richmond, Indiana 47374  
(765) 966-3546 Fax (765) 962-9195**

**DATE: November 13, 2020**

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**O**

**DIVISION**

**BIDDING AND CONTRACT REQUIREMENTS**

**RICHMOND COMMUNITY SCHOOLS**  
**300 Hub Etchison Parkway**  
**Richmond, IN 47374**

**NOTICE TO BIDDERS**

The Richmond Community Schools of Richmond, Indiana, will receive bids for **Richmond High School Fire Alarm Upgrades** up to 3:00 p.m., prevailing local time, December 11, 2020, at the School Administration Building, 300 Hub Etchison Parkway, Richmond, Indiana. All bids must be filed on the required non-collusion affidavit properly signed and executed as evidence of financial responsibility and filed with Karen Scalf, Chief Financial Officer, of Richmond Community Schools at 300 Hub Etchison Parkway, Richmond, Indiana 47374. Each bidder shall submit either a bond, money order, cashier's check or certified check for five percent (5%) of the amount of the bid, made payable to Richmond Community Schools. Facsimile delivered bid forms will not be accepted. All bids must be made in compliance with the laws governing such matters and the Board of School Trustees reserves the right to reject any or all bids or to accept the lowest responsible and responsive bid, not necessarily the low bid, or to accept bids on one or more separate items. Detailed specifications and bidding procedures for bidders may be downloaded from LWC's FTP site starting November 13, 2020. Instruction to access the documents can be provided by emailing Sherry Jeffers at [sjeffers@lwcinspires.com](mailto:sjeffers@lwcinspires.com).

**BOARD OF SCHOOL TRUSTEES**  
**RICHMOND COMMUNITY SCHOOLS**

Mr. Brad Walton, President  
Mr. John Weber, Vice-President  
Ms. Suzanne Derengowski, Secretary  
Mr. Keith Morey, Member  
Mr. Jeff A. Slifer, Member  
Mr. Aaron L. Stevens, Member  
Ms. Nicole Stults, Member

**SECTION 000100 - INSTRUCTIONS TO BIDDERS**

Sealed bids for the Richmond High School Fire Alarm Upgrades will be received by the Richmond Community Schools (hereinafter referred to as the "Owner") at the Richmond Community School's Board Room, 300 Hub Etchison Parkway, Richmond, Indiana 47374 until 3:00 P.M. local Time, on December 11, 2020. The bids shall be noted for date and time upon receipt. Bids received after said time but during the bid opening meeting shall be noted with time of receipt, opened, and publicly read aloud, and thereafter handled by the Owner as required by applicable law.

Complete and detailed bidding documents for this work are on file and may be examined by prospective bidders at the following places:

LWC, Inc.  
712 East Main Street  
Richmond, Indiana 47374  
(765) 966-3546  
Fax (765) 962-9195

**On Line**  
LWC's FTP  
Contact Sherry Jeffers by email:  
[sjeffers@lwcinspires.com](mailto:sjeffers@lwcinspires.com)

Department of Building and Grounds  
Richmond Community Schools  
302 North 7<sup>th</sup> Street  
Richmond, Indiana 47374

1. **INTERPRETATION:**

No oral interpretation will be made to any bidder as to the meaning of the Specifications. Every request for such an interpretation shall be made in writing and addressed to LWC, Inc., 712 East Main Street, Richmond, Indiana 47374 or by email to Kevin R. McCurdy, [kmccurdy@lwcinspires.com](mailto:kmccurdy@lwcinspires.com). No inquiry received within ten (10) days of the date fixed for opening of bids will be given consideration.

Every interpretation made to a bidder will be in the form of an Addendum to the Specifications, which, if issued, will be emailed to all prospective bidders (at the respective addresses furnished for such purposes) not later than seventy-two (72) hours prior to the date fixed for the opening of bids. Failure of any bidder to receive any such Addenda or interpretation shall not relieve any bidder from any obligation under his bid as submitted. All Addenda so issued shall become part of the Contract Documents. Receipt of each Addendum must be acknowledged on the Bid Proposal Form.

2. **EXAMINATION OF SITE, SPECIFICATIONS, ETC.:**

Each bidder shall visit the site of the proposed work and fully acquaint himself with conditions as they exist, so he may fully understand the facilities, difficulties and restrictions attending the execution of the work under this Contract. Bidders shall also thoroughly examine and be familiar with the Specifications. The failure or omission of any bidder to receive or examine any form, instrument or

document, or to visit the site and acquaint himself with conditions there existing shall, in no way, relieve any bidder from any obligations with respect to his bid.

By submitting a bid, the bidder agrees that he has examined the site, the Specifications, all other bidding documents and, where the Specifications require, a given result to be produced in any part of the Work, that the Specifications are adequate and the required result can be produced under the Specifications.

No claim for any extra will be allowed because of alleged impossibilities in the production of the results specified or because of inadequate or improper Drawings and Specifications.

**Pre-bid Meeting will be held prior to the bid due date. A meeting will be held on Tuesday November 24, 2020, at 9:00 A.M. Local Time at Richmond High School, 380 Hub Etchison Parkway, 47374. Tours of the building will follow.**

3. TIME FOR RECEIVING THE BIDS:

Bids received prior to the time of opening will be securely kept unopened. Bids submitted by mail should be addressed to Richmond Community Schools (hereinafter referred to as the "Owner"), 300 Hub Etchison Parkway, Richmond, Indiana 47374, ATTN: Karen Scalf. The person whose duty it is to open them will decide when the specified time has arrived. Bids received after said time but during bid opening meeting shall be noted with time of receipt, opened, and publicly read aloud, and thereafter handled by the Owner as required by applicable law. No responsibility will be attached to the office for the premature opening of a bid not properly addressed and identified. Telegraphic modification of bids already submitted will not be considered.

4. SUBSTITUTIONS:

Each bidder represents that his bid is based upon the materials and equipment described in the bidding documents.

Whenever a particular brand, product name or named manufacturer is listed in the Contract Documents, the intent is to establish a level of quality, performance or product characteristic and is not intended to limit competition or prevent a Bidder from proposing the use of a different but functionally comparable brand, product or manufacturer. The Bidder is advised to follow the procedures for submittal of such a proposed alternate or substitution that are contained in the immediately following paragraph.

No substitution will be considered unless written request has been submitted to the A/E for approval at least ten (10) days prior to the date for receipt of bids for single items and fourteen (14) days for

multiple items. Each such request shall include a complete description of the proposed substitute, the name of the material or equipment for which it is to be substituted, drawings, cuts, performances and test data, written statement to indicate where any differences occur, and any other data or information necessary for complete evaluation. A/E will make no determination unless all of the above information is provided. The A/E is not obligated to contact the provider of such request to gain any of the above information not supplied and furthermore will not act upon any request where all of the above information and data is not supplied with request.

5. VOLUNTARY ALTERNATE BIDS:

Voluntary alternate bids will not be considered unless called for or approved by the A/E.

6. CORRECTIONS:

Erasures or other changes in the bids must be explained or noted over the signature of the bidder.

7. UNIT PRICES:

The Contractor shall submit unit prices for any items requested. These unit prices will be used in determining additions to or deductions from the contract amount, when authorized changes in the Work, as shown on the Drawings and/or Specifications, are directed. Any bidder not complying with this request will put his bid in jeopardy of being accepted.

Unit prices shall include the furnishing of all labor and materials, overhead and profit, complete in place unless otherwise noted.

8. CONTRACTOR'S DIRECT PARTICIPATION IN WORK:

The General Contractor will be required to complete at least twenty five (25%) percent of the labor portion of the contract work with his own organization.

All other contractors will be required to complete at least twenty-five (25%) percent of the labor portion of the Contract Work with his own organization. This percentage shall be exclusive of the Contractor's supervision.

9. TAXES, PERMITS, INSPECTIONS, ETC.:

All bid amounts are to include the cost of all state and local taxes, cost of all required permits and inspections as required by governing agencies other than local inspections and permits. This project

being a school project, all fees have been waived by the City of Richmond. State sales tax is not to be included in the bid price. The Owner is sales tax exempt. The exemption number shall be furnished by the Owner to the Contractor for his use.

10. PREPARATION AND SUBMISSION OF BIDS:

Proposals shall be submitted on General Form No. 96 (Revised 2010), prescribed by the Indiana State Board of Accounts (Bid Form) and on the Bid Proposal Form provided in this manual, Section 000400.

Sealed Bids and Number Required:

- a. All bids must be submitted in duplicate.
- b. The Bid, bid security, and 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 indicated below and shall be identified with the Project name, division of work and the Bidder's name and address. 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.

Karen Scalf  
Chief Financial Officer  
Richmond Community Schools  
Richmond High School Fire Alarm Upgrades  
300 Hub Etchison Parkway  
Richmond, Indiana 47374

- c. The Owner may consider, as informal, any bid on which there is an alteration of or departure from the bid procedure stated herein.

The bidder is required to submit proposals for all alternates and unit prices. In the event the bidder does not desire to make a change from the base bid, he shall so indicate by using the words "no change".

Indication of Amounts:

- a. Each proposal shall have the amount written with ink or typewritten in words and figures. Should there be any discrepancies between the words and figures indicating any amount in the proposal, the amount written in words shall be taken as the correct amount.
- b. Any bid may be rejected if it contains any alterations or erasures.

Requirements for Signing Bids:

- a. Any bid not signed by the individual marking same shall have attached to it a Power of Attorney evidencing authority to sign the bid in the name of the person for whom it is signed.
- b. A bid signed for a partnership shall be signed by one of the partners, or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be a Power of Attorney attached to the bid evidencing authority to sign the bid, executed by the partners.
- c. Bids which are submitted by a corporation shall have the correct name thereof and the signature of the president or other authorized officer of the corporation and secretary or an assistant secretary manually written below the corporate name following the word "by \_\_\_".

Bid Guarantee:

- a. Each bid must be accompanied by a bid guarantee, which shall be not less than five percent (5%) of the amount of the bid. Bidders may, at their option, submit bid guarantee in the form of a certified check, bank draft, U. S. Government Bond (as par value) or a Bid Bond A.I.A. Form A-310. Certified check or bank draft must be made payable to the order of Richmond Community Schools. Cash deposits will not be accepted. The bid guarantee shall insure the execution of the Contract and the furnishing of Performance & Labor and Material Payment Bonds by the successful bidder, as specified in the Contract Documents.
- b. Contractor is authorized to use the bonding company's standard bid bond, in lieu of the A.I.A. form specified in paragraph above, provided the form is substantially the same.
- c. Revised bids, whether forwarded by mail or telegram, if representing an increase in excess of two percent of the original bid, must have the bid guarantee adjusted accordingly, otherwise, the revision of the bid will not be considered, and the original bid shall remain in force.
- d. In case bid guarantee is in the form of a certified check, bank draft, or U. S. Government Bond, the Owner may make such disposition of the same as will accomplish the purpose for which it was submitted. Certified checks or bank drafts, or the amount thereof, and U. S. Government Bonds of unsuccessful bidders will be returned as soon as practical after the opening of the bids.
- e. Unless otherwise provided in any supplement to these Instructions to Bidders, no bidder shall modify, withdraw or cancel his bid or any part thereof for ninety (90) days after the time designated for the receipt of bids without the consent of the Owner.

Questionnaire:

- a. Each set of bids shall be accompanied by a fully executed copy of General Form No. 96 (Revised 2010) prescribed by the Indiana State Board of Accounts (Standard Questionnaire and Financial Statement for Bidders).

Non-Collusion Affidavit:

- a. Each bidder shall furnish, with his bid, an affidavit that such bidder has not directly or indirectly entered into a combination, undertaking, collusion, or agreement with any other bidder or prospective bidder, or with any officer or member of the Board of Education which tends to or does lessen or destroy free competition in the letting of contracts sought for these Instructions to Bidders.

11. AWARD OF CONTRACT:

When Award is Effectual:

- a. The Contract shall be deemed to have been awarded when notice of award shall have been duly served upon the awardee (i.e., the bidder or bidders to whom the Owner contemplates awarding the Contract or Contracts) by some officer or agent of the Owner duly authorized to give such notice.

Award of Contract, Rejection of Bids:

- a. The Contract will be awarded to the lowest responsible bidder complying with the conditions of the Bidding Documents, provided his bid is reasonable, and it is in the interest of the Owner to accept it. The bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all bids, and waive any informality in bids received whenever such rejection or waiver is in the interest of the Owner.

The Owner also reserves the right to reject the bid or any bidder who has previously failed to perform properly or complete on time, Contracts of a similar nature; who is not in a position to perform the Contract; or, who has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors, material-men or employees.

In determining the lowest responsible bidder, the following elements, in addition to those above mentioned, will be considered:



- a. Whether the bidder involved:
- 1) maintains a permanent place of business,
  - 2) has adequate plant equipment and personnel to do the work properly and expeditiously,
  - 3) has a suitable financial status to meet the obligations incidental to the work,
  - 4) and has appropriate technical experience.
- b. If required, the bidder shall submit to the A/E, a properly executed Contractor's Qualifications Statement, A.I.A. Document A305.
- c. The Owner reserves the right to accept any, or all, or any combination of the requested alternates, and accept them in any order as he may deem it to be in his best interest in determining the lowest responsible bidder.

Performance Bond, Payment Bond, Execution of Contract:

- a. The successful bidder will be required to furnish to the Owner Performance & Labor and Material Payment Bonds in a penal sum of one hundred percent (100%) of the total amount payable by the terms of the contract.

Bonds shall be executed by a surety company or letter of credit issuer bank, as applicable, in a form approved by the Owner, Contractor and surety or letter of credit issuer bank, as applicable. Such bond, among other conditions, shall be conditioned for payment for all material used in the work and for all labor performed in the work, whether by subcontractor or otherwise.

- 1) Said bond shall remain in full force and effect, during the life of the contract and during the term of any guarantee or warranty required by the specifications.
- 2) Contractor shall keep his Bonding Company informed of any and all changes in amount of his contract with the Owner.

It is understood and agreed that the Surety expressly waives whatever right it may have to be notified on any alterations, modifications, and additions which may be directed by Owner or A/E under the terms hereof. And it expressly agrees that no change, modifications, omission or addition in and to the terms or conditions of this contract, said plans, specifications, or profiles, or any irregularity or defect in this contract or in the proceedings preliminary to the letting and awarding thereof, shall in no way affect or operate to relieve, release or discharge said Surety.

- b. The successful bidder will be required to execute a contract with the Owner, in the Standard A.I.A. Form A101 (latest edition), in such manner of counterpart as the Owner may request.
- c. Such Performance & Labor and Material Payment Bonds will be furnished, and such Contract shall be executed and delivered, by the successful bidder within ten days after notice of award of contract by the Owner.

Liquidated Damages for Failure to Enter Into Contract:

- a. The successful bidder, upon his failure or refusal to execute and deliver the Contract and bond required within ten (10) days after he has received notice of the award of work, shall forfeit to the Owner as liquidated damage for such failure or refusal, the security deposited with his bid.

12. NONDISCRIMINATION PROVISIONS

- a. General:

The Contractor shall perform, observe and comply with all applicable state, municipal and federal laws, rules, regulations and Executive Orders pertaining to nondiscrimination against employees or applicants for employment because of race, color, religion, national origin or ancestry. When required by such laws, rules, regulations and Executive Orders, the Contractor shall include nondiscrimination provisions in all contracts and purchase orders.

- b. State of Indiana Requirements:

Pursuant to Indiana Code 22-9-1-10 and the Civil Rights Act of 1964, the parties and any contractors or subcontractors thereof, shall not discriminate against any employee or applicant for employment in the performance of this contract. Parties shall not discriminate with respect to the hire, tenure, terms conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this provision may be regarded as a material breach of this contract.

**13. INDIANA PUBLIC WORKS LAW CERTIFICATE**

**Contractor will be expected to execute the following Public Works Law Certificate.**

**INDIANA PUBLIC WORKS LAW CERTIFICATION**

\_\_\_\_\_ (Name), \_\_\_\_\_ (Position) at \_\_\_\_\_  
(Entity) ("**Company**"), hereby certify that:

1. I have personal knowledge of the facts recited herein. I am over the age of eighteen (18) and am mentally competent to make this certification.+
2. As a \_\_\_\_\_ (Position) at Company, I am competent, authorized, and capable to execute this certification on Company's behalf.
3. This certification is made pursuant to Ind. Code § 5-16-13. I understand the terms and conditions of Ind. Code Sec. 5-16-13 are expressly incorporated by reference into the Contract for the work at \_\_\_\_\_ ("Project").
4. Company shall maintain general liability insurance in at least the following amounts:  
1) for each occurrence limit, One Million Dollars (\$1,000,000.00) and 2) for the general aggregate limit, Two Million Dollars (\$2,000,000.00).
5. Company must be qualified under either Ind. Code § 4-13.6-4 or Ind. Code § 8-23-10.
6. Company must comply with the City and State's E-Verify requirements and submit the \_\_\_\_\_'s E-Verify affidavit.

RICHMOND COMMUNITY SCHOOLS  
RICHMOND HIGH SCHOOL  
FIRE ALARM UPGRADES  
LWC COMMISSION NO. 20104.01

7. Company and all of its subcontractors will not pay cash to any individual employed by Company for any work that may be done by the individual on the Project.
8. Company and all of its subcontractors pays all of their employees, including any employees that may work on Project, in accordance with the Fair Labor Standards Act, Title 29, United States Code, Chapter 8. Company and its subcontractors have not been found responsible for any violation of the Fair Labor Standards Act or the Indiana Minimum Wage Law in the past three (3) years.
9. Company and all of its subcontractors pay all of their employees, including any employees that may work on Project, in accordance with the minimum wage provisions found in the Indiana Minimum Wage Law, Ind. Code §§ 22-2-2-1 through 22-2-2-8.
10. Company and all of its subcontractors are in compliance with the Indiana Workers Compensation requirements contained in Ind. Code §§ 22-3-5-1 and 22-3-7-34.
11. Company and all of its subcontractors are in compliance with Indiana Unemployment Compensation requirements contained in Ind. Code §§ 22-4-1 through 22-4-39.5.
12. Company and all of its subcontractors must be in compliance with Indiana's Drug Testing requirements for employees in Ind. Code §§ 4-13-18-1 through 4-13-18-7.
13. Company must comply with the training requirements provided Ind. Code § 5-16-13- 12.
14. Company certifies that it shall self-perform at least 15% of the total Project.
15. Company shall preserve payroll and related records for a period of three (3) years after the completion of the project work and open them to inspection by the Department of Workforce Development.
16. During the term of this Agreement, Company shall enroll in and verify the work eligibility status of all newly hired employees

RICHMOND COMMUNITY SCHOOLS  
RICHMOND HIGH SCHOOL  
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LWC COMMISSION NO. 20104.01

of the company through the E-Verify program of the federal government if, and only if, such E-Verify program continues to exist.

I affirm under penalties for perjury that Company does not knowingly hire an illegal alien.

17.I further affirm under penalties for perjury that neither the Company nor any principals of or employees of the Company engage in investment activities with the nation state of Iran, as said activities are defined at IC 5-22-16.5-8.

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Signature

END OF SECTION 000100

**FORM OF PROPOSAL**

For: **RICHMOND COMMUNITY SCHOOLS  
RICHMOND HIGH SCHOOL FIRE ALARM UPGRADES**

LWC Incorporated  
712 East Main Street  
Richmond, IN 47374  
Tel: 765-966-3546  
Fax: 765-962-9195

SUBMITTED BY:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

TO: Richmond Community Schools  
300 Hub Etchison Parkway  
Richmond, IN 47374

**Checklist:**

State Form 96 <b>(Revised 2013)</b>	Financial Statement
Bid Bond	Non-Collusion
Acknowledge No-Lien Contract Provisions	Indiana Public Law Certificate

Bonding Co.: \_\_\_\_\_

Addenda Received: \_\_\_\_\_

The undersigned, having carefully examined all contract documents, including Instructions to Bidders, General Conditions, Modifications to General Conditions, Special Conditions, Drawings, and Specifications and Addenda entitled:

Richmond Community Schools  
Richmond High School Fire Alarm Upgrades

Dated November 13, 2020, prepared by LWC Incorporated (Architects), Richmond, Indiana, and having examined the site, hereby proposed to furnish all materials, all services, all labor, and all equipment to complete all work as described in the contract documents for the following:

RICHMOND COMMUNITY SCHOOLS  
RICHMOND HIGH SCHOOL  
FIRE ALARM UPGRADES  
LWC COMMISSION NO. 20104.01

BASE BID:

**Base Bid:**

**TOTAL BASE BID – SINGLE PRIME CONTRACT:**

**\$** \_\_\_\_\_

**SUM IN WORDS:** \_\_\_\_\_

**ALLOWANCES**

The following allowances are included in the Base Bid:

NONE.

**UNIT PRICES**

Unit Price No. 1 – Replace existing Smoke Detector:

\_\_\_\_\_ Dollars Per Unit

(\$ \_\_\_\_\_) Per Unit

Unit Price No. 2 – Replace existing Duct Detector:

\_\_\_\_\_ Dollars Per Unit

(\$ \_\_\_\_\_) Per Unit

Unit Price No. 3 – Replace existing Pull Station:

\_\_\_\_\_ Dollars Per Unit

(\$ \_\_\_\_\_) Per Unit

Unit Price No. 4 – Replace existing Horn Strobe:

\_\_\_\_\_ Dollars Per Unit

(\$ \_\_\_\_\_) Per Unit

**ALTERNATES:**

NONE.



SIGNATURE SHEET:

A CORPORATION: \_\_\_\_\_

STATE IN WHICH INCORPORATED: \_\_\_\_\_

A PARTNERSHIP: \_\_\_\_\_

AN INDIVIDUAL: \_\_\_\_\_

BY: \_\_\_\_\_  
Signature Title

BY: \_\_\_\_\_  
Signature Title

BUSINESS ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

NOTE: A CORPORATION must present a certified copy of a resolution by its Board of Directors authorizing the signing of this proposal by any person other than the President of the Corporation. AN INDIVIDUAL must be the Owner and state the name of his business, as well as his full legal name.

**VOLUNTARY ALTERNATES:**

Contractors may voluntarily propose additional Alternates for the Owner's consideration.

Bidders desiring to submit voluntary Alternates shall list each below, together with the amount to be added to, or deducted from, the amount of their base bid. A brief description of each Alternate shall be included.

Voluntary Alternate #	Proposed Alternate	Add	Deduct

**SUBSTITUTION SHEET:**

All bids shall be based upon the "Standards" specified. (See standard substitution provision of specifications.)

Bidders desiring to make substitutions for "Standards" specified, shall list each proposed substitution below, together with the amount to be added to, or deducted from, the amount of their base bid.

Brand or Make Specified	Proposed Substitution	Add	Deduct



END OF FORM OF PROPOSAL



# CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)

Prescribed by State Board of Accounts

## PART I

(To be completed for all bids. Please type or print)

Date (month, day, year): \_\_\_\_\_

1. Governmental Unit (Owner): \_\_\_\_\_

2. County : \_\_\_\_\_

3. Bidder (Firm): \_\_\_\_\_

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

City/State/ZIPcode: \_\_\_\_\_

4. Telephone Number: \_\_\_\_\_

5. Agent of Bidder (if applicable): \_\_\_\_\_

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of \_\_\_\_\_

(Governmental Unit) in accordance with plans and specifications prepared by \_\_\_\_\_

\_\_\_\_\_ and dated \_\_\_\_\_ for the sum of  
\_\_\_\_\_ \$ \_\_\_\_\_

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

### CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS (If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, subject to the following conditions: \_\_\_\_\_

Contracting Authority Members:

_____	_____
_____	_____
_____	_____

PART II

(For projects of \$150,000 or more – IC 36-1-12-4)

Governmental Unit: \_\_\_\_\_

Bidder (Firm) \_\_\_\_\_

Date (month, day, year): \_\_\_\_\_

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner

3. Have you ever failed to complete any work awarded to you? \_\_\_\_\_ If so, where and why?

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4. List references from private firms for which you have performed work.

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### SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

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2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work)* that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

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3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

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4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

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5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

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### SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.





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**BID OF**

\_\_\_\_\_ *(Contractor)*

\_\_\_\_\_ *(Address)*

FOR  
**PUBLIC WORKS PROJECTS**  
OF

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Filed \_\_\_\_\_, \_\_\_\_\_

Action taken \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

## **SECTION 000500 – PRELIMINARY SCHEDULE**

### 1.1 PROJECT SCHEDULE

- A. First Advertisement: November 13, 2020
- B. Second Advertisement: November 20, 2020
- C. Pre-bid Meeting: November 24, 2020, at 9:00 am.
- D. Bids Due: December 11, 2020, at 3:00 pm.
- C. Anticipated Contract Award: January 13, 2021
- F. Spring Break: March 22 - 26, 2021\*
- B. Construction Start: May 27, 2021\*\*
- C. Substantial Completion Date: July 16, 2021
- D. Punchlist Completed: July 23, 2021

\* Dates provided to assist if Bidder wishes to consider starting period to proposed summer start date of May 27, 2021. See note below.

\*\* Note: All areas of the building will be available May 27, 2021, except Tiernan Center, which will be available after graduation on June 6, 2021. In addition, the Bidders may propose to start sooner than May 27, 2021. Refer to Specification Section 011000 – Summary for additional information on restrictions and requirements for work performed prior to May 27, 2021.



# AIA® Document A201® – 2017

## General Conditions of the Contract for Construction

**for the following PROJECT:**

*(Name and location or address)*

Richmond Community Schools  
Richmond High School  
Fire Alarm Upgrades

**THE OWNER:**

*(Name, legal status and address)*

Richmond Community Schools  
Board of Trustees  
300 Hub Etchison Parkway  
Richmond, IN 47374

**THE ARCHITECT:**

*(Name, legal status and address)*

LWC Incorporated  
712 East Main Street  
Richmond, IN 47374

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- 1 GENERAL PROVISIONS
- 2 OWNER
- 3 CONTRACTOR
- 4 ARCHITECT
- 5 SUBCONTRACTORS
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 7 CHANGES IN THE WORK
- 8 TIME
- 9 PAYMENTS AND COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 INSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS

**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.

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

Init.

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES



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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.

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

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

### § 3.5 Warranty

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

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

### § 3.6 Taxes

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

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

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

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

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

### § 3.7.4 Concealed or Unknown Conditions

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



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

### § 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

### § 3.9 Superintendent

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

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

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

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

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

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



Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

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

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

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

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

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

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

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

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

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

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

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

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



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

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

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

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

### § 3.13 Use of Site

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

### § 3.14 Cutting and Patching

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

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

### § 3.15 Cleaning Up

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

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



**§ 3.16 Access to Work**

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

**§ 3.17 Royalties, Patents and Copyrights**

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

**§ 3.18 Indemnification**

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

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

**ARTICLE 4 ARCHITECT**

**§ 4.1 General**

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

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

**§ 4.2 Administration of the Contract**

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

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

**§ 4.2.3** On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the



Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

#### **§ 4.2.4 Communications**

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

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

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

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

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

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

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

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

**§ 4.2.12** Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations



and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

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

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

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

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

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

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

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

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

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

### § 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor,



prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

#### **§ 5.4 Contingent Assignment of Subcontracts**

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

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

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

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

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

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

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

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

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

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

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

#### **§ 6.2 Mutual Responsibility**

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

**§ 6.2.2** If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work,



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

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

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

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

### **§ 6.3 Owner's Right to Clean Up**

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

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

### **§ 7.1 General**

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

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

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

### **§ 7.2 Change Orders**

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

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

### **§ 7.3 Construction Change Directives**

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

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

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



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

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

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

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

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

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

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

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

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

#### **§ 7.4 Minor Changes in the Work**

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will



affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

## **ARTICLE 8 TIME**

### **§ 8.1 Definitions**

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

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

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

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

### **§ 8.2 Progress and Completion**

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

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

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

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

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

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

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

## **ARTICLE 9 PAYMENTS AND COMPLETION**

### **§ 9.1 Contract Sum**

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

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

### **§ 9.2 Schedule of Values**

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



unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

### § 9.3 Applications for Payment

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

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

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

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

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

### § 9.4 Certificates for Payment

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

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



## § 9.5 Decisions to Withhold Certification

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

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

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

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

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

## § 9.6 Progress Payments

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

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

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

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

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



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

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

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

### **§ 9.7 Failure of Payment**

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

### **§ 9.8 Substantial Completion**

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

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

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

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

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



### **§ 9.9 Partial Occupancy or Use**

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

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

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

### **§ 9.10 Final Completion and Final Payment**

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

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

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



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

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

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

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 Safety Precautions and Programs

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

### § 10.2 Safety of Persons and Property

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

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

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

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

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

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

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

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



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

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

### § 10.3 Hazardous Materials and Substances

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

**§ 10.3.2** Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

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

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

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

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

### § 10.4 Emergencies

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



## ARTICLE 11 INSURANCE AND BONDS

### § 11.1 Contractor's Insurance and Bonds

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

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

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

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

### § 11.2 Owner's Insurance

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

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

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



### **§ 11.3 Waivers of Subrogation**

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

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

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

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

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

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

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

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

### **§ 12.1 Uncovering of Work**

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

**§ 12.1.2** If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to



the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

## **§ 12.2 Correction of Work**

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

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

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

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

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

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

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

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

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

## **§ 12.3 Acceptance of Nonconforming Work**

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

## **ARTICLE 13 MISCELLANEOUS PROVISIONS**

### **§ 13.1 Governing Law**

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



## § 13.2 Successors and Assigns

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

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

## § 13.3 Rights and Remedies

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

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

## § 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

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

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

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

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

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

## § 13.5 Interest

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



## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 Termination by the Contractor

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

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

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

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

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

### § 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance,



the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

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

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

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

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

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

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

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

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

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

### ARTICLE 15 CLAIMS AND DISPUTES

#### § 15.1 Claims

##### § 15.1.1 Definition

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

##### § 15.1.2 Time Limits on Claims

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

##### § 15.1.3 Notice of Claims

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



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

#### § 15.1.4 Continuing Contract Performance

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

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

#### § 15.1.5 Claims for Additional Cost

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

#### § 15.1.6 Claims for Additional Time

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

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

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

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

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

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

#### § 15.2 Initial Decision

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

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



Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

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

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

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

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

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

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

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

### **§ 15.3 Mediation**

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

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

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



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

## **SECTION 000800 - SUPPLEMENTARY CONDITIONS**

The following Supplementary Conditions modify, change, delete or add to the General Conditions of the contract for Construction.

1. INDIANA SALES AND USE TAX:

The labor and materials furnished under this contract will be used, when the project is completed by the Owner for its tax exempt purposes. Accordingly, the Indiana Gross Retail and Use Tax (Sales and Use Tax) will not apply to the purchase of materials under this contract by the Owner from the Contractor. The Owner will issue an appropriate exemption certificate to the Contractor to that effect.

2. SPECIAL PROVISIONS REGARDING RETAINAGE, BONDS AND PAYMENT OF CONTRACTORS AND SUB-CONTRACTORS:

Effective May 1, 1972, the laws of the State of Indiana (IC 1971 5-16-5.5) contain certain special provisions regarding retainage, bonds and payment of contractors and sub-contractors. The contracts entered into will be governed by those provisions. With respect to contracts in excess of \$200,000 entered into between a contractor and the Owner, these provisions require among other things, that the amounts retained by the Owner from the contractor pursuant to retainage provisions be placed in an escrow account in accordance with a written escrow agreement to be executed by the contractor. Pursuant to these provisions, the successful bidder will be required to comply with all applicable provisions of the statute referred to above with respect to each of his sub-contractors (as the term sub-contractor is defined in the statute referred to above). The form of the escrow agreement shall be in accordance with the agreement bound hereafter.

3. PAYMENTS TO CONTRACTORS:

Monthly payments will be based on 90% of the value of the labor performed and materials incorporated into the building project since the preceding payment period, plus 90% of the value of the materials suitably stored and protected at the site ready for incorporation in the work. Applications for payment, subsequent to the first application, shall be accompanied by Affidavits and Waivers of Lien from the prime contractors and all major suppliers/subcontractors.

Form of application for payment shall be AIA Document G-702, Application and Certificate for Payment, supported by AIA Document G703, Continuation Sheet, executed in same form as the Schedule of Values. Application shall be submitted in quintuplet including all supporting documentation.

All contracts above two hundred thousand dollars (\$200,000) must provide for a retainage to be withheld from progress payments made by the Owner to the Contractor. At the election of the Contractor, the funds comprising the retainage shall be placed in an escrow account with a bank or savings and loan association mutually agreeable to the Contractor and Owner and authorized by a written agreement executed by each. If the Contractor agrees, the funds comprising the retainage may



be held by the Owner pending final payment, as defined in the Contract Documents. In such a case, the retainage funds held by the Owner shall not bear interest during the term of the escrow. The retainage to be withheld can be either:

1. Ten percent (10%) of the dollar value of all satisfactory work completed up to fifty percent (50%) complete or
2. Five percent (5%) of the dollar value until all work is completed.

Within sixty-one (61) days following the date of substantial completion, the contractor shall be paid all escrow principal and income. However, if any work remains, two hundred percent (200%) of the value of each item value shall be retained.

Bills of sale, vouchers or such other evidence to support the contractor's right to payment for the latter condition may be required for the Owner's protection. No material thus paid for to be removed from the premises without the Owner's permission.

Contractor shall furnish, before the first application, a schedule of values of the various parts of the work aggregating the total sum of the contract. This schedule when approved by the A/E, shall be used as a basis for certificate of payment. In applying for payments, the contractor shall submit a statement based on this application, showing his right to the payment claimed. Application shall be made ten (10) days before payment is due.

Final payment due and payable sixty-one (61) days following final completion and acceptance of work.

Final application for payment shall be accompanied by the following additional documents: AIA Document G706, Contractor's Affidavit of Payment of Debts and Claims; AIA Document G706A, Contractor's Affidavit of Release of Liens; AIA Document G707, Consent of Surety, Unconditional Final Waivers of Lien from all Sub-contractors and Suppliers and Final Conditional Waivers of Lien from the Prime Contractors.

4. INSURANCE REQUIREMENTS:

Add the following to Subparagraph 11.2.1 of AIA Document A201-2017, General Conditions of the Contract for Construction.

OWNER'S LIABILITY INSURANCE:

The Owner shall be responsible for and at his option may maintain such insurance as will protect from his contingent liability to others for damages because of bodily injury, including death, which may arise from operations under the Contract, and any other liability for damages which the Contractor is required to insure under any provision of the Contract.

CONTRACTOR'S LIABILITY INSURANCE:

- A. Each Contractor shall take out and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the work is located, insurance of such types and in such amounts as are necessary to protect the Contractor from claims set forth below which may arise of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable whether such operations be by the Contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.
- B. No Contractor shall commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by the Owner, nor shall any Contractor allow any subcontractor to commence work on his subcontract until the required insurance has been obtained by the subcontractor and approved by the Owner. Each and every Contractor and Subcontractor shall maintain all insurance required under paragraph E of this Section for not less than one year after completion of this contract.
- C. Contractor shall submit to the Architect four (4) copies of Certificates of Insurance for this review and the Owner's approval prior to commencement of the Work. The form of certificate preferred is AIA Document G705, Certificate of Insurance. Certificates shall include each and every type of coverage specified.

In the event the Contractor engages Subcontractor for all or a portion of the work required by this agreement, the Contractor will require any and all Subcontractors to also assume all of the duties, obligations and requirements in this Section. The Contractor shall require each Subcontractor to provide Certificates of Insurance evidencing the insurance required by this Section naming the Contractor and Owner (and Building Corporation if bid is assigned by Owner to Building Corporation) as Additional Insureds, except as respects Workers' Compensation Insurance and that insurance carried and maintained by the Subcontractor meets all the requirements of this Section.

- D. If requested by the Owner, Contractor shall furnish the Owner with true copies of each policy required of him or his subcontractors. Said policies will not be cancelled or materially altered, except after thirty (30) days advance written notice to the Owner and Architect, mailed to the addresses indicated herein.
- E. Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:
  - 1. Premises' Operations (deleting any X-C or U exclusions).
  - 2. Products and Completed Operations.
  - 3. Contractual, including specific provisions for the Contractor's obligations under Paragraph I.



- 4. Owned, Non-Owned, and Hired motor vehicles.
- 5. Broad Form Property Damage including Completed Operations.

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limit where applicable shall apply separately to each project under this Contract.

Coverage shall be written on an "Occurrence" form unless otherwise approved by the Owner.

The Architect and the Owner (and Building Corporation if bid is assigned by Owner to Building Corporation) shall be named as additional Insureds under the Comprehensive General Liability Insurance policy or the Commercial General Liability Policy.

- F. The insurance required by Paragraph E above shall be written for not less than any limits of liability shown on the "Schedule of Insurance Coverages Required" found herein, or required by law, whichever is greater.

SCHEDULE OF INSURANCE COVERAGES REQUIRED

<u>TYPE OF INSURANCE</u>		<u>LIMITS OF LIABILITY</u>	
		<u>EACH OCCURRENCE AGGREGATE</u>	
1. a) Workers' Compensation b) Employer's Liability	Statutory	\$ 1,000,000/\$500,000/\$100,000	
2. Comprehensive General Liability Including: (X) Premises/Operations (X) Underground Explosion & Collapse Hazard (X) Products/Completed Opr. (X) Contractual Liability (X) Independent Contractors (X) Broad Form Prop. Damage (X) Personal Injury (X) <u>Aggregate by Job Site</u> Endorsement	BODILY INJURY  PROPERTY DAMAGE  BI & PD COMBINED  PERSONAL INJURY	\$ 1,000,000  \$ 1,000,000  \$ 1,000,000  \$ 2,000,000	\$ 2,000,000  \$ 2,000,000  \$ 2,000,000  \$ 2,000,000
3. Comprehensive Automobile	BODILY INJURY		

RICHMOND COMMUNITY SCHOOLS  
RICHMOND HIGH SCHOOL  
FIRE ALARM UPGRADES  
LWC COMMISSION NO. 20104.01

Liability	(PER PERSON)	\$ 1,000,000	
(X) Any Auto	BODILY INJURY		
(X) All Owned Autos	(PER ACCIDENT)	\$ 1,000,000	
(X) Hired Autos	PROPERTY		
(X) Non-Owned Autos	DAMAGE	\$ 1,000,000	
( ) _____	BI & PD	\$ 1,000,000	
4. Excess Liability			
(X) Umbrella Form	BI & PD	\$ 5,000,000	\$ 5,000,000
( ) Other Than Umbrella Form	COMBINED		

5. Other (Specify)

H. If the Contractor's General Liability Insurance is provided by the Commercial Liability form (Occurrence Form), the Contractor's Automobile Liability Insurance shall include coverage for "Automobile Contractual Liability."

I. Hold Harmless Agreement

1. The Contractor shall indemnify and hold harmless the Owner and the Architect and their agents and employees from and against all claims, damages, losses and expenses including attorney's fee arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (including but not limited to the work) including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, any one directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
2. In any and all claims against the Owner or the Architect or any of their agents or employees by an employee of the Contractor, Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Hold Harmless Agreement shall not be limited in any way by any limitation on the amount payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.
3. The obligations of the Contractor under this Hold Harmless Agreement shall not extend to any claim, damage, loss or expense for which the Architect is legally liable



arising out of professional services performed by the Architect, his agents, or employees, including (1) the preparation of maps, plans, opinions, reports, surveys, designs or specifications, and (b) periodic observation of the work or engineering services.

PROPERTY INSURANCE

- A. The Contractor shall provide insurance coverage for portions of the Work stored off the site after written approval of the Owner at the value established in the approval, and also for portions of the work in transit.
- B. Each Contractor shall make such provisions as he deems necessary to replace all items of his work missing by theft prior to acceptance of his work by the Owner.

5. NONDISCRIMINATION PROVISIONS:

a. General:

The Contractor shall perform, observe and comply with all applicable state, municipal and federal laws, rules, regulations and Executive Orders pertaining to nondiscrimination against employees or applicants for employment because of race, color, religion, national origin or ancestry. When required by such laws, rules, regulations and Executive Orders, the Contractor shall include nondiscrimination provisions in all contracts and purchase orders.

b. State of Indiana Requirements:

Pursuant to Indiana Code 22-9-1-10 and the Civil Rights Act of 1964, the parties and any contractors or subcontractors thereof, shall not discriminate against any employee or applicant for employment in the performance of this contract. Parties shall not discriminate with respect to the hire, tenure, terms conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this provision may be regarded as a material breach of this contract.

6. ARBITRATION:

The Owner omits Arbitration - Article 15.4 paragraphs 15.4.1 thru 15.4.3 which is a part of AIA Document A201-2017, General Conditions of the Contract for Construction.

7. CHANGES IN THE WORK:

1. Add the following to subparagraph 7.2.2:

In subparagraph 7.2.2 the allowance for overhead and profit combined, included in the total cost to the Owner, shall be based on the following schedule:

- a. For the contractor, for the work performed by the contractor's own forces, fifteen percent (15%) of the cost.
- b. For the contractor, for work performed by his subcontractor, five percent (5%) of the amount due the subcontractor.
- c. For each subcontractor or sub-subcontractor involved, for work performed by his own forces, fifteen percent (15%) of the cost.
- d. For each subcontractor, for work performed by his sub-subcontractor, for work performed by his sub-subcontractors, five percent (5%) of the amount due the sub-subcontractors.
- e. Cost to which overhead and profit is to be applied shall be determined in accordance with Section 012100 -Allowances.
- f. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and subcontractors. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are subcontracts, they shall be itemized also. In no case will a change involving over \$500.00 be approved without such itemization.

8. GUARANTEE:

Contractor shall guarantee in writing for a period of one year from the date of final acceptance of the work against any and all defects in materials and/or workmanship that should manifest themselves within that period. Installations that are defective shall be removed and replaced without expense to the owner and to his satisfaction.

9. PERMITS:

Refer to INSTRUCTIONS TO BIDDERS - #9 TAXES, PERMITS, INSPECTIONS, ETC.

10. SCHEDULE OF WORK:

Progress and Completion:

Add the following subparagraphs to paragraph 8.2.4 and 8.2.5:



"8.2.4 Each prime contractor, subcontractor, and/or material company shall furnish sufficient labor forces, construction plant and equipment, temporary heat, enclosures, etc., required for their work and protection unless specified elsewhere, and shall work such hours, including night shifts and overtime operations as may be necessary to insure the prosecution of the work in accordance with the approved current progress schedule. If, in the opinion of the Architect or General Contractor, the Contractor falls behind the progress schedule, the Contractor shall take such steps as may be necessary to improve his progress and the Architect or General Contractor may require him to increase the number of shifts, and/or overtime operations, days of work, and/or the amount of construction plant, all without additional cost to the Owner. Failure of the Contractor to comply with the requirements of the Architect or General Contractor under this provision shall be grounds for determination by the Architect that the Contractor is not prosecuting the work with such diligence as will insure completion within the time specified. Upon such determination, the Owner shall have the right, without limiting any other right he may have to either not approve reduction of retainage or to terminate the Contractor's right to proceed with the work or any separable part thereof."

"8.2.5 Timely performance is an expressed condition of the contract and any delay in the Contractor's performance may excuse the Owner from his obligation to perform. Failure to abide by the time condition may be treated as a breach of contract.

11. ASBESTOS:

Contractors shall not use any asbestos containing materials for this project. At the end of the project, submit a certification to the A/E and Owner that no asbestos containing materials were used.

12. TOBACCO AND ALCOHOL:

Richmond Community Schools has a strict policy prohibiting the use of tobacco of any kind or alcohol on school property. This policy extends to all construction personnel. Individuals who violate this policy will be asked to leave the jobsite.

13. SEXUAL PREDATOR:

The Contractor shall not permit the employment of anyone who has been convicted of a sex offense requiring the person to register as a sex offender under Indiana Code 35-42-4-11.

14. CRIMINAL HISTORY BACKGROUND CHECKS:

Criminal history background checks shall be procured through Safe Hiring Solutions, LLC and furnished to the Owner, prior to a person being permitted to enter upon the school property for any purpose associated with this Contract. Costs for criminal history background checks shall be borne by any and all prime contractors, sub-contractors, sub-sub-contractors and so on down the line for all tiers of construction personnel who may be or have reason to be on the project site at any time. Contact information: Safe Hiring Solutions, LLC; 10 West Main Street, Danville, Indiana 46122; (317) 745-6946 or (888) 215-8296.

RICHMOND COMMUNITY SCHOOLS  
RICHMOND HIGH SCHOOL  
FIRE ALARM UPGRADES  
LWC COMMISSION NO. 20104.01

END OF SECTION 000800





# 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)*

Richmond Community Schools  
Board of Trustees  
300 Hub Etchison Parkway  
Richmond, IN 47374

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

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

Richmond Community Schools  
Richmond High School  
Fire Alarm Upgrades

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

LWC Incorporated  
712 East Main Street  
Richmond, IN 47374

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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## 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:

*(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 (\$ ), 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.)*



§ 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.)*

*(Paragraph deleted)*

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.)*

[ ] 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)

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
(Printed name and title)





# Document A101<sup>®</sup> – 2017 Exhibit A

## Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the \_\_\_ day of \_\_\_ in the year \_\_\_  
(In words, indicate day, month and year.)

for the following **PROJECT:**  
(Name and location or address)

Richmond Community Schools  
Richmond High School  
Fire Alarm Upgrades

**THE OWNER:**  
(Name, legal status and address)

Richmond Community Schools  
Board of Trustees  
300 Hub Etchison Parkway  
Richmond, IN 47374

**THE CONTRACTOR:**  
(Name, legal status and address)

### TABLE OF ARTICLES

- A.1 GENERAL
- A.2 OWNER'S INSURANCE
- A.3 CONTRACTOR'S INSURANCE AND BONDS
- A.4 SPECIAL TERMS AND CONDITIONS

#### ARTICLE A.1 GENERAL

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

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

##### § A.2.1 General

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

#### ADDITIONS AND DELETIONS:

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

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



## § A.2.2 Liability Insurance

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

| *(Paragraphs Deleted)*

| *(Table Deleted)*

| *(Paragraphs Deleted)*

| *(Table Deleted)*

| *(Paragraphs Deleted)*

| *(Table Deleted)*

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

### § A.3.1 General

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

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

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

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

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

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

### § A.3.2.2 Commercial General Liability

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



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

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

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

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

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

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than (\$ ) each accident, (\$ ) each employee, and (\$ ) policy limit.

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

§ A.3.3.2.6 Other Insurance

Init.



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

**Coverage**

**Limits**

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

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

(Specify type and penal sum of bonds.)

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

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

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

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







**AIA**<sup>®</sup>

# Document A310™ – 2010

## ***Bid Bond***

**CONTRACTOR:**

*(Name, legal status and address)*

**SURETY:**

*(Name, legal status and principal place of business)*

**OWNER:**

*(Name, legal status and address)*

Richmond Community Schools  
Board of Trustees  
300 Hub Etchison Parkway  
Richmond, IN 47374

**BOND AMOUNT: \$**

**PROJECT:**

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

Richmond Community Schools  
Richmond High School  
Fire Alarm Upgrades

**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.

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

Init.

furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this    day of    ,

\_\_\_\_\_  
*(Contractor as Principal)*

\_\_\_\_\_  
*(Seal)*

\_\_\_\_\_  
*(Witness)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Surety)*

\_\_\_\_\_  
*(Seal)*

\_\_\_\_\_  
*(Witness)*

\_\_\_\_\_  
*(Title)*





**AIA**<sup>®</sup>

# 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)*

Richmond Community Schools  
Board of Trustees  
300 Hub Etchison Parkway  
Richmond, IN 47374

**CONSTRUCTION CONTRACT**

Date:

Amount: \$

Description:

*(Name and location)*

Richmond Community Schools  
Richmond High School  
Fire Alarm Upgrades

**BOND**

Date:

*(Not earlier than Construction Contract Date)*

Amount: \$

Modifications to this Bond:

None

See Section 18

**CONTRACTOR AS PRINCIPAL**

Company: *(Corporate Seal)*

Signature:

**SURETY**

Company: *(Corporate Seal)*

Signature:

Name and \_\_\_\_\_

Title:

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

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 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**

Company: \_\_\_\_\_  
Signature: \_\_\_\_\_  
*(Corporate Seal)*

**SURETY**

Company: \_\_\_\_\_  
Signature: \_\_\_\_\_  
*(Corporate Seal)*

Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_





**AIA**<sup>®</sup>

# Document A312™ – 2010

## Performance Bond

**CONTRACTOR:**

*(Name, legal status and address)*

**SURETY:**

*(Name, legal status and principal place of business)*

**OWNER:**

*(Name, legal status and address)*

Richmond Community Schools  
Board of Trustees  
300 Hub Etchison Parkway  
Richmond, IN 47374

**CONSTRUCTION CONTRACT**

Date:

Amount: \$

Description:

*(Name and location)*

Richmond Community Schools  
Richmond High School  
Fire Alarm Upgrades

**BOND**

Date:

*(Not earlier than Construction Contract Date)*

Amount: \$

Modifications to this Bond:

None

See Section 16

**CONTRACTOR AS PRINCIPAL**

Company: *(Corporate Seal)*

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

Name and

Title:

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

**SURETY**

Company: *(Corporate Seal)*

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 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 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 when applicable to participate in a conference as provided in Section 3.

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

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. 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;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 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:

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

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

§ 5.3 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 a 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 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 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, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven 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 5.4, and the Owner refuses the payment 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.



§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, 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. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .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 5; and
- .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.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 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, successors and assigns.

§ 10 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.

§ 11 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 a declaration of 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.

§ 12 Notice 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.

§ 13 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.

#### § 14 Definitions

§ 14.1 **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.

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

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **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.

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

§ 15 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.

§ 16 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**

Company: \_\_\_\_\_ (Corporate Seal)  
Signature: \_\_\_\_\_

**SURETY**

Company: \_\_\_\_\_ (Corporate Seal)  
Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

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

Name and Title: \_\_\_\_\_

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



## **SECTION 008160 – MODIFICATION TO GENERAL CONDITIONS**

These Supplementary Conditions modify, change, delete from or add to the "General conditions of the Contract for Construction" AIA Document A201 / 2017 Edition, and are hereby made a part of the Contract. Where any Article of the General Conditions is modified or any Paragraph, Subparagraph, or Clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of that Article, paragraph, Subparagraph or Clause shall remain in effect.

### ARTICLE 1 – GENERAL PROVISIONS

Add the following Subparagraph 1.1.1.1 as follows:

"The Contract Documents shall include the Bidding Documents such as the Invitation to Bid, the Instructions to Bidders, Sample Forms, the Contractor's Bid, all Addenda and other documents as specifically enumerated in the Owner-Contractor Agreement."

Add the following Subparagraphs 1.1.9 through 1.1.16:

1.1.9 The term "products(s)" as used in the Contract Documents refers to the materials, systems, and equipment provided by the Contractor for use in the Work of the Project.

1.1.10 The terms "warranty" and "guarantee" as used in the Contract Documents shall have the same meanings and shall be defined as "legally enforceable assurance of the duration of satisfactory performance or quality of a product or Work."

1.1.11 Where materials, systems, and equipment items are referred to in the singular, such reference shall not serve to limit the quantity required. Furnish quantities as required by the Contract Documents to complete the Work.

1.1.12 The Project Manuals are the volumes which include the Bidding Documents and Bid Forms; the Contracts, Conditions of the Contract and Division 1 - General Requirements, and the specifications noted on the drawings. Requirements set forth in the various sections of the Project Manual are interrelated and are binding on the Contractor in their entirety whether issued as one or multiple documents or volumes.

1.1.13 The term "Contractor" as used in the Contract Documents refers to the Contractor.

1.1.14 The general character and scope of the physical construction are shown by the drawings. Where a portion of the Work is fully drawn and the remainder is merely indicated, the portion fully drawn shall apply.

1.1.15 Calculated dimensions shall be followed in preference to scaled measurements. Dimensions on drawings and within the physical construction are subject to field verification.

1.1.16 Reasonable Time - Whenever a "reasonable time" is specified in any of the Contract Documents, the time allowed shall be forty eight (48) hours, weekends and holidays excluded, unless otherwise indicated or agreed upon. However, if it is necessary for any Contractor or Subcontractor to repair or replace any work after final acceptance of all work, the repair or replacement shall be done forthwith without regard for the foregoing provisions.

Add the following Subparagraphs 1.2.4, 1.2.5, and 1.2.6:

1.2.4 The limits of the Work shall not be restricted because of the arrangement of the Specifications. Where responsibility for particular work is required of a particular trade or contract, that trade or contract shall not be released from that responsibility by reason of the location of the specification working or drawing information which establishes the responsibility.

1.2.4.1 It is understood and agreed by the Contractor that the Work described in the Contract Documents is intended to be as complete as possible. The Contractor shall be held to provide all labor, equipment, materials, and related services necessary for the entire completion of the physical construction described in the Contract Documents and reasonably implied therefrom. The Contract Documents indicate the intended occupancy and utilization of the building and its individual systems, facilities, and components, and it is intended that the Contractor supply a building that is fit for the indicated use.

1.2.5 Should the Contract Drawings and Specifications be in disagreement with each other relative to quality or quantity of Work required, the better quality and/or the greater quantity shall govern, and shall be provided, unless instructions are otherwise furnished to the Contractor by the Architect in writing. If an item is shown on the Drawings, but not specified, the Contractor shall provide the item of a similar quality to other items specified, as determined by the Architect. If an item is specified but not shown on the Drawings, it shall be located as directed by the Architect.

1.2.5.1 Where a number is listed in the Contract Documents (as for gauges, weights, temperatures, amount of time, etc.) the number shall be interpreted as that or better. Variations must be requested in writing by the Contractor and must be approved in writing by the Architect.

1.2.6 The Contractor shall perform its duties hereunder with due diligence; in a good and workmanlike manner using new, good quality materials; in full compliance with the Drawings and Specifications; in accordance with all applicable laws, ordinances, and rules, and regulations.

1.5.2 After the last word "consultants," insert the phrase "which shall not be unreasonably withheld."

## ARTICLE 2 - OWNER

Add the following Paragraph 2.6:

### 2.6 COST OF COMPLETION

2.6 Neither the Owner nor its officers, agents, employees, or representatives are in any way liable or accountable to the Contractor for the method by which completion of Work, or any portion thereof, is accomplished or for the price paid therefore. The Contractor is responsible for all costs of completing the work in excess of the Contract Sum. The Owner does not forfeit the right to recover damages from the Contractor for failure to complete the Contract by taking over the work or declaring the Contractor in default. Maintenance of the work remains the Contractor's responsibility.



ARTICLE 3 - CONTRACTOR

Add the following Subparagraph 3.2.2.1:

3.2.2.1 The Drawings shall not be scaled. Indicated or figured dimensions shall be followed: In case of any discrepancy in the figures, the Contractor shall bring the matter to the attention of the Architect for decision before proceeding with the Work. Failure to follow this procedure shall be at the Contractor's own risk.

To Subparagraph 3.4.1 add the following Clause 3.4.1.1:

3.4.1.1 The Contractor shall place orders for materials and equipment to be incorporated in the Work as soon as possible after award of the Contract and receipt of approvals where applicable. The Contractor shall keep the Architect informed as to availability of all specified materials and equipment.

Add the following Subparagraphs 3.4.4 and 3.4.5:

3.4.4 The Contractor agrees that neither he nor his subcontractors will discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to hire, tenure, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of race, age, sex, color, religion, national origin, ancestry, or sexual orientation. Breach of this covenant may be regarded as a material breach of this Contract.

3.4.5 The Contract Sum will not be increased because of increases in labor rates, increases in material and equipment costs, and/or increases in equipment rental charges.

Add the following Subparagraphs to 3.5 as follows:

3.5.3 When so requested by the Architect, the Contractor and his Subcontractors and manufacturers or suppliers shall certify in writing that materials furnished by them comply with requirements described in Specifications and reference standards, including tests, and are so guaranteed by them. Certification shall be by affidavit from Contractor if so requested by the Architect.

3.5.4 As part of the Work, the Contractor shall properly adjust and regulate all systems and equipment so that such systems and equipment will function as intended; and it is understood that such systems and equipment cannot be properly regulated or adjusted until they are in actual use or operation.

3.5.5 The Contractor shall not be relieved of his general warranty obligation by the specification of a particular product or procedure.

3.5.6 The Contractor shall warrant all Work for a period of two years after the date established for substantial completion. Determination of this date shall be at the Architect's sole and absolute discretion and shall be final. The Contractor shall replace, without cost to the Owner or interference with Owner's operation, any defective workmanship or materials. All work shall be completed to the satisfaction of the Owner and Architect.

3.5.7 Manufacturers and fabricators of materials and products shall warrant their materials or products for a minimum period of one year after the date of substantial completion unless otherwise indicated in the Specifications. Owner may request such warranties in writing.

3.5.8 The responsibility for defective work shall not terminate at the end of the guarantee period. The Contractor shall continue to provide even beyond the two-year period, without limitation, such additional replacements or repairs required to correct all defective workmanship and materials for which written notice of the failure of compliance with Contract Documents has been given prior to the expiration of the two-year period.

3.5.9 The provisions contained in this paragraph 3.5 shall not be construed as restricting the Contractor's liability (or the Owner's right to recover damages) for breach of Contract by reason of non-conformance with the specifications or defects or faulty workmanship.

To Subparagraph 3.6 add the following Clauses 3.6.1, 3.6.2, 3.6.3, 3.6.4:

3.6.1 The Contractor shall pay all Social Security, unemployment and other taxes required by Federal, State, and Local Laws.

3.6.2 Contractors shall be responsible for informing themselves of tax laws, requirements, regulations, and interpretations as they apply to this Project.

3.6.3 Unless otherwise specified, the Contract Sum shall include all taxes applicable under tax laws in effect as of the date of Bid Opening, and which are applicable to the Work. If tax laws are subsequently amended by legislation, equitable net adjustment to the Contract Sum shall be made upon claim by either party involved. Separate Contractors and Subcontractors shall pay all taxes on materials, labor, or services furnished by them.

3.6.4 As provided in Clause 3.6.1, allowances shall include all applicable taxes, and failure by the Contractor to include applicable taxes shall not be cause to increase the Contract Sum.

Add the following Subparagraph 3.7.1:

3.7.1.1 The Contractor shall obtain and pay for a Certificate of Occupancy as required by governing authorities prior to final acceptance of the Project. Certificate shall be forwarded to the Owner.

3.7.1.2 LWC Incorporated will submit documents to the City and the Contractor shall obtain and pay for the General Building Permit as required by authorities having jurisdiction. All other permits, fees required by local authorities of the Contractor or his Sub-contractors shall be included with the Contractor's Bid. The Contractor shall obtain and pay for the "Occupancy Permit".

3.7.1.3 The Contractor shall obtain and pay for required "Tap in Fees".

3.7.1.4 The Contractor shall pay for the "Aid to Construction" charge.

Add the following Paragraph 3.10.4 and Subparagraphs 3.10.4.1 through 3.10.4.4:



3.10.4 When it becomes apparent from the weekly progress meeting that any activity completion date may not be met, the Contractor shall take some or all of the following actions at no additional cost to the Owner or the Architect:

3.10.4.1 Increase construction manpower in such quantities as will eliminate the backlog of work and put the Project back on schedule.

3.10.4.2 Increase the number of working hours per shift, shifts per working day, working days per week, or the amount of construction equipment, or any combination of the foregoing as will substantially eliminate the backlog of work and put the project back on schedule.

3.10.4.3 Reschedule activities to achieve maximum practical concurrency of accomplishment of activities and put the Project back on schedule.

3.10.4.4 If a Contractor fails to take any of the above actions within forty-eight (48) hours after receiving written notice, the Owner may take action to attempt to put the Project back on schedule, and deduct the cost of such actions from the moneys due or to become due the Contractor.

To Subparagraph 3.12.2 add the following Clause 3.12.2.1:

3.12.2.1 All Work shall be furnished and installed in accordance with the Drawings, Specifications, and as additionally required by the manufacturer's printed instructions. The Contractor shall review the manufacturer's instructions, and where conflict occurs between the Drawings or Specifications and the manufacturer's instructions, the Contractor shall request clarification from the Architect prior to commencing the work.

Modify Subparagraph 3.12.8 as follows:

3.12.8 In the first sentence, delete the words "approved submittals" and substitute in lieu thereof the words "submittals reviewed by the Architect" and delete the words "Architect's approval" and substitute in lieu thereof the words "Architect's review". In last sentence, delete the words "Architect's approval" and substitute "Architect's review".

Add the following Subparagraph 3.12.8.1:

3.12.8.1 The Contractor shall provide full information to the manufacturer as to the relevant performance requirements and conditions under which materials, systems, or equipment will be expected to operate. Certifications received shall be in the form of a presentation or assurance of performance at the Project site.

Add the following Subparagraph to 3.14:

3.14.3 Contractor and his Subcontractors shall provide chases, holes, and openings which are in correct location and of proper size, in their own work as may be necessary for proper installation of their own and other Subcontractor's work. Subcontractors shall consult with Contractor and any other Subcontractors concerned regarding proper location and size of chases, holes, and openings. In case of failure to leave or cut same in place, the Contractor, or Subcontractor shall cut them afterwards at his own expense. No excessive cutting will be permitted nor shall any structural members be cut without the consent of the Architect.

3.14.4 Each Contractor shall protect his work from damage at all times in a proper manner, or as the Architect may direct. Erect all necessary barriers, furnish and keep lighted and required danger signals at night, employ necessary watch person when required and take every precaution to prevent injury to persons or property.

3.14.5 Each Contractor shall be responsible for any damage which may accrue to the property of any other Contractor connected with the work, or to adjacent private or public properties, or to any portion of the structure which in any way results from the acts or neglect of his employees.

3.14.6 No Contractor shall cut away any structure, or other parts, or in any case allow the same to be done without the full knowledge and consent of the Architect and shall be held responsible for any damage resulting from any violations of the provisions of this clause.

Add the following Subparagraph 3.15.3 through 3.15.7:

3.15.3 All other Contractors and Subcontractors shall deposit their debris in a dumpster. Each Contractor shall be responsible for the removals daily of his crates and cartons in which materials, equipment, or fixtures are received. Failure of a Contractor to do so will require that this be done by the Owner and labor for doing so be charged to responsible Contractor. Debris removed from work site will be transported to an acceptable disposal site. Any debris, mud, or deleterious material from the building site will be removed from said streets at the end of each working day, or before, if directed by the Local Authority.

3.15.4 At the completion of the project, the Contractor, in addition to removal to accumulated rubbish, shall clean all first floor glass, clean windows both sides, replace any broken glass, remove paint, remove stains, spots, and marks from finish work and hardware.

3.15.5 At the completion of the project, the Contractor shall clean all plumbing fixtures and equipment he installs, including any fixtures which were used during construction.

3.15.6 The Contractor shall clean all light fixtures, including lenses, and miscellaneous devices which will include removing bugs, debris, stains, rust, and dirt after the completion of the building. Re-lamp all re-purposed/re-used fixtures. Re-lamp or furnish lamps to Owner for all fixtures used during construction.

3.15.7 The Contractor, at the completion of the work, shall remove all surplus material.

Add the following Subparagraph 3.18.3:

3.18.3 The Contractor shall be obligated to report errors or inconsistencies to the Architect and shall be liable for extra costs resulting from failure to give adequate notice of errors and inconsistencies.

Add the following Paragraph 3.19:

### 3.19 LABOR DISPUTES

3.19.1 The Contractor agrees to indemnify and hold the Owner and the Architect harmless from any and all losses or damages arising out of jurisdictional labor disputes or other labor troubles of any kind that may occur during performance of the Contract.

To Subparagraph 4.2 add the following Clauses 4.2.15, 4.2.16, 4.2.17:



4.2.15 The Architect will not be responsible for means and methods indicated by submittals.

4.2.16 The Architect will not be responsible for specified construction procedures. The Contractor shall be responsible for all construction means, methods, materials, and procedures. The Specifications may indicate or specify means, methods, and materials (including manufacturer's instructions, and reference codes and standards). Where the Architect makes such reference, it is merely to indicate a standard by which Work may be judged and to indicate means, methods, materials, and systems whose suitability has been demonstrated by standard construction practices and "Rules of the Trade", by certified test data, industry standards, governing regulations, and manufacturer's recommendations. The Contractor shall be responsible for making timely objections, proposing alternative, or making discrepancies known to the Architect when procedures and materials are specified.

4.2.17 Products, materials, or methods, etc., were selected by the Architect and are reasonably fit for the particular purpose and for the use indicated; and the Architect may rely on the sellers, manufacturers, fabricators, referenced standard, or Contractor's judgement regarding the specific uses of materials, methods, or equipment.

#### ARTICLE 5 - SUBCONTRACTORS

To Subparagraph 5.1.1 add the following Clause 5.1.1.1:

5.1.1.1 Material and equipment suppliers shall be included in the definition of Subcontractors.

Add the following Subparagraph 5.1.3:

5.1.3 If any Contractor, Subcontractor, or Sub-Subcontractor desires to obtain the services of any other Subcontractor or Sub-Subcontractor, the party hired to do the work shall become a Subcontractor or Sub-Subcontractor under the party who has hired him, and shall be subject to all provisions of the Contract Documents which pertain to Subcontractors and Sub-Subcontractors as applicable.

Add the following Subparagraph 5.2.5:

5.2.5 The Contractor shall submit, prior to the award of a Contract, to the Architect a list of the names of the Subcontractors proposed for all portions of the Work. The above list shall be submitted either on AIA Document G805 or on the Contractor's letterhead, in which case the list shall identify the work to be done, the firm's name, the address, the phone number, and the contact representative for each Subcontractor listed.

5.2.5.1 No Work shall be commenced and no payment will be approved until the Architect has received the above noted list of Subcontractors.

Add the following Subparagraph 5.3.1:

5.3.1 All subcontracts shall be in writing and the Contractor shall be responsible for forwarding copies to the Architect or Owner upon request.

#### ARTICLE 6 – CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

To Subparagraph 6.1.3 add the following Clause 6.1.3.1:

6.1.3.1 The Contractor's cooperation, as required by Subparagraph 6.1.3 shall include, but not necessarily be limited to, requirements for phased construction, the Owner's phased occupancy and all other needs for the project.

Add the following Subparagraph 6.1.5:

6.1.5 Any use of the premises and partial occupancy by the Owner shall not be construed as an acceptance of any portion of the Work nor a waiver of any claims.

#### ARTICLE 7 - CHANGES IN THE WORK

Add the following to Subparagraph 7.1:

7.1.4 The Contractor shall promptly notify the Architect should the Contractor encounter any concealed condition which might result in a claim for adjustment of the Contract Sum including adjustment on the basis of established unit prices. Failure to promptly notify the Architect will waive the right of the Contractor to seek an increase in the Contract Sum.

7.1.5 The Contractor shall verify all information given prior to beginning his work. The Contractor shall make careful investigation to establish the exact location of items indicated on the Drawings. The Contractor shall be responsible for all costs arising out of damage to such items which result from his work.

7.1.6 The Contractor shall be alert to any indication or evidence of existing or concealed utilities not shown on the Drawings and shall notify the Architect of such evidence. If the Contractor encounters such utilities or structures he shall cease operations immediately to minimize damage, and shall notify the Architect. Cost of unavoidable initial damage, and such supplemental and remedial work which is ordered by the Architect, shall be borne by the Owner in accordance with the General Conditions. The Contractor shall bear the cost of damage resulting from his failure to exercise reasonable care in his work, or from continuing operations without notifying the Architect.

7.1.7 Contractors bidding on this work are encouraged to visit the site and determine all local conditions that may in any way affect their work.

7.1.8 After award of the Contract, no substitutions of manufacturer, products, materials, equipment, or technique will be considered unless a formal written request is submitted by the Contractor to the Architect and substantiated by one or more of the following conditions:

7.1.8.1 Required for compliance with code requirements or insurance regulations not existing at the time of award of the Contract.

7.1.8.2 Impossibility of supplying in conformance with the Contract Documents, through no fault of the Contractor.



7.1.8.3 Where the substitution would clearly serve the Owner's best interest, in terms of cost, time, value, or other consideration.

7.1.8.4 Represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;

7.1.8.5 Represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;

7.1.8.6 Certifies that the cost data presented is complete and includes all related costs under this Contract but excludes costs under separate contracts, and excludes the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and

7.1.8.7 Will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

7.1.8.8 Substitution requests shall be timely, stating the reason why the substitution is being proposed and accompanied by complete data on the proposed substitution, substantiating compliance with the Contract Documents including product identification and description; drawings and catalog cuts; performance and test data, references and samples where applicable; and an itemized comparison of the proposed substitution with that as originally specified along with data relating to other portions of the work and the effect of such substitution on the Contract time schedule, design and artistic effect where applicable, and its relationship or effects on separate Contracts, if any; and accurate cost data on the proposed substitution in comparison with that as originally specified whether or not modification of the Contract Sum is to be a consideration.

7.1.8.9 The Architect shall be the judge of all proposed substitutions and his decision shall be final. Acceptable changes shall be incorporated in the Contract by Change Order, by Shop Drawings in accordance with Subparagraph 3.12.8, or other written order.

7.1.9 By making requests for substitutions, the Contractor:

7.1.9.1 Represents that he has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that originally specified.

7.1.9.2 Represents that he shall provide the same guarantee or warranty for the substitution that would be required for the item originally specified;

7.1.9.3 Certifies that the cost data presented is complete and includes all related costs under this Contract but excludes costs under Separate Contracts, and excludes the Architect's re-design costs, and further waives all claims for additional costs related to the substitution which subsequently become apparent; and,

7.1.9.4 Shall coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

7.1.10 Substitutions will not be considered if:

7.1.10.1 They are indicated or implied on Shop Drawings, Product Data, or Sample submissions without the formal written request required in applicable Subparagraph above; or,

7.1.10.2 For their implementation they require a substantial revision of the Contract Documents or work of the Owner or separate contractors in order to accommodate their use.

To Subparagraph 7.2.1 add the following Clauses 7.2.2, 7.2.3, and 7.2.4:

7.2.2 If requested, the Contractor shall submit to the Architect a detailed breakdown.

7.2.3 CHANGE ORDER PRICING GUIDELINES

- A. Labor - all field labor expended by the Trade Contractor at the base rate without fringe benefits. The payroll to be based on straight time (if overtime is needed, it should be included in the proposal), and to include number of hours and rate for each item in Bulletin.
- B. All establishing payroll taxes, assessments and fringe benefits. This may include Bond, FICA, Federal Unemployment, Local Health and Welfare, Local Pension Fund, State Unemployment Workers' Compensation, Public Liability and Property, Local Apprentice Fund. Each of these categories is to be a separate line item.
- C. Rental:  
Heavy equipment and trucking.
- D. Travel Expense:
  - 1. Travel expense for men brought to the job specifically for this work.
- E. Overhead:
  - 1. Overhead on Items A, B, C, D: 10 percent.
- F. Materials:
  - 1. All materials purchased by the Trade Contractor for this work.
  - 2. Agreed on value of materials taken from the Contract work, either as used or unused new materials.
- G. Profit on Items A, B, C, D, E, F: 5 percent.
- H. All Trade Subcontractor labor and material (enclose quotations).
- I. Trade Subcontractor Overhead and Profit: 8 percent
- J. Other reimbursable items - (without overhead or profit):
  - 1. Extra "out of pocket" insurance premiums, job connected.
  - 2. Telephone, telegrams, photos, etc.
  - 3. Fees for permits, licenses, inspections, etc.
  - 4. Premium payments for overtime work or special conditions.
- K. The use of the Trade Contractors' small tools, light weight equipment, gear, simple scaffolds, etc., shall be considered a part of the overhead cost.
- L. The Architect reserves the right to approve items entering into the "actual field cost" before commitments are made.
- M. The Owner has the right to audit the Contractor's records insofar as the "line item cost" work is concerned.

7.2.4 Proposals are submitted to the Architect on the approved form. Attached to Proposal shall be an Itemized Breakdown of each Item Applicable A through L used in preparing Estimate.

ARTICLE 8 - TIME



To Subparagraph 8.1.1 add the following Clause 8.1.1.1:

8.1.1.1 The Contract Time is a period of time allotted in the Contract Documents for the Substantial completion of all Work as defined in Subparagraph 8.1.3, including authorized adjustments thereto. The Contract Time includes the time required for clean up and preparation for Owner move in. The time required for Contractor shall be in accordance with the durations established in the Progress Schedule.

To Subparagraph 8.1.2 add the following Clause 8.1.2.1:

8.1.2.1 Notice to proceed will be issued to the Contractor. The Contractor shall obtain insurance and permits, file documents, and notices as required and necessary, and shall commence the Work immediately.

Add the following Subparagraphs 8.2.4 and 8.2.5:

8.2.4 Each Contractor and Subcontractor shall prosecute the work regularly and diligently at a rate of progress that maintains the Project Schedule and that insures the achievement of Substantial completion and the issuance of a "Certificate of Substantial Completion" no later than that date specified by the Project Schedule.

8.2.5 The items listed in the Architect's Certificate of Substantial Completion to be completed or corrected shall be completed by the Contractor and Subcontractor within 10 days after the Owner's and Contractor's written acceptance of the responsibilities assigned to them in such Certificate, as stated in Paragraph 9.8 of the General Conditions. Items not completed or corrected within 10 days of the date of Substantial Completion shall be completed or corrected by the Contractor and Subcontractor within the next 30 days but only during non-business hours of the Owner's facility, at no additional cost to the Owner.

8.3.1 Delete the term "arbitration".

To Subparagraph 8.3.1 add the following Clauses 8.3.1.1 and 8.3.1.2:

8.3.1.1 Wherever any provisions of any Section of the Contract Documents conflict with any agreements or regulations of any kind at any time in force among members of any Trade Associations, Unions, or Councils which regulate or distinguish what work shall or shall not be included in the work of any particular trade, the Contractor shall make all necessary arrangements to reconcile any such conflict without delay, recourse, damage, or cost to the Owner or the Architect.

8.3.1.2 In case the progress of the Work is affected by any undue delay in furnishing or installing any items of material or equipment required under the Contract Documents because of a conflict involving any such Labor Union agreement or regulation, the Owner or Architect may require that other material or equipment of equal kind or quality be provided at no additional cost to the Owner or Architect.

Add the following Subparagraphs 8.3.4, 8.3.5, 8.3.6, and 8.3.6:

8.3.4 Contractor's written claims for extension of time shall be accompanied by detailed dates, correspondence, notices, and other data which provide proof of the events which are the basis for the claim.

8.3.5 Delays due to tardy shop drawings submittal, tardy material ordering, or shipment, or any other delays caused by a supplier or a Subcontractor of the Contractor shall not be deemed valid causes for delay and shall not be accepted as a basis for claims for extension of time, as the scheduling and control of suppliers and Subcontractors is a part of each Contractor's responsibility.

8.3.6 Time extensions will be granted for legitimate cause to a Contractor on an individual basis. Granting of a time extension to one Contractor does not imply nor will it necessarily constitute the granting of similar time extensions to other contractors. Extensions of time, when granted, will be by written Change Order, which shall be the only valid form. Where a change in the Work is ordered by written Change Order, any agreed upon extension of time required because of the change in the Work shall be a part of the Change Order. No extension of time will be granted subsequent to the execution of a change order, on account of work which is changed by said Change Order. Permitting the Contractor to continue and finish the work after the dates to which the time for completion may have been extended, shall in no way operate as a waiver on the part of the Owner of any of his rights under the Contract.

Add the following Paragraph 8.4 and related Subparagraphs 8.4.1 through 8.4.6:

#### 8.4 RECOVERY OF DAMAGES

8.4.1 It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the Contract, of the work to be done hereunder, are essential conditions of this Contract; and it is further mutually understood and agreed that the work embraced in this Contract shall be commenced on a date to be specified in the Notice to Proceed.

8.4.2 The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is an achievable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

8.4.3 There is no liability for damages upon work resulting from delay caused by third persons which is not the result of interference on the part of the Owner as a contracting party. Any loss that may ensue that is caused by the failure of the Contractor to finish his work at a scheduled time is the responsibility of the Contractor.

8.4.4 It is further agreed that time is of the essence of each and every portion of this Contract and of the Specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract provided that the Contractor shall not be charged with damages when the delay in completion of the work is due:

1. To any preference, priority, or allocation order duly issued by the Government.
2. To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or the public enemy, acts or omissions of another Contractor in the performance of a Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; and



3. To any delays by Subcontractors or Suppliers occasioned by any of the causes specified in 1 and 2 of this Subparagraph.
4. To a stop work order which may only be issued by the Owner or the Architect with a copy of the order sent by registered mail.
5. To sizable Change Orders that affect timing and cause delays that involve extra work on the part of the Contractor.

Provided further, that the Contractor shall, within twenty (20) days from the beginning of such delay, inform the Architect in writing of the cause of delay. Within fifteen (15) days of the Contractor's request, the Architect will recommend or approve with comments concerning data or circumstances for the delay. Delay time will be evaluated near the completion of the Project and consideration will then be given for any extensions the Owner believes have been justified.

#### ARTICLE 9 - PAYMENTS AND COMPLETION

To Subparagraph 9.3.1 add the following Clause 9.3.1.3:

9.3.1.3 Pay application to be submitted on AIA G703.

Add the following Subparagraphs 9.3.4, 9.3.5, 9.3.6, and 9.3.7:

9.3.4 Until the Work is 50 percent (50%) complete, the Owner will pay 90 percent (90%) of the amount due the Contractor on account of progress payments for labor. There shall be paid to the Contractor a sum at the rate of 90% of the invoice costs, not to exceed the bid price for material delivered to the site or other approved storage area, but not incorporated into the work. At the time the Work is 50 percent complete and thereafter, if the manner of completion of the Work and its progress are and remain satisfactory to the Architect and Owner and in the absence of other good and sufficient reasons, the Architect with the consent of the Owner, will (on presentation by the Contractor of Consent of Surety for each Application) and at the request of the Contractor, may, at his discretion, deduct the increment retained in connection with any subsequent progress payments, or make any subsequent progress payments in full. Unconditional waiver of lien must be included with pay application.

9.3.4.1 The full retainage of 10% of the entire Contract Amount may be reinstated if the manner of completion of the Work and its progress do not remain satisfactory to the Owner, or the Architect, or if the Surety withholds its consent, or for other good and sufficient reasons.

9.3.5 The Contractor shall pay for transportation, services, materials, tools, expendables, and subcontract work. Each payment shall be in an amount equal to the percentage of completion allowed to the Contractor for each item or category, less the same percentage retained from payments to the Contractor.

9.3.6 In order to facilitate the Contractors' timely ordering and delivery of materials so as to minimize the Contractor's difficulties which could arise out of failure to have proper materials and equipment on hand when needed for construction, the Owner will make payment on account of materials or equipment not incorporated in the Work, but delivered and suitably stored at some other location, if prior approval has been obtained from the Architect for such storage. Owner's payment will be contingent upon receipt of the Contractor's statement of responsibility in a form acceptable to the Owner. The Owner's payment for off-

site stored materials will not include the Contractor's overhead and profit. Contractor's statement of responsibility shall as a minimum:

9.3.6.1 Accurately describe the material and/or equipment for which payment is being requested.

9.3.6.2 State the amount of payment being requested. The amount of payment being requested shall not include the Contractor's overhead and profit.

9.3.6.3 Be accompanied by such invoices or bills of sale as the Owner or Architect requires in order to verify the amount of payment being requested.

9.3.6.4 Identify the location of the off-site storage.

9.3.6.5 Be accompanied by a Certificate of Insurance showing type and limits of coverage acceptable to the Owner.

9.3.6.6 Include a statement by the Contractor agreeing that the Owner's payment for off-site stored material and/or equipment in no way relieves the Contractor from performing all the Work required by the Contract Documents, and further, indemnifying the Owner against all damages, losses, and expenses arising out of any circumstance associated with loss of damage of off-site stored materials for which the Owner makes payment.

9.3.6.7 Be signed by a person who is authorized to sign agreements on behalf of the Contractor, said signature being witness by a Notary Public.

9.3.7 Contractor shall be fully responsible for all procedures necessary to protect himself from damages, losses, and expenses arising out of loss or damage to off-site stored materials for which the Owner has made payment, which procedures may include but not limited to Bonded Warehousing, adequate insurance, etc.

In Subparagraph 9.5.1 add the following to the list concerning the withholding of payments:

- .8 Erroneous estimates by the Contractor of the value of the work performed.
- .9 Unauthorized deviations by the Contractor from the Contract Documents.
- .10 Failure of the Contractor to provide record documents.
- .11 Failure to provide materials and subcontractor list prior to initial pay request.
- .12 Failure to provide and update Progress Schedule.
- .13 Failure to provide contract cost breakdown prior to first pay request.
- .14 Failure to provide a neat, error-free, legible request; one copy of which must be an "original" copy.
- .15 Failure to keep record documents up to date on a monthly basis.
- .16 Funds may also be withheld on account of damages resulting from the Contractor's failure to give notice of errors and consistencies.

Delete Subparagraph 9.10.4 entirely.

Add Subparagraph 9.10.6

9.10.6 The acceptance by the Contractor of final payment shall further constitute a release of the Owner and Architect from all uninsured liability for all things done or furnished in connection with the Work and for every uninsured act of omission or neglect by the Owner and Architect relating to or arising out of the



Work. Each Contractor, before final payment, shall also execute and deliver a general release to the Architect of all liability as set forth in the preceding sentence.

#### ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

To Subparagraph 10.1 add the following Clause 10.1.1:

10.1.1 Contractor shall provide methods and equipment for protecting the building, all materials, and personnel from fire damage prior to starting work. Methods and equipment are subject to approval of the local fire department or State Fire Marshal which shall have jurisdiction.

Delete Subparagraph 10.2.8 and substitute the following:

10.2.8 If any party suffers injury or damage to person or property because of an act or omission of another party, or of others for whose acts such party is legally responsible, written notice of such 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.

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

Subparagraph 12.2.2.3: Remove the word “not.”

Add the following Subparagraph 12.2.6:

12.2.6 In the case of minor repairs to newly finished interior surfaces of the building (not covered by Property Insurance), the cost of said repairs shall be pro-rated to the Contractors in proportion to the manpower employed during the period when the damage occurred if the Contractor causing the damage is unknown. The Architect will endeavor to determine the Contractor or other parties responsible for damage, but inability to determine responsibility shall in no way waive the Architect's right to pro-rate repair costs.

#### ARTICLE 13 - MISCELLANEOUS PROVISIONS

13.1 Insert a period (.) after the word “located”. Delete the paragraph after that period.

To Subparagraph 13.1 add the following clause 13.1.1:

13.1.1 The governing law shall mean codes or regulations of the State, County, and local municipality where the Project is situated; also, any regulation or requirement of utility companies and insurance companies having jurisdiction of the Work, whether insurance companies having jurisdiction of the Work, whether such regulations are legally mandatory or not, if same are binding upon the Owner. Each trade engaged on the Project shall also be bound by National Codes and standards which apply to materials and practices applying to such respective trades. If, and to the extent that any provision of this contract shall be unlawful or contrary to public policy, the same shall not be deemed to invalidate or otherwise affect the other provisions hereof.

ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT

Delete Subparagraph 14.1.1 and substitute the following:

14.1.1 If work is stopped for a period of 30 days under any order of a court or any public authority having jurisdiction, or as a result of any act of government, such as declaration of national emergency making materials unavailable, through no act or fault of the Contractor or subcontractor or their agents or employees or any other persons performing any of the work under a contract with the Contractor, then the Contractor may, upon seven days written notice to the Owner and Architect, terminate the Contract and recover from Owner payment for all work executed and for any proven loss resulting upon any material, equipment, tools, construction equipment and machinery, including reasonable profit.

To Subparagraph 14.2.1 add the following:

- .5 Failure to complete the work within the Contract Time or any extension thereof.
- .6 Failure or refusal to comply with any directive of the Architect within a reasonable time.
- .7 Failure or refusal to remove rejected materials.
- .8 Failure or refusal to perform anew any defective or unacceptable work.
- .9 Bankruptcy or insolvency, or making of an assignment for the benefit of creditors.
- .10 Failure to provide qualified superintendent, or subcontractors to carry on the work in an acceptable manner.
- .11 Failure to prosecute the work according to agreed schedule of completion.

In the event of termination pursuant to Paragraph 14.2.1, Contractor shall, if requested, promptly assign to Owner such of Contractor's subcontracts as Owner may request, and Contractor shall remove such materials, tools, and equipment used by Contractor in the performance of the work as Owner may direct."

Add the following Subparagraph 14.2.3.1:

14.2.3.1 Where the Contractor's services have been so terminated by Owner, said termination shall not affect any rights of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys by Owner due Contractor shall not release Contractor from liability.

To subparagraph 15.1.1 add the following Clause 15.1.1.1:

15.1.1.1 Claims for additional cost arising out of an error or inconsistency shall be denied where the Contractor has failed to review the documents or report the error or inconsistency.

Delete Subparagraph 15.1.7 entirely.

15.2.5 Insert a period (.) after the phrase "but subject to mediation" and delete the remainder of that sentence.

15.2.6.1 Insert a period (.) after the word "mediate." Delete the remaining sentence after that period.

15.3.1 Delete references to Paragraphs 9.10.4 and 15.1.7.

15.3.2 Delete the paragraph starting with the sentence "The request may be made concurrently with the filing of binding dispute resolution proceedings but ..."



15.4 ARBITRATION – Delete this article entirely.

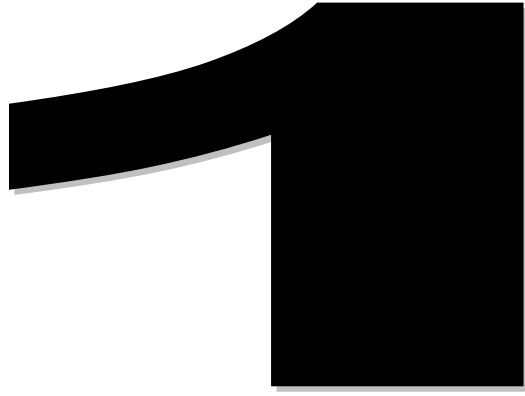
Add the following Article 16:

16.1 COMMITMENT TO ECONOMIC INCLUSION AND DIVERSITY

16.1.1 Each Contractor shall be committed to maximizing contracting and subcontracting opportunities for qualified businesses who are certified by an organization or entity or who subcontract with businesses so certified, in one of the following categories: Small Business Enterprise (“SBE”), Minority-Owned Enterprise (“MBE”), or Woman-Owned Enterprise (“WBE”) (collectively referred to as "certified diverse businesses").

END OF SECTION 000816

**DIVISION**



**GENERAL CONDITIONS**



## SECTION 011000 - SUMMARY

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:

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

- B. Related Requirements:

- 1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

#### 1.3 PROJECT INFORMATION

- A. Project Identification: Richmond High School Fire Alarm Upgrades

- 1. Project Location: Richmond High School  
380 Hub Etchison Parkway  
Richmond, IN 47374

- B. Owner: Richmond Community Schools  
300 Hub Etchison Parkway  
Richmond, Indiana 47374

- 1. Owner's Representative: Glen Slifer

- C. Architect: LWC, Inc.  
712 East Main Street  
Richmond, Indiana 47374

- 1. Contact: Kevin R. McCurdy

#### 1.4 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:

1. There are currently three separate fire alarm panels that serve various portions of the building. One area is served by a Simplex fire alarm panel. A second area is served by an IRC3 fire alarm panel. And the third area is served by an EST3 fire alarm panel. The intent of the Project is to eliminate the Simplex and IRC3 fire alarm panels. Devices previously served from the Simplex and IRC3 fire alarm panels will be rewired and served from the existing EST3 fire alarm panel. The EST3 fire alarm panel is currently sized to handle the additional devices currently served from the Simplex and IRC3 fire alarm panels. Additional devices will be added per the drawings to bring the overall system into compliance with current code. In addition, the Owner will replace a number of additional existing devices, one-for-one, based on the requested unit prices.

B. Type of Contract:

1. Project shall be constructed under a single prime contract.

#### 1.5 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.

B. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Limits: Confine construction operations to rooms where work is indicated.
2. Driveways, Walkways and Entrances: Keep driveways, parking lots, 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 an operational fire alarm system throughout the building at all times. Notify Owner and local fire department not less than 72 hours in advance of activities that will affect full functionality of the fire alarm system in any area of the building.

1.6 COORDINATION WITH OCCUPANTS

- A. Owner Occupancy: Owner will occupy site and existing building during entire construction period. This includes portions of the building during the summer for summer school and other community activities in and around the building. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.
1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
  2. Notify Owner not less than 72 hours in advance of activities that will affect full functionality of the fire alarm system in any area of the building.

1.7 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
1. Work may be performed during nights, weekends, and holidays with limited restrictions. Work performed during summer school hours shall be limited to areas not utilized by staff, students, or community organizations. A written, bi-weekly look ahead work plan shall be provided to the Owner on a weekly basis. The work plan shall indicate where work is intended to occur and for how many days. The Contractor shall notify the Owner a minimum of 72 hours prior to any deviation from a change in the bi-weekly schedule.
  2. Bidder may propose to start Construction prior to May 25, 2020. In order to start work prior to this date, the Bidder must:
    - a. Provide a proposed schedule with Bid. This schedule will provide the basis for establishing Contract dates for the Bidder to whom the project is awarded, if they propose an alternative schedule to that provided in Specification Section 000500 – Preliminary Schedule.
    - b. Bidder must reach Substantial Complete on or before July 16, 2021.
    - c. Work may be performed after 4:00 pm on days schools is in session as long as the fire alarm is active for the entire building by 7:00 am the following day.
    - d. Work may be performed on holidays, weekends, and school breaks without time restrictions.
    - e. All work must be coordinated with and notification of all fire alarm down times provided to the Owner per all other requirements in the Bid Documents at all times.
- B. 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 Architect and Owner not less than two days in advance of proposed disruptive operations.
  2. Obtain Owner's written permission before proceeding with disruptive operations.



- C. Controlled Substances: Use of tobacco products and other controlled substances on Project site is not permitted.

## 1.8 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
  - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

## SECTION 012200 - UNIT PRICES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for unit prices.
- B. Related Sections include the following:
  - 1. Division 01 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders.

#### 1.3 DEFINITIONS

- A. Unit price is an amount proposed by bidders, stated on the Bid Form, as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.

#### 1.4 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- D. List of Unit Prices: A list of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

### PART 2 - PRODUCTS (Not Used)

### PART 3 - EXECUTION

3.1 LIST OF UNIT PRICES

A. Unit Price No. 1 – Replace Existing Smoke Detector:

1. Description: Provide a price per unit for replacing one existing smoke detector with a new smoke detector in the same location, utilizing the same wiring. Price to include labor and materials.
2. Unit of Measurement: Provide a price Per Unit. Unit Prices shall be indicated on the Bid Form.

B. Unit Price No. 2 – Replace Existing Duct Detector:

1. Description: Provide a price per unit for replacing one existing duct detector with a new smoke detector in the same location, utilizing the same wiring. Price to include labor and materials.
2. Unit of Measurement: Provide a price Per Unit. Unit Prices shall be indicated on the Bid Form.

C. Unit Price No. 3 – Replace Existing Pull Station:

1. Description: Provide a price per unit for replacing one existing pull station with a new smoke detector in the same location, utilizing the same wiring. Price to include labor and materials.
2. Unit of Measurement: Provide a price Per Unit. Unit Prices shall be indicated on the Bid Form.

D. Unit Price No. 4 – Replace Existing Horn Strobe:

1. Description: Provide a price per unit for replacing one existing horn strobe with a new smoke detector in the same location, utilizing the same wiring. Price to include labor and materials.
2. Unit of Measurement: Provide a price Per Unit. Unit Prices shall be indicated on the Bid Form.

END OF SECTION 012200



## SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

#### 1.3 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

#### 1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
  - 2. Within time specified in Proposal Request or 10 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - c. Include costs of labor and supervision directly attributable to the change.
    - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
    - e. Quotation Form: Use forms acceptable to Architect.

- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.
1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
  2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
  3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  4. Include costs of labor and supervision directly attributable to the change.
  5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
  6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
  7. Proposal Request Form: Use form acceptable to Architect.

#### 1.5 ADMINISTRATIVE CHANGE ORDERS

- A. Allowance Adjustment: See Section 012100 "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.

#### 1.6 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Changes Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

#### 1.7 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600



## **SECTION 012900 - PAYMENT PROCEDURES**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Requirements:
  - 1. Section 012600 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.

#### **1.3 DEFINITIONS**

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

#### **1.4 SCHEDULE OF VALUES**

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
  - 1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:
    - a. Application for Payment forms with continuation sheets.
    - b. Submittal schedule.
    - c. Items required to be indicated as separate activities in Contractor's construction schedule.
  - 2. Submit the schedule of values to Architect at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.

1. Identification: Include the following Project identification on the schedule of values:
  - a. Project name and location.
  - b. Name of Architect.
  - c. Architect's project number.
  - d. Contractor's name and address.
  - e. Date of submittal.
2. Arrange schedule of values consistent with format of AIA Document G703.
3. Arrange the schedule of values in tabular form with separate columns to indicate the following for each item listed:
  - a. Related Specification Section or Division.
  - b. Description of the Work.
  - c. Name of subcontractor.
  - d. Name of manufacturer or fabricator.
  - e. Name of supplier.
  - f. Change Orders (numbers) that affect value.
  - g. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
    - 1) Labor.
    - 2) Materials.
    - 3) Equipment.
4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
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.

## 1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
  1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Times: Submit Application for Payment to Architect by the first day of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.
  1. Submit draft copy of Application for Payment seven days prior to due date for review by Architect.
- D. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
- E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
  1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
  2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
  3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
  4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.
- F. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
  1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
  2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.



3. Provide summary documentation for stored materials indicating the following:
  - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
  - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
  - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
  
- G. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
  1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
  
- H. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
  1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
  2. When an application shows completion of an item, submit conditional final or full waivers.
  3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
  4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
  5. Waiver Forms: Submit executed waivers of lien on forms, acceptable to Owner.
  
- I. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
  1. List of subcontractors.
  2. Schedule of values.
  3. Copies of building permits.
  4. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  5. Initial progress report.
  6. Report of preconstruction conference.
  7. Certificates of insurance and insurance policies.
  8. Performance and payment bonds.
  9. Data needed to acquire Owner's insurance.
  
- J. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- K. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
  2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  3. Updated final statement, accounting for final changes to the Contract Sum.
  4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
  5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
  6. AIA Document G707, "Consent of Surety to Final Payment."

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. Requests for Information (RFIs).
  - 3. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.

#### **1.3 DEFINITIONS**

- A. RFI: Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

#### **1.4 INFORMATIONAL SUBMITTALS**

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. 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.



## 1.5 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
  3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  2. Coordinate installation of different components with other contractors to ensure maximum performance and accessibility for required maintenance, service, and repair.
  3. Make adequate provisions to accommodate items scheduled for later installation.
- C. 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 the schedule of values.
  2. Delivery and processing of submittals.
  3. Progress meetings.
  4. Preinstallation conferences.
  5. Project closeout activities.
- 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.

## 1.6 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.

1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
  2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
1. Project name.
  2. Project number.
  3. Date.
  4. Name of Contractor.
  5. Name of Architect.
  6. RFI number, numbered sequentially.
  7. RFI subject.
  8. Specification Section number and title and related paragraphs, as appropriate.
  9. Drawing number and detail references, as appropriate.
  10. Field dimensions and conditions, as appropriate.
  11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
  12. Contractor's signature.
  13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
    - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: AIA Document G716.
1. Attachments shall be electronic files in Adobe Acrobat PDF format.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
1. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
  2. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."
    - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number.
1. Project name.

2. Name and address of Contractor.
3. Name and address of Architect.
4. RFI number including RFIs that were returned without action or withdrawn.
5. RFI description.
6. Date the RFI was submitted.
7. Date Architect's response was received.

F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.

1. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
2. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

## 1.7 PROJECT MEETINGS

A. General: Schedule and conduct weekly meetings and conferences at Project site unless otherwise indicated.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.

B. Preconstruction Conference: Schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, 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, Architect, 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. Critical work sequencing and long-lead items.
  - c. Designation of key personnel and their duties.
  - d. Lines of communications.
  - e. Procedures for processing field decisions and Change Orders.
  - f. Procedures for RFIs.
  - g. Procedures for testing and inspecting.
  - h. Procedures for processing Applications for Payment.



- i. Distribution of the Contract Documents.
  - j. Submittal procedures.
  - k. Use of the premises and existing building.
  - l. Work restrictions.
  - m. Working hours.
  - n. Owner's occupancy requirements.
  - o. Responsibility for temporary facilities and controls.
  - p. Procedures for moisture and mold control.
  - q. Procedures for disruptions and shutdowns.
  - r. Construction waste management and recycling.
  - s. Parking availability.
  - t. Office, work, and storage areas.
  - u. Equipment deliveries and priorities.
  - v. First aid.
  - w. Security.
  - x. Progress cleaning.
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. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
  - 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
    - a. Contract Documents.
    - b. Options.
    - c. Related RFIs.
    - d. Related Change Orders.
    - e. Purchases.
    - f. Deliveries.
    - g. Submittals.
    - h. Possible conflicts.
    - i. Compatibility requirements.
    - j. Time schedules.
    - k. Weather limitations.
    - l. Manufacturer's written instructions.
    - m. Warranty requirements.
    - n. Compatibility of materials.
    - o. Acceptability of substrates.
    - p. Temporary facilities and controls.
    - q. Space and access limitations.
    - r. Regulations of authorities having jurisdiction.
    - s. Testing and inspecting requirements.

- t. Installation procedures.
  - u. Coordination with other work.
  - v. Required performance results.
  - w. Protection of adjacent work.
  - x. Protection of construction and personnel.
3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
  4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
  5. 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.

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 Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."
- C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.
- D. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

#### **1.4 SUBMITTAL ADMINISTRATIVE REQUIREMENTS**

- A. Architect's Digital Data Files: Electronic digital data files of the Contract Drawings will be provided by Architect for Contractor's use in preparing submittals.
  - 1. Architect will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawings.
    - a. Architect makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.



- b. Digital Drawing Software Program: The Contract Drawings are available in AutoCad or dwg. format.
  - c. Contractor shall execute a data licensing agreement in the form of Agreement form acceptable to Owner and Architect.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
- 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  - 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
  - 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
  - 4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
- 1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
  - 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  - 3. Resubmittal Review: Allow 15 days for review of each resubmittal.
- D. Paper Submittals: Place a permanent label or title block on each submittal item for identification.
- 1. Indicate name of firm or entity that prepared each submittal on label or title block.
  - 2. Provide a space on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
  - 3. Include the following information for processing and recording action taken:
    - a. Project name.
    - b. Date.
    - c. Name of Architect.
    - d. Name of Construction Manager.
    - e. Name of Contractor.
    - f. Name of subcontractor.
    - g. Name of supplier.
    - h. Name of manufacturer.

- i. Submittal number or other unique identifier, including revision identifier.
    - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).
  - j. Number and title of appropriate Specification Section.
  - k. Drawing number and detail references, as appropriate.
  - l. Location(s) where product is to be installed, as appropriate.
  - m. Other necessary identification.
4. Transmittal for Paper Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return without review submittals received from sources other than Contractor.
- a. Transmittal Form for Paper Submittals: Use AIA Document G810 or Contractor's standard form.
  - b. Transmittal Form for Paper Submittals: Provide locations on form for the following information:
    - 1) Project name.
    - 2) Date.
    - 3) Destination (To:).
    - 4) Source (From:).
    - 5) Name and address of Architect.
    - 6) Name of Contractor.
    - 7) Name of firm or entity that prepared submittal.
    - 8) Names of subcontractor, manufacturer, and supplier.
    - 9) Category and type of submittal.
    - 10) Submittal purpose and description.
    - 11) Specification Section number and title.
    - 12) Specification paragraph number or drawing designation and generic name for each of multiple items.
    - 13) Drawing number and detail references, as appropriate.
    - 14) Indication of full or partial submittal.
    - 15) Transmittal number, numbered consecutively.
    - 16) Submittal and transmittal distribution record.
    - 17) Remarks.
- 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.

3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
  4. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Owner, containing the following information:
    - a. Project name.
    - b. Date.
    - c. Name and address of Architect.
    - d. Name of Construction Manager.
    - e. Name of Contractor.
    - f. Name of firm or entity that prepared submittal.
    - g. Names of subcontractor, manufacturer, and supplier.
    - h. Category and type of submittal.
    - i. Submittal purpose and description.
    - j. Specification Section number and title.
    - k. Specification paragraph number or drawing designation and generic name for each of multiple items.
    - l. Drawing number and detail references, as appropriate.
    - m. Location(s) where product is to be installed, as appropriate.
    - n. Related physical samples submitted directly.
    - o. Indication of full or partial submittal.
    - p. Transmittal number, numbered consecutively.
    - q. Submittal and transmittal distribution record.
    - r. Other necessary identification.
    - s. Remarks.
  5. Metadata: Include the following information as keywords in the electronic submittal file metadata:
    - a. Project name.
    - b. Number and title of appropriate Specification Section.
    - c. Manufacturer name.
    - d. Product name.
- F. Options: Identify options requiring selection by Architect.
- G. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
1. Note date and content of previous submittal.
  2. Note date and content of revision in label or title block and clearly indicate extent of revision.
  3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.



- I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- J. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

## PART 2 - PRODUCTS

### 2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
  - 1. Submit electronic submittals via email as PDF electronic files.
    - a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
  - 2. Action Submittals: Submit three paper copies of each submittal unless otherwise indicated. Architect will return two copies.
  - 3. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
    - a. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated.
    - b. Provide a notarized statement on original paper copy certificates and certifications where indicated.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
  - 1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
  - 2. Mark each copy of each submittal to show which products and options are applicable.
  - 3. Include the following information, as applicable:
    - a. Manufacturer's catalog cuts.
    - b. Manufacturer's product specifications.
    - c. Standard color charts.
    - d. Statement of compliance with specified referenced standards.
    - e. Testing by recognized testing agency.
    - f. Application of testing agency labels and seals.
    - g. Notation of coordination requirements.
    - h. Availability and delivery time information.

4. Submit Product Data before or concurrent with Samples.
  5. Submit Product Data in the following format:
    - a. PDF electronic file or
    - b. Three paper copies of Product Data unless otherwise indicated. Architect will return two copies.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based on Architect's digital data drawing files is otherwise permitted.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Identification of products.
    - b. Schedules.
    - c. Compliance with specified standards.
    - d. Notation of coordination requirements.
    - e. Notation of dimensions established by field measurement.
    - f. Relationship and attachment to adjoining construction clearly indicated.
    - g. Seal and signature of professional engineer if specified.
  2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 30 by 42 inches.
  3. Submit Shop Drawings in the following format:
    - a. PDF electronic file or
    - b. Three opaque copies of each submittal. Architect will retain one copy; remainder will be returned.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
  2. Identification: Attach label on unexposed side of Samples that includes the following:
    - a. Generic description of Sample.
    - b. Product name and name of manufacturer.
    - c. Sample source.
    - d. Number and title of applicable Specification Section.
    - e. Specification paragraph number and generic name of each item.
  3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.

4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
    - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
    - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
  5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
    - a. Number of Samples: Submit two full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
  6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
- E. Application for Payment and Schedule of Values: Comply with requirements specified in Section 012900 "Payment Procedures."
- F. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 017700 "Closeout Procedures."
- G. Maintenance Data: Comply with requirements specified in Section 017823 "Operation and Maintenance Data."
- H. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- I. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
- J. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.



- K. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- L. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- M. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- N. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- O. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- P. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
  - 1. Name of evaluation organization.
  - 2. Date of evaluation.
  - 3. Time period when report is in effect.
  - 4. Product and manufacturers' names.
  - 5. Description of product.
  - 6. Test procedures and results.
  - 7. Limitations of use.
- Q. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- R. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- S. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- T. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

### PART 3 - EXECUTION

#### 3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Project Closeout and Maintenance Material Submittals: See requirements in Section 017700 "Closeout Procedures."
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

#### 3.2 ARCHITECT'S ACTION

- A. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- B. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- 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 Architect 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 Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

#### 1.3 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if



bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
  - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

#### 1.4 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."
- B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
  - 1. AABC - Associated Air Balance Council; [www.aabc.com](http://www.aabc.com).
  - 2. AAMA - American Architectural Manufacturers Association; [www.aamanet.org](http://www.aamanet.org).
  - 3. AAPFCO - Association of American Plant Food Control Officials; [www.aapfco.org](http://www.aapfco.org).
  - 4. AASHTO - American Association of State Highway and Transportation Officials; [www.transportation.org](http://www.transportation.org).
  - 5. AATCC - American Association of Textile Chemists and Colorists; [www.aatcc.org](http://www.aatcc.org).
  - 6. ABMA - American Bearing Manufacturers Association; [www.americanbearings.org](http://www.americanbearings.org).
  - 7. ACI - American Concrete Institute; (Formerly: ACI International); [www.concrete.org](http://www.concrete.org).
  - 8. ACPA - American Concrete Pipe Association; [www.concrete-pipe.org](http://www.concrete-pipe.org).
  - 9. AEIC - Association of Edison Illuminating Companies, Inc. (The); [www.aeic.org](http://www.aeic.org).
  - 10. AF&PA - American Forest & Paper Association; [www.afandpa.org](http://www.afandpa.org).
  - 11. AGA - American Gas Association; [www.aga.org](http://www.aga.org).
  - 12. AHAM - Association of Home Appliance Manufacturers; [www.aham.org](http://www.aham.org).
  - 13. AHRI - Air-Conditioning, Heating, and Refrigeration Institute (The); [www.ahrinet.org](http://www.ahrinet.org).
  - 14. AI - Asphalt Institute; [www.asphaltinstitute.org](http://www.asphaltinstitute.org).
  - 15. AIA - American Institute of Architects (The); [www.aia.org](http://www.aia.org).
  - 16. AISC - American Institute of Steel Construction; [www.aisc.org](http://www.aisc.org).
  - 17. AISI - American Iron and Steel Institute; [www.steel.org](http://www.steel.org).
  - 18. AITC - American Institute of Timber Construction; [www.aitc-glulam.org](http://www.aitc-glulam.org).
  - 19. AMCA - Air Movement and Control Association International, Inc.; [www.amca.org](http://www.amca.org).
  - 20. ANSI - American National Standards Institute; [www.ansi.org](http://www.ansi.org).
  - 21. AOSA - Association of Official Seed Analysts, Inc.; [www.aosaseed.com](http://www.aosaseed.com).
  - 22. APA - APA - The Engineered Wood Association; [www.apawood.org](http://www.apawood.org).

23. APA - Architectural Precast Association; [www.archprecast.org](http://www.archprecast.org).
24. API - American Petroleum Institute; [www.api.org](http://www.api.org).
25. ARI - Air-Conditioning & Refrigeration Institute; (See AHRI).
26. ARI - American Refrigeration Institute; (See AHRI).
27. ARMA - Asphalt Roofing Manufacturers Association; [www.asphaltroofing.org](http://www.asphaltroofing.org).
28. ASCE - American Society of Civil Engineers; [www.asce.org](http://www.asce.org).
29. ASCE/SEI - American Society of Civil Engineers/Structural Engineering Institute; (See ASCE).
30. ASHRAE - American Society of Heating, Refrigerating and Air-Conditioning Engineers; [www.ashrae.org](http://www.ashrae.org).
31. ASME - ASME International; (American Society of Mechanical Engineers); [www.asme.org](http://www.asme.org).
32. ASSE - American Society of Safety Engineers (The); [www.asse.org](http://www.asse.org).
33. ASSE - American Society of Sanitary Engineering; [www.asse-plumbing.org](http://www.asse-plumbing.org).
34. ASTM - ASTM International; (American Society for Testing and Materials International); [www.astm.org](http://www.astm.org).
35. ATIS - Alliance for Telecommunications Industry Solutions; [www.atis.org](http://www.atis.org).
36. AWEA - American Wind Energy Association; [www.awea.org](http://www.awea.org).
37. AWI - Architectural Woodwork Institute; [www.awinet.org](http://www.awinet.org).
38. AWMAC - Architectural Woodwork Manufacturers Association of Canada; [www.awmac.com](http://www.awmac.com).
39. AWPA - American Wood Protection Association; (Formerly: American Wood-Preservers' Association); [www.awpa.com](http://www.awpa.com).
40. AWS - American Welding Society; [www.aws.org](http://www.aws.org).
41. AWWA - American Water Works Association; [www.awwa.org](http://www.awwa.org).
42. BHMA - Builders Hardware Manufacturers Association; [www.buildershardware.com](http://www.buildershardware.com).
43. BIA - Brick Industry Association (The); [www.gobrick.com](http://www.gobrick.com).
44. BICSI - BICSI, Inc.; [www.bicsi.org](http://www.bicsi.org).
45. BIFMA - BIFMA International; (Business and Institutional Furniture Manufacturer's Association); [www.bifma.com](http://www.bifma.com).
46. BISSC - Baking Industry Sanitation Standards Committee; [www.bissc.org](http://www.bissc.org).
47. BOCA - BOCA; (Building Officials and Code Administrators International Inc.); (See ICC).
48. BWF - Badminton World Federation; (Formerly: International Badminton Federation); [www.bwfbadminton.org](http://www.bwfbadminton.org).
49. CDA - Copper Development Association; [www.copper.org](http://www.copper.org).
50. CEA - Canadian Electricity Association; [www.electricity.ca](http://www.electricity.ca).
51. CEA - Consumer Electronics Association; [www.ce.org](http://www.ce.org).
52. CFFA - Chemical Fabrics & Film Association, Inc.; [www.chemicalfabricsandfilm.com](http://www.chemicalfabricsandfilm.com).
53. CFSEI - Cold-Formed Steel Engineers Institute; [www.cfsei.org](http://www.cfsei.org).
54. CGA - Compressed Gas Association; [www.cganet.com](http://www.cganet.com).
55. CIMA - Cellulose Insulation Manufacturers Association; [www.cellulose.org](http://www.cellulose.org).
56. CISCA - Ceilings & Interior Systems Construction Association; [www.cisca.org](http://www.cisca.org).
57. CISPI - Cast Iron Soil Pipe Institute; [www.cispi.org](http://www.cispi.org).
58. CLFMI - Chain Link Fence Manufacturers Institute; [www.chainlinkinfo.org](http://www.chainlinkinfo.org).
59. CPA - Composite Panel Association; [www.pbmdf.com](http://www.pbmdf.com).
60. CRI - Carpet and Rug Institute (The); [www.carpet-rug.org](http://www.carpet-rug.org).
61. CRRC - Cool Roof Rating Council; [www.coolroofs.org](http://www.coolroofs.org).
62. CRSI - Concrete Reinforcing Steel Institute; [www.crsi.org](http://www.crsi.org).

63. CSA - Canadian Standards Association; [www.csa.ca](http://www.csa.ca).
64. CSA - CSA International; (Formerly: IAS - International Approval Services); [www.csa-international.org](http://www.csa-international.org).
65. CSI - Construction Specifications Institute (The); [www.csinet.org](http://www.csinet.org).
66. CSSB - Cedar Shake & Shingle Bureau; [www.cedarbureau.org](http://www.cedarbureau.org).
67. CTI - Cooling Technology Institute; (Formerly: Cooling Tower Institute); [www.cti.org](http://www.cti.org).
68. CWC - Composite Wood Council; (See CPA).
69. DASMA - Door and Access Systems Manufacturers Association; [www.dasma.com](http://www.dasma.com).
70. DHI - Door and Hardware Institute; [www.dhi.org](http://www.dhi.org).
71. ECA - Electronic Components Association; [www.ec-central.org](http://www.ec-central.org).
72. ECAMA - Electronic Components Assemblies & Materials Association; (See ECA).
73. EIA - Electronic Industries Alliance; (See TIA).
74. EIMA - EIFS Industry Members Association; [www.eima.com](http://www.eima.com).
75. EJMA - Expansion Joint Manufacturers Association, Inc.; [www.ejma.org](http://www.ejma.org).
76. ESD - ESD Association; (Electrostatic Discharge Association); [www.esda.org](http://www.esda.org).
77. ESTA - Entertainment Services and Technology Association; (See PLASA).
78. EVO - Efficiency Valuation Organization; [www.evo-world.org](http://www.evo-world.org).
79. FIBA - Federation Internationale de Basketball; (The International Basketball Federation); [www.fiba.com](http://www.fiba.com).
80. FIVB - Federation Internationale de Volleyball; (The International Volleyball Federation); [www.fivb.org](http://www.fivb.org).
81. FM Approvals - FM Approvals LLC; [www.fmglobal.com](http://www.fmglobal.com).
82. FM Global - FM Global; (Formerly: FMG - FM Global); [www.fmglobal.com](http://www.fmglobal.com).
83. FRSA - Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc.; [www.floridarroof.com](http://www.floridarroof.com).
84. FSA - Fluid Sealing Association; [www.fluidsealing.com](http://www.fluidsealing.com).
85. FSC - Forest Stewardship Council U.S.; [www.fscus.org](http://www.fscus.org).
86. GA - Gypsum Association; [www.gypsum.org](http://www.gypsum.org).
87. GANA - Glass Association of North America; [www.glasswebsite.com](http://www.glasswebsite.com).
88. GS - Green Seal; [www.greenseal.org](http://www.greenseal.org).
89. HI - Hydraulic Institute; [www.pumps.org](http://www.pumps.org).
90. HI/GAMA - Hydronics Institute/Gas Appliance Manufacturers Association; (See AHRI).
91. HMMA - Hollow Metal Manufacturers Association; (See NAAMM).
92. HPVA - Hardwood Plywood & Veneer Association; [www.hpva.org](http://www.hpva.org).
93. HPW - H. P. White Laboratory, Inc.; [www.hpwhite.com](http://www.hpwhite.com).
94. IAPSC - International Association of Professional Security Consultants; [www.iapsc.org](http://www.iapsc.org).
95. IAS - International Approval Services; (See CSA).
96. ICBO - International Conference of Building Officials; (See ICC).
97. ICC - International Code Council; [www.iccsafe.org](http://www.iccsafe.org).
98. ICEA - Insulated Cable Engineers Association, Inc.; [www.icea.net](http://www.icea.net).
99. ICPA - International Cast Polymer Alliance; [www.icpa-hq.org](http://www.icpa-hq.org).
100. ICRI - International Concrete Repair Institute, Inc.; [www.icri.org](http://www.icri.org).
101. IEC - International Electrotechnical Commission; [www.iec.ch](http://www.iec.ch).
102. IEEE - Institute of Electrical and Electronics Engineers, Inc. (The); [www.ieee.org](http://www.ieee.org).
103. IES - Illuminating Engineering Society; (Formerly: Illuminating Engineering Society of North America); [www.ies.org](http://www.ies.org).
104. IESNA - Illuminating Engineering Society of North America; (See IES).
105. IEST - Institute of Environmental Sciences and Technology; [www.iest.org](http://www.iest.org).
106. IGMA - Insulating Glass Manufacturers Alliance; [www.igmaonline.org](http://www.igmaonline.org).



107. IGSHPA - International Ground Source Heat Pump Association; [www.igshpa.okstate.edu](http://www.igshpa.okstate.edu).
108. ILI - Indiana Limestone Institute of America, Inc.; [www.iliai.com](http://www.iliai.com).
109. Intertek - Intertek Group; (Formerly: ETL SEMCO; Intertek Testing Service NA); [www.intertek.com](http://www.intertek.com).
110. ISA - International Society of Automation (The); (Formerly: Instrumentation, Systems, and Automation Society); [www.isa.org](http://www.isa.org).
111. ISAS - Instrumentation, Systems, and Automation Society (The); (See ISA).
112. ISFA - International Surface Fabricators Association; (Formerly: International Solid Surface Fabricators Association); [www.isfanow.org](http://www.isfanow.org).
113. ISO - International Organization for Standardization; [www.iso.org](http://www.iso.org).
114. ISSFA - International Solid Surface Fabricators Association; (See ISFA).
115. ITU - International Telecommunication Union; [www.itu.int/home](http://www.itu.int/home).
116. KCMA - Kitchen Cabinet Manufacturers Association; [www.kcma.org](http://www.kcma.org).
117. LMA - Laminating Materials Association; (See CPA).
118. LPI - Lightning Protection Institute; [www.lightning.org](http://www.lightning.org).
119. MBMA - Metal Building Manufacturers Association; [www.mbma.com](http://www.mbma.com).
120. MCA - Metal Construction Association; [www.metalconstruction.org](http://www.metalconstruction.org).
121. MFMA - Maple Flooring Manufacturers Association, Inc.; [www.maplefloor.org](http://www.maplefloor.org).
122. MFMA - Metal Framing Manufacturers Association, Inc.; [www.metalframingmfg.org](http://www.metalframingmfg.org).
123. MHIA - Material Handling Industry of America; [www.mhia.org](http://www.mhia.org).
124. MIA - Marble Institute of America; [www.marble-institute.com](http://www.marble-institute.com).
125. MMPA - Moulding & Millwork Producers Association; (Formerly: Wood Moulding & Millwork Producers Association); [www.wmmpa.com](http://www.wmmpa.com).
126. MPI - Master Painters Institute; [www.paintinfo.com](http://www.paintinfo.com).
127. MSS - Manufacturers Standardization Society of The Valve and Fittings Industry Inc.; [www.mss-hq.org](http://www.mss-hq.org).
128. NAAMM - National Association of Architectural Metal Manufacturers; [www.naamm.org](http://www.naamm.org).
129. NACE - NACE International; (National Association of Corrosion Engineers International); [www.nace.org](http://www.nace.org).
130. NADCA - National Air Duct Cleaners Association; [www.nadca.com](http://www.nadca.com).
131. NAIMA - North American Insulation Manufacturers Association; [www.naima.org](http://www.naima.org).
132. NBGQA - National Building Granite Quarries Association, Inc.; [www.nbgqa.com](http://www.nbgqa.com).
133. NCAA - National Collegiate Athletic Association (The); [www.ncaa.org](http://www.ncaa.org).
134. NCMA - National Concrete Masonry Association; [www.ncma.org](http://www.ncma.org).
135. NEBB - National Environmental Balancing Bureau; [www.nebb.org](http://www.nebb.org).
136. NECA - National Electrical Contractors Association; [www.necanet.org](http://www.necanet.org).
137. NeLMA - Northeastern Lumber Manufacturers Association; [www.nelma.org](http://www.nelma.org).
138. NEMA - National Electrical Manufacturers Association; [www.nema.org](http://www.nema.org).
139. NETA - InterNational Electrical Testing Association; [www.netaworld.org](http://www.netaworld.org).
140. NFHS - National Federation of State High School Associations; [www.nfhs.org](http://www.nfhs.org).
141. NFPA - NFPA; (National Fire Protection Association); [www.nfpa.org](http://www.nfpa.org).
142. NFPA - NFPA International; (See NFPA).
143. NFRC - National Fenestration Rating Council; [www.nfrc.org](http://www.nfrc.org).
144. NHLA - National Hardwood Lumber Association; [www.nhla.com](http://www.nhla.com).
145. NLGA - National Lumber Grades Authority; [www.nlga.org](http://www.nlga.org).
146. NOFMA - National Oak Flooring Manufacturers Association; (See NWFA).
147. NOMMA - National Ornamental & Miscellaneous Metals Association; [www.nomma.org](http://www.nomma.org).

148. NRCA - National Roofing Contractors Association; [www.nrca.net](http://www.nrca.net).
149. NRMCA - National Ready Mixed Concrete Association; [www.nrmca.org](http://www.nrmca.org).
150. NSF - NSF International; (National Sanitation Foundation International); [www.nsf.org](http://www.nsf.org).
151. NSPE - National Society of Professional Engineers; [www.nspe.org](http://www.nspe.org).
152. NSSGA - National Stone, Sand & Gravel Association; [www.nssga.org](http://www.nssga.org).
153. NTMA - National Terrazzo & Mosaic Association, Inc. (The); [www.ntma.com](http://www.ntma.com).
154. NWFPA - National Wood Flooring Association; [www.nwfa.org](http://www.nwfa.org).
155. PCI - Precast/Prestressed Concrete Institute; [www.pci.org](http://www.pci.org).
156. PDI - Plumbing & Drainage Institute; [www.pdionline.org](http://www.pdionline.org).
157. PLASA - PLASA; (Formerly: ESTA - Entertainment Services and Technology Association); [www.plasa.org](http://www.plasa.org).
158. RCSC - Research Council on Structural Connections; [www.boltcouncil.org](http://www.boltcouncil.org).
159. RFCI - Resilient Floor Covering Institute; [www.rfci.com](http://www.rfci.com).
160. RIS - Redwood Inspection Service; [www.redwoodinspection.com](http://www.redwoodinspection.com).
161. SAE - SAE International; (Society of Automotive Engineers); [www.sae.org](http://www.sae.org).
162. SCTE - Society of Cable Telecommunications Engineers; [www.scte.org](http://www.scte.org).
163. SDI - Steel Deck Institute; [www.sdi.org](http://www.sdi.org).
164. SDI - Steel Door Institute; [www.steeldoor.org](http://www.steeldoor.org).
165. SEFA - Scientific Equipment and Furniture Association; [www.sefalabs.com](http://www.sefalabs.com).
166. SEI/ASCE - Structural Engineering Institute/American Society of Civil Engineers; (See ASCE).
167. SIA - Security Industry Association; [www.siaonline.org](http://www.siaonline.org).
168. SJI - Steel Joist Institute; [www.steeljoist.org](http://www.steeljoist.org).
169. SMA - Screen Manufacturers Association; [www.smainfo.org](http://www.smainfo.org).
170. SMACNA - Sheet Metal and Air Conditioning Contractors' National Association; [www.smacna.org](http://www.smacna.org).
171. SMPTE - Society of Motion Picture and Television Engineers; [www.smpete.org](http://www.smpete.org).
172. SPFA - Spray Polyurethane Foam Alliance; [www.sprayfoam.org](http://www.sprayfoam.org).
173. SPIB - Southern Pine Inspection Bureau; [www.spib.org](http://www.spib.org).
174. SPRI - Single Ply Roofing Industry; [www.spri.org](http://www.spri.org).
175. SRCC - Solar Rating and Certification Corporation; [www.solar-rating.org](http://www.solar-rating.org).
176. SSINA - Specialty Steel Industry of North America; [www.ssina.com](http://www.ssina.com).
177. SSPC - SSPC: The Society for Protective Coatings; [www.sspc.org](http://www.sspc.org).
178. STI - Steel Tank Institute; [www.steeltank.com](http://www.steeltank.com).
179. SWI - Steel Window Institute; [www.steelwindows.com](http://www.steelwindows.com).
180. SWPA - Submersible Wastewater Pump Association; [www.swpa.org](http://www.swpa.org).
181. TCA - Tilt-Up Concrete Association; [www.tilt-up.org](http://www.tilt-up.org).
182. TCNA - Tile Council of North America, Inc.; (Formerly: Tile Council of America); [www.tileusa.com](http://www.tileusa.com).
183. TEMA - Tubular Exchanger Manufacturers Association, Inc.; [www.tema.org](http://www.tema.org).
184. TIA - Telecommunications Industry Association; (Formerly: TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance); [www.tiaonline.org](http://www.tiaonline.org).
185. TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance; (See TIA).
186. TMS - The Masonry Society; [www.masonrysociety.org](http://www.masonrysociety.org).
187. TPI - Truss Plate Institute; [www.tpinst.org](http://www.tpinst.org).
188. TPI - Turfgrass Producers International; [www.turfgrassod.org](http://www.turfgrassod.org).
189. TRI - Tile Roofing Institute; [www.tilerroofing.org](http://www.tilerroofing.org).

190. UBC - Uniform Building Code; (See ICC).
191. UL - Underwriters Laboratories Inc.; [www.ul.com](http://www.ul.com).
192. UNI - Uni-Bell PVC Pipe Association; [www.uni-bell.org](http://www.uni-bell.org).
193. USAV - USA Volleyball; [www.usavolleyball.org](http://www.usavolleyball.org).
194. USGBC - U.S. Green Building Council; [www.usgbc.org](http://www.usgbc.org).
195. USITT - United States Institute for Theatre Technology, Inc.; [www.usitt.org](http://www.usitt.org).
196. WASTEC - Waste Equipment Technology Association; [www.wastec.org](http://www.wastec.org).
197. WCLIB - West Coast Lumber Inspection Bureau; [www.wclib.org](http://www.wclib.org).
198. WCMA - Window Covering Manufacturers Association; [www.wcmanet.org](http://www.wcmanet.org).
199. WDMA - Window & Door Manufacturers Association; [www.wdma.com](http://www.wdma.com).
200. WI - Woodwork Institute; (Formerly: WIC - Woodwork Institute of California); [www.wicnet.org](http://www.wicnet.org).
201. WMMPA - Wood Moulding & Millwork Producers Association; (See MMPA).
202. WSRCA - Western States Roofing Contractors Association; [www.wsrca.com](http://www.wsrca.com).
203. WPA - Western Wood Products Association; [www.wwpa.org](http://www.wwpa.org).

C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.

1. DIN - Deutsches Institut für Normung e.V.; [www.din.de](http://www.din.de).
2. IAPMO - International Association of Plumbing and Mechanical Officials; [www.iapmo.org](http://www.iapmo.org).
3. ICC - International Code Council; [www.iccsafe.org](http://www.iccsafe.org).
4. ICC-ES - ICC Evaluation Service, LLC; [www.icc-es.org](http://www.icc-es.org).

D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Information is subject to change and is up-to-date as of the date of the Contract Documents.

1. COE - Army Corps of Engineers; [www.usace.army.mil](http://www.usace.army.mil).
2. CPSC - Consumer Product Safety Commission; [www.cpsc.gov](http://www.cpsc.gov).
3. DOC - Department of Commerce; National Institute of Standards and Technology; [www.nist.gov](http://www.nist.gov).
4. DOD - Department of Defense; <http://dodssp.daps.dla.mil>.
5. DOE - Department of Energy; [www.energy.gov](http://www.energy.gov).
6. EPA - Environmental Protection Agency; [www.epa.gov](http://www.epa.gov).
7. FAA - Federal Aviation Administration; [www.faa.gov](http://www.faa.gov).
8. FG - Federal Government Publications; [www.gpo.gov](http://www.gpo.gov).
9. GSA - General Services Administration; [www.gsa.gov](http://www.gsa.gov).
10. HUD - Department of Housing and Urban Development; [www.hud.gov](http://www.hud.gov).
11. LBL - Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; <http://eetd.lbl.gov>.
12. OSHA - Occupational Safety & Health Administration; [www.osha.gov](http://www.osha.gov).
13. SD - Department of State; [www.state.gov](http://www.state.gov).
14. TRB - Transportation Research Board; National Cooperative Highway Research Program; [www.trb.org](http://www.trb.org).
15. USDA - Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; [www.ars.usda.gov](http://www.ars.usda.gov).



16. USDA - Department of Agriculture; Rural Utilities Service; [www.usda.gov](http://www.usda.gov).
17. USDJ - Department of Justice; Office of Justice Programs; National Institute of Justice; [www.ojp.usdoj.gov](http://www.ojp.usdoj.gov).
18. USP - U.S. Pharmacopeia; [www.usp.org](http://www.usp.org).
19. USPS - United States Postal Service; [www.usps.com](http://www.usps.com).

E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. CFR - Code of Federal Regulations; Available from Government Printing Office; [www.gpo.gov/fdsys](http://www.gpo.gov/fdsys).
2. DOD - Department of Defense; Military Specifications and Standards; Available from Department of Defense Single Stock Point; <http://dodssp.daps.dla.mil>.
3. DSCC - Defense Supply Center Columbus; (See FS).
4. FED-STD - Federal Standard; (See FS).
5. FS - Federal Specification; Available from Department of Defense Single Stock Point; <http://dodssp.daps.dla.mil>.
  - a. Available from Defense Standardization Program; [www.dsp.dla.mil](http://www.dsp.dla.mil).
  - b. Available from General Services Administration; [www.gsa.gov](http://www.gsa.gov).
  - c. Available from National Institute of Building Sciences/Whole Building Design Guide; [www.wbdg.org/ccb](http://www.wbdg.org/ccb).
6. MILSPEC - Military Specification and Standards; (See DOD).
7. USAB - United States Access Board; [www.access-board.gov](http://www.access-board.gov).
8. USATBCB - U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).

F. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. CBHF - State of California; Department of Consumer Affairs; Bureau of Electronic Appliance and Repair, Home Furnishings and Thermal Insulation; [www.bearhfti.ca.gov](http://www.bearhfti.ca.gov).
2. CCR - California Code of Regulations; Office of Administrative Law; California Title 24 Energy Code; [www.calregs.com](http://www.calregs.com).
3. CDHS - California Department of Health Services; (See CDPH).
4. CDPH - California Department of Public Health; Indoor Air Quality Program; [www.cal-iaq.org](http://www.cal-iaq.org).
5. CPUC - California Public Utilities Commission; [www.cpuc.ca.gov](http://www.cpuc.ca.gov).
6. SCAQMD - South Coast Air Quality Management District; [www.aqmd.gov](http://www.aqmd.gov).
7. TFS - Texas Forest Service; Forest Resource Development and Sustainable Forestry; <http://txforests-service.tamu.edu>.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

## **SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. This Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

#### **1.3 USE CHARGES**

- A. General: Cost or use charges for temporary facilities shall be included in the Contract Sum. During construction, allow other entities to use temporary services and facilities without cost, including, but not limited to, Architect, testing agencies, and authorities having jurisdiction.

#### **1.4 SUBMITTALS**

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

#### **1.5 QUALITY ASSURANCE**

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

#### **1.6 PROJECT CONDITIONS**

- A. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.



## PART 2 - PRODUCTS

### 2.1 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
  - 1. Contractor shall have use of meeting facilities within the existing building. Contractor is responsible for providing project specific communication equipment, storage, etc. The meeting space will be specified and approved by the RCS Chief Operations Officer.
- B. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
- C. Temporary toilets: The Bus Barn and office facilities will NOT be available for use by contractors. Temporary toilets must be set up for use. The RCS Chief Operations Officer will approve where these temporary toilets are to be placed on property.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

### 3.2 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
  - 1. Provide incombustible construction for offices, shops, and sheds located within construction area or within 30 feet of building lines. Comply with NFPA 241.
  - 2. Maintain support facilities until near Substantial Completion of this Phase. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Roads and Paved Areas: Maintain existing roads and paved areas adequate for construction operations.
- C. Traffic Controls: Comply with requirements of authorities having jurisdiction.
  - 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
  - 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- D. Parking: Coordinate with Owner regarding acceptable parking locations at each project site.
- E. Waste Disposal Facilities: Comply with requirements specified in Division 01 Section "Construction Waste Management and Disposal."

3.3 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- B. Contractor shall coordinate with Owner regarding access and security requirements at both project sites.

3.4 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
- C. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
  - 1. Materials and facilities that constitute temporary facilities are property of Contractor.
  - 2. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."

END OF SECTION 015000

## **SECTION 016000 - PRODUCT REQUIREMENTS**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Requirements:
  - 1. Section 014200 "References" for applicable industry standards for products specified.

#### **1.3 DEFINITIONS**

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
  - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
  - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
  - 3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.



#### 1.4 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
  2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
    - a. Form of Approval: As specified in Section 013300 "Submittal Procedures."
    - b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.
- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 013300 "Submittal Procedures." Show compliance with requirements.

#### 1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.
1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
  2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

#### 1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
  2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
  3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.

4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.
7. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

## 1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
  2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
  2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
  3. See other Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Section 017700 "Closeout Procedures."

## PART 2 - PRODUCTS

### 2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Architect will make selection.
5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.

B. Product Selection Procedures:

1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
3. Products:
  - a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
  - b. Nonrestricted List: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.
4. Manufacturers:
  - a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
  - b. Nonrestricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.
5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or



indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

- C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
  - 1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

## 2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:
  - 1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
  - 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
  - 3. Evidence that proposed product provides specified warranty.
  - 4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
  - 5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

## SECTION 017300 - EXECUTION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
  - 1. Construction layout.
  - 2. Field engineering and surveying.
  - 3. Installation of the Work.
  - 4. Cutting and patching.
  - 5. Progress cleaning.
  - 6. 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 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
  - 1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection
  - 2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.

3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
  4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

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

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. 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.
- B. 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.
- C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.



### 3.2 PREPARATION

- A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section 013100 "Project Management and Coordination."

### 3.3 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.
- 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. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
  - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
  - 2. Allow for building movement, including thermal expansion and contraction.
  - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with

integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

- H. 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.
- I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

### 3.4 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. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
  - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  - 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
  - 4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
  - 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
  - 6. Proceed with patching after construction operations requiring cutting are complete.

- G. 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. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.
- H. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

### 3.5 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 in Section 017419 "Construction Waste Management and Disposal."
- 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.

### 3.6 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 017329 - CUTTING AND PATCHING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.

#### 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 surfaces to original conditions after installation of other Work.

#### 1.4 SUBMITTALS

- A. Cutting and Patching Proposal: Submit a proposal describing procedures at least 10 days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:
  - 1. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.
  - 2. Architect'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. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related 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.
  - 1. Water, moisture, or vapor barriers.
  - 2. Membranes and flashings.
- B. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

- C. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

## 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. In-Place Materials: Use materials 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 match the visual and functional performance of in-place materials.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
  - 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
  - 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. 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.

### 3.3 PERFORMANCE

- A. 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. 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 possible. Provide materials and comply with installation requirements specified in other Sections.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate 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 eliminate evidence of patching and refinishing.
- C. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION 017329



## SECTION 017400 - WARRANTIES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for warranties required by the Contract Documents, including manufacturer's standard warranties on products and special warranties.
  - 1. Refer to the General Conditions for terms of the Contractor's period for correction of the Work.
- B. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

#### 1.3 DEFINITIONS

- A. Standard product warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.
- B. Special warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

#### 1.4 WARRANTY REQUIREMENTS

- A. Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.
- B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding; reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- C. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.
- D. Owner's Recourse: Expressed warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed

warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights, or remedies.

1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.

E. Where the Contract Documents require a special warranty, or similar commitment on the Work or part of the Work, the Owner reserves the right to refuse to accept the Work, until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.

## 1.5 SUBMITTALS

A. Submit written warranties to the Architect prior to the date certified for Substantial Completion. If the Architect's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Architect.

1. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Architect within 15 days of completion of that designated portion of the Work.

B. When the Contract Documents require the Contractor, or the Contractor and a subcontractor, supplier or manufacturer to execute a special warranty, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner, through the Architect, for approval prior to final execution.

C. Prepare a written document utilizing the appropriate form, ready for execution by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Submit a draft to the Owner, through the Architect, for approval prior to final execution.

1. Refer to Divisions 2 through 33 Sections for specific content requirements and particular requirements for submitting special warranties.

D. Form of Submittal: At Final Completion compile 2 copies of each required warranty properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.

E. Bind warranties and bonds shall be submitted with the "Maintenance Manuals."

1. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the 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 the Installer.

2. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project title or name, and name of the Contractor.

3. When warranted construction requires operation and maintenance manuals, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

## PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 LIST OF WARRANTIES

- A. Schedule: Provide warranties on products and installations as specified in the individual sections of this specification.

END OF SECTION 017400

## **SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL**

### **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 the following:
  - 1. Disposing of nonhazardous demolition and construction waste.
- B. Related Requirements:
  - 1. Contractors must provide own dumpsters on-site. The RCS Chief Operations Officer must approve site locations for the dumpsters.

#### **1.3 DEFINITIONS**

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.

### **PART 2 - PRODUCTS (Not Used)**

### **PART 3 - EXECUTION**

#### **3.1 DISPOSAL OF WASTE**

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.



1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
  2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
- C. Disposal: Remove waste materials from Owner's property and legally dispose of them.

END OF SECTION 017419

## **SECTION 017700 - CLOSEOUT PROCEDURES**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Substantial Completion procedures.
  - 2. Final completion procedures.
  - 3. Warranties.
  - 4. Final cleaning.
  - 5. Repair of the Work.

#### **1.3 ACTION SUBMITTALS**

- A. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- B. 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.

#### **1.5 SUBSTANTIAL COMPLETION PROCEDURES**

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
  3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
- C. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
  2. Results of completed inspection will form the basis of requirements for final completion.

## 1.6 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
1. Submit a final Application for Payment according to Section 012900 "Payment Procedures."
  2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
  3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

## 1.7 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. 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.
- C. Provide additional copies of each warranty to include in operation and maintenance manuals.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
  - 1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

## PART 3 - EXECUTION

### 3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.



- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
    - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
    - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
    - e. Clean exposed exterior 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.
    - g. Leave Project clean and ready for occupancy.
- C. Construction Waste Disposal: Comply with waste disposal requirements in Section 017419 "Construction Waste Management and Disposal."

### 3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
1. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.
    - a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
  2. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.

END OF SECTION 017700

## SECTION 017839 - PROJECT RECORD DOCUMENTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:
  - 1. Record Drawings.

#### 1.3 SUBMITTALS

- A. Record Drawings: Comply with the following:
  - 1. Number of Copies: Submit one set(s) of marked-up Record Prints for each Project Site.
  - 2. Number of Copies: Submit copies of Record Drawings as follows:
    - a. Electronic Media: CD.

### PART 2 - PRODUCTS

#### 2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings for each project site.
  - 1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
    - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    - b. Accurately record information in an understandable drawing technique.
    - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
  - 2. Content: Types of items requiring marking include, but are not limited to, the following:
    - a. Dimensional changes to Drawings.
    - b. Revisions to details shown on Drawings.
    - c. Depths of foundations below first floor.

- d. Locations and depths of underground utilities.
  - e. Changes made by Change Order or Construction Work Change Directive.
  - f. Changes made following Architect's written orders or Architect's Supplemental Instructions.
  - g. Details not on the original Contract Drawings.
3. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
  4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
  5. Mark important additional information that was either shown schematically or omitted from original Drawings.
  6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

## 2.2 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

## PART 3 - EXECUTION

### 3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

END OF SECTION 017839

**26**

**DIVISION**

**ELECTRICAL**



**SECTION 260010****GENERAL REQUIREMENTS 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.
- B. The Instructions to Bidders, General and Special Conditions, and all other contract documents shall apply to the Contractor's work as well as to each Sub Contractor's work. Each Contractor is directed to familiarize themselves in detail with all documents pertinent to this Contract. In case of conflict between these General Provisions and the General and/or Special Conditions, the affected Contractor shall contact the Engineer for clarification and final determination.
- C. Each Contractor shall be governed by any alternates, unit prices and Addenda or other contract documents insofar as they may affect their part of the work.

**1.2 SUMMARY**

- A. Section Includes supplemental requirements applicable to work specified in Divisions 26 and 28.
- B. The work included in this division consists of the furnishing of all labor, equipment, transportation, supplies, material and appurtenances and performing all operations necessary for the satisfactory installation of complete and operating Fire Alarm System indicated on the drawings and/or specified herein.
- C. Any materials, labor, equipment or services not mentioned specifically herein which may be necessary to complete or perfect any part of the Fire Alarm Systems in a substantial manner, in compliance with the requirements stated, implied, or intended in the drawings and specifications, shall be included as part of this Contract. The Contractor shall give written notice of any materials or apparatus believed inadequate or unsuitable; in violation of laws, ordinances, rules or regulations of authorities having jurisdiction; and any necessary items of work omitted a minimum of ten days prior to bid. In the absence of such written notice and by the act of submitting a bid, it shall be understood that the Contractor has included the cost of all required items in their bid, and that they will be responsible for the approved satisfactory functioning of the entire system without extra compensations.
- D. It is not the intent of this section of the specifications (or the remainder of the contract documents) to make any specific Contractor, other than the Contractor holding the prime contract, responsible to the Owner, Architect and Engineer. All transactions such as

submittal of shop drawings, claims for extra costs, requests for equipment or materials substitution, shall be done through the Contractor to the Architect (if applicable), then to the Engineer.

- E. This section of the Specifications or the arrangement of the contract documents shall not be construed as an attempt to arbitrarily assign responsibility for work, material, equipment or services to a particular trade Contractor or Sub-Contractor. Unless stated otherwise, the subdivision and assignment of work under the various sections shall be the responsibility of the Contractor holding the prime contract.
- F. Any reference within these specifications to a specific entity, i.e., "Electrical Contractor" is not to be construed as an attempt to limit or define the scope of work for that entity or assign work to a specific trade or contracting entity. Such assignments of responsibility are the responsibility of the Contractor holding the prime contract, unless otherwise provided herein.
- G. In each of the specifications and drawings referred to herein, consider the advisory provisions to be mandatory, as though the word, "shall" had been substituted for "should" wherever it appears.
- H. Intent and Interpretation
  1. It is the intent of these specifications and all associated drawings that the Contractor provide finished work, tested, and ready for operation. Wherever the word "provide" is used, it shall mean "furnish and install complete, tested and ready for operation."
  2. Minor details not usually shown or specified, but necessary for the proper installation and operation, shall be included in the work, the same as if herein specified or shown.
  3. It is the intention of the Contract Documents to call for a complete and operational system, including all components, accessories, finish work, etc. as necessary for trouble free operation; tested and ready for operation. Anything that may be required, implied, or inferred by the Contract Documents shall be provided and included as part of the Bid.
  4. All Contractors and Vendors providing a bid for this project shall review the Plans and Specifications and determine any modifications and/or adjustments necessary relative to the proposed equipment and materials with specific manufacturer's installation requirements. Include in the bid any necessary installation methods, features, options, accessories, etc. necessary to install the proposed equipment and materials, regardless of whether used as basis of design or being offered as a substitution in accordance with the specific manufacturer's installation requirements whether specifically detailed or not within the Plans and Specifications.
  5. The Bidder/Proposer shall completely review the Contract Documents. Any interpretation as to design intent or scope shall be provided by the Engineer/Architect. Should an interpretation be required, the Bidder/Proposer shall request a clarification not less than ten days prior to the submission of the proposal so that the condition may be clarified by Addendum. In the event of any conflict, discrepancy, or inconsistency develops; the interpretation of the Engineer shall be final.

6. The Contractor shall give written notice of any materials or apparatus believed inadequate or unsuitable; in violation of laws, ordinances, rules or regulations of authorities having jurisdiction; and any necessary items of work omitted a minimum of ten days prior to bid. In the absence of such written notice and by the act of submitting a bid, it shall be understood that the Contractor has included the cost of all required items in the bid, and that will be responsible for the approved satisfactory functioning of the entire system without extra compensations.

I. Drawings and Specifications

1. The drawings are diagrammatic only and indicate the general arrangement of the systems and are to be followed insofar as possible. If deviations from the layouts are necessitated by field conditions, detailed layouts of the proposed departures shall be submitted in writing to the Engineer for approval before proceeding with the work. The Contract Drawings are not intended to show every vertical or horizontal offset which may be necessary to complete the systems. Contractors shall, however, anticipate that additional offsets may be required and submit their bid accordingly.
2. The drawings and specifications are intended to supplement each other. No Contractor, bidder, proposer or supplier shall take advantage of conflict between them, or between parts of either, but should this condition exist, the Contractor or supplier shall request a clarification of the condition at least ten days prior to the submission of bids so that the condition may be clarified by Addendum. In the event that such a condition arises after work is started, the interpretation of the Engineer shall be the determining factor. In all instances, unless modified in writing and agreed upon by all parties thereto, the Contract to accomplish the work shall be binding on the affected Contractor.
3. The drawings and specifications shall be considered to be cooperative and complimentary and anything appearing in the specifications which may not be indicated on the drawings or conversely, shall be considered as part of the Contract and must be executed the same as though indicated by both.
4. This Contractor shall make all their own measurements in the field and shall be responsible for correct fitting. They shall coordinate this work with all other branches of work in such a manner as to cause a minimum of conflict or delay.
5. The Engineer shall reserve the right to make minor adjustments in location of conduit, fixtures, outlets, switches, etc., where he considers such adjustments desirable in the interest of concealing work or presenting a better appearance.
6. Each Contractor shall evaluate ceiling heights called for on Architectural Plans and ensure that these heights may be maintained after all mechanical and electrical equipment is installed. Where the location of Electrical equipment may interfere with ceiling heights, the Contractor shall call this to the attention of the Engineer in writing prior to making the installation. Any such changes shall be anticipated and requested sufficiently in advance so as to not cause extra work on the part of the Contractor or unduly delay the work.
7. Should overlap of work between the various trades become evident, this shall be called to the attention of the Engineer. In such an event, neither trade shall assume that he is to be relieved of the work which is specified under his branch until instructions in writing are received from the Engineer.
8. The Electrical drawings are intended to show the approximate location of equipment, materials, etc. Dimensions given in figures on the drawings shall take

precedence over scaled dimensions and all dimensions whether given in figures or scaled shall be verified in the field. In case of conflict between small- and large-scale drawings, the larger scale drawings shall take precedence.

9. The Electrical Contractor and his Sub-Contractors shall review all drawings in detail as they may relate to his work (structural, architectural, site survey, mechanical, etc.). Review all drawings for general coordination of work, responsibilities, ceiling clearances, wall penetration points, chase access, fixture elevations, etc. Make any pertinent coordination or apparent conflict comments to the Engineers at least ten days prior to bids, for issuance of clarification by written addendum.
10. Where on any of the drawings a portion of the work is drawn out and the remainder is indicated in outline, or not indicated at all, the parts drawn out shall apply to all other like portions of the work. Where ornament or other detail is indicated by starting only, such detail shall be continued throughout the courses or parts in which it occurs and shall also apply to all other similar parts of the work, unless otherwise indicated.

### **1.3 COST BREAKDOWN AND PAY APPLICATIONS**

- A. Within thirty days after acceptance of the Contract, each Contractor is required to furnish to the Engineer one copy of a detailed cost breakdown on each respective area of work. These cost breakdowns shall be made on forms provided or approved by the Engineer or Architect. Payments will not be made until satisfactory cost breakdowns are submitted. Refer to Division 00 and 01 specification sections for additional requirements.
- B. In addition to cost breakdowns by specification section, the following shall also be provided: Material and labor shall be listed separately. These items are in addition to items listed in Division 01 specifications. Pay special attention to required withholding percentages for startup, testing, documentation, acceptance, owner training, etc. The breakdown shall be minimally as follows:
  1. Permitting
  2. Mobilization
  3. Electrical Shop Drawings/Submittals
  4. Electrical Coordination Drawings
  5. Branch Circuiting Materials & Labor
  6. Fire Alarm Materials & Labor
  7. Fire Alarm System Startup, Testing, & Verification (equal to 5% of Equipment Value)
  8. Owner Training & Acceptance
  9. Punchlist
  10. As-Built/Record Drawings & Acceptance
  11. O&M Manuals & Acceptance
  12. Warranty
  13. Demobilization



## 1.4 REFERENCE

- A. Abbreviations and Acronyms
1. A, AMP: Ampere
  2. ADA: Americans with Disabilities Act.
  3. AFF: Above Finished Floor
  4. AFG: Above Finished Grade
  5. AHJ: Authority Having Jurisdiction
  6. AHU: Air Handling Unit
  7. AIC: Amps Interrupting Capacity
  8. ANSI: American National Standards Institute.
  9. ASA: American Standards Association.
  10. ASTM: American Society for Testing Materials.
  11. ASHRAE: American Society of Heating, Refrigeration and Air Conditioning Engineers.
  12. ATS: Automatic Transfer Switch
  13. A/V: Audio/Visual
  14. AWG: American Wire Gauge
  15. BAS: Building Automation System
  16. BFG: Below Finished Grade
  17. BICSI: Building Industry Consulting Services International
  18. C: Conduit
  19. CB: Circuit Breaker
  20. CFCI: Contractor Furnished, Contractor Installed
  21. CFOI: Contractor Furnished, Owner Installed
  22. CKT: Circuit
  23. CLG: Ceiling
  24. CT: Current Transformer
  25. CM: Construction Manager
  26. DDC: Direct Digital Building Controls
  27. DOAS: Dedicated Outdoor Air System
  28. DWG: Drawing
  29. EC: Electrical Contractor
  30. ELEV: Elevator
  31. EM: Emergency
  32. EPO: Emergency Power Off
  33. FA: Fire Alarm
  34. FAA: Fire Alarm Annunciator
  35. FACP: Fire Alarm Control Panel
  36. FCC: United States Federal Communications Commission
  37. FFE: Finished Floor Elevation
  38. FLA: Full Load Amps
  39. G, GND: Ground
  40. GFCI: Ground Fault Circuit Interrupter
  41. GC: General Contractor
  42. HOA: Hands Off Auto
  43. HP: Horsepower
  44. IDF: Intermediate Distribution Frame
  45. IECC: International Energy Conservation Code

46. ISO: International Standards Organization.
47. IT: Information Technology
48. KVA: Kilovolt-Amperes
49. KW: Kilowatt
50. KWH: Kilowatts Hours
51. LRA: Locked Rotor Amps
52. LTG: Lighting
53. MC: Mechanical Contractor
54. MCA: Minimum Circuit Ampacity
55. MCB: Main Circuit Breaker
56. MDF: Main Distribution Frame
57. MDP: Main Distribution Panel
58. MLO: Main Lugs Only
59. MOCP: Maximum Overcurrent Protection
60. MSB: Main Switchboard
61. N/A: Not Applicable
62. NEC: National Electrical Code
63. NECA: Standards for Installation.
64. NEMA: National Electrical Manufacturers Association.
65. NESC: National Electrical Safety Code.
66. NFPA: National Fire Protection Association.
67. NIC: Not in Contract
68. NRTL: Nationally Recognized Testing Laboratory
69. NTS: Not to Scale
70. N/A: Not Applicable
71. OFCI: Owner Furnished, Contractor Installed
72. OFOI: Owner Furnished, Owner Installed
73. OSHA: Office of Safety and Health Administration.
74. P: Pole, Poles
75. PC: Plumbing Contractor
76. PIR: Passive Infrared
77. RFI: Request for Information
78. RIO: Rough-in Only
79. RM: Room
80. SPD: Surge Protection Device
81. SS: Stainless Steel
82. SWBD: Switchboard
83. TIA: Telecommunications Industry Association
84. TYP: Typical
85. UL: Underwriters Laboratories, Inc.
86. UON or UNO: Unless otherwise noted.
87. UG: Underground
88. V: Volt, Volts
89. VFD: Variable Frequency Drive
90. W: Watts
91. WG: Wire Guard
92. WP: Weather Proof
93. XFMR: Transformer

## B. Definitions

1. Prime Contractor: The Contractor who has been engaged by the Owner in a contractual relationship to accomplish the work.
2. Contractor: Any Contractor whether bidding, proposing or working independently or under the supervision of a General Contractor, Prime Contractor, or Construction Manager and who installs any type of Electrical Work as specified in the Contract Documents.
3. Electrical Contractor: Any Contractor whether bidding or working independently or under the supervision of the entity holding the Prime Contract and who installs any type of Electrical work, such as: power, lighting, television, telecommunications, data, fiber optic, intercom, fire detection and alarm, security, video, underground or overhead electrical, etc.
4. Electrical Sub-Contractor: Each or any Contractor contracted to, or employed by, the Electrical Contractor for any work required by the Electrical Contractor.
5. Installer: Contractor or another entity engaged by Contractor as an employee, subcontractor, or sub-subcontractor, to perform a particular construction operation, including installation, erection, application, assembly, and similar operations.
6. Engineer: The Consulting Mechanical-Electrical Engineer consulting to the Owner, Architect, or Other, etc. In this case: CMTA, Inc., Consulting Engineers.
7. Architect: The Architect of Record for the project.
8. Contract Documents: All documents pertinent to the quality and quantity of work to be performed on this project. Includes, but not limited to: Plans, Specifications, Instructions to Bidders, General and Special Conditions, Addenda, Alternates, Lists of Materials, Lists of Sub-Contractors, Unit Prices, Shop Drawings, Field Orders, Change Orders, Cost Breakdowns, Schedules of Value, Periodical Payment Requests, Construction Manager's Assignments, Architect's Supplemental Instructions, Construction Contract with Owner, etc.
9. Bidder/Proposer: Any person, agency or entity submitting a proposal to any person, agency or entity for any part of the work required under this contract.
10. The Project: All of the work required under this Contract.
11. Furnish: Deliver to the site in good condition and turn over to the Contractor who is to install.
12. Provide: Furnish and install complete, tested and ready for operation.
13. Install: Install equipment furnished by others in complete working order.
14. Indicated: Listed in the Specifications, shown on the Plans or Addenda thereto.
15. Basis of Design (BOD): Documentation of primary thought processes and assumptions behind design decisions made to meet design intent. Describes systems, components, conditions and methods chosen to meet intent.
16. Monitoring: Recording of parameters (flow, current, status, pressure, etc.) of equipment operation using data loggers or trending capabilities of control systems.
17. Start-Up: The activities where systems or equipment are initially tested and operated. Start-up is completed prior to functional testing.
18. Vendor: Supplier of equipment.
19. Typical: Where indicated repeat this work, method or means each time the same or similar condition occurs whether indicated or not.

- C. Reference Standards: Contractor is responsible for knowledge and application of current versions of all applicable standards and codes. Contractor shall adhere to the most

recent revisions or version adopted by the Authorities Having Jurisdiction, including all relevant changes or addenda at the time of installation.

1. AASHTO - American Association of State Highway and Transportation Officials
2. ADA - Americans with Disabilities Act
3. ANSI - American National Standards Institute.
4. ASA – American Standards Association.
5. ASTM – American Society for Testing Materials.
6. ASHRAE - American Society of Heating, Refrigeration and Air Conditioning Engineers.
7. BICSI - Building Industry Consulting Services International
8. FM – Factory Mutual
9. ICC - International Code Council
10. IECC - International Energy Conservation Code
11. IEEE – Institute of Electrical and Electronics Engineers.
  - a. IEEE C2, National Electrical Safety Code
12. IESNA – Illuminating Engineering Society of North America
13. ISO – International Standards Organization.
14. NESC - National Electrical Safety Code
15. NECA – National Electrical Contractors Association.
  - a. NECA 1, Standard for Good Workmanship in Electrical Construction
16. NEMA - National Electrical Manufacturers Association.
17. NRTL - Nationally Recognized Testing Laboratory
18. NFPA - National Fire Protection Association.
  - a. NFPA 70, National Electrical Code (NEC)
19. OSHA - The Occupational Safety and Health Act
20. TIA - Telecommunications Industry Association
21. UL - Underwriters Laboratories, Inc.

## 1.5 COORDINATION

- A. Interruption of Existing Services: In general, and to the extent possible, perform all work without interruption of the existing facilities' operations. Do not interrupt services to facilities occupied by Owner or others unless permitted under the following conditions:
1. Notify the Owner, Architect, and Engineer no fewer than seven days in advance of proposed interruption of service.
  2. Provide the exact time the interruption will occur and the length of the interruption.
  3. Do not proceed with interruption of service without written permission from Owner, Architect, and Engineer.
  4. Failure to comply with this requirement may result in complete work stoppage by the Contractors involved until a complete schedule of interruptions can be developed.
  5. Contractor will not be entitled to additional compensation due to work stoppage mandated by unscheduled interruption.
  6. Coordinate interruptions with systems impacted by outages including but not limited to the following:
    - a. Generators
    - b. Emergency Lighting
    - c. Elevators



## d. Fire Alarm Systems

7. Whenever utilities are interrupted, either deliberately or accidentally, the Contractor shall work continuously to restore the service. The Contractor shall provide tools, materials, skilled journeymen of their own and other trades as necessary, premium time as needed and coordination with all applicable utilities, including payment of utility company charges (if any), all without requests for extra compensation to the Owner, except where otherwise provided for in the contract for the work.

## B. Temporary Use of Equipment

1. The permanent electrical equipment, except lighting, when installed, may be used for temporary services, subject to an agreement among the Contractors involved, the Owner, and with the consent of the Engineer. Should the permanent systems be used for this purpose, each Contractor shall pay for all temporary connections required and any replacements required due to damage without additional cost to the Owner, leaving the equipment and installation in "as new" condition. The Contractor may be required to bear utility costs, user fees, etc.
2. Permission to use the permanent equipment does not relieve the Contractors who utilize this equipment from the responsibility for any damages to the building construction and/or equipment which might result from its use.

**1.6 SUBMITTALS**

- A. Review of submittals by the Engineer applies only to conformance with the design intent of the project and general compliance with the information given in the contract documents. In all cases, the installing Contractor alone shall be responsible for furnishing the proper quantity of equipment and/or materials required, for seeing that all equipment fits the available space in a satisfactory manner and that piping, electrical and all other connections are suitably located.
- B. The Engineer's review of submittals, schedules or other required submittal data shall not relieve the Contractor from responsibility for the adaptability of the equipment or materials to the project, compliance with applicable codes, rules, regulations, information that pertains to fabrication and installation, dimensions and quantities, electrical characteristics, and coordination of the work with all other trades involved in this project.
- C. If a submittal deviates from the drawings or specifications because of Contractor's standard practice, approved substitution request, or any other reason, the submittal shall notify the designer of the deviation.
- D. Prior to the start of work the contractor shall submit the following. Work shall not proceed without the Engineer's and Owner's completed review of the submitted items.
- E. 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 unsuitable for use, submit as Shop Drawings, not as Product Data.

2. Clearly and precisely mark red notations and yellow highlights on the 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. Rated capacities, operating characteristics, and electrical characteristics,
    - i. Wiring diagrams that show factory-installed wiring and interface points.
    - j. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
  4. Format and Organization: submit bookmarked electronic PDF files complying with the following:
    - a. Cover: Clearly display the following information: Owner name, Project name, Submittal name, project submittal number, Contractor name and contact information, and applicable specification section numbers.
    - b. Table of Contents: Include a TOC that lists materials by section number, with a brief product description, manufacturer and part number, and list the submittal page number per product
    - c. Product Information
- F. Shop Drawings: Prepare Project-specific information, drawn accurately to scale.
1. Shop Drawings that are reproductions of the Contract Documents are not permitted and will be rejected.
  2. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
    - b. Mounting Details
    - c. Wiring diagrams and installation details
    - d. Identification of products.
    - e. Schedules.
    - f. Compliance with specified standards.
    - g. Notation of coordination requirements.
    - h. Notation of dimensions established by field measurement.
    - i. Seal and signature of professional engineer if specified.
- G. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- H. Closeout Submittals

1. Upon substantial completion of the project, provide a minimum of three bound copies with complex index and tabs to locate each item described below along with digital copy in PDF format on USB storage media.
2. As-Built Record Documentation
  - a. The Contractor shall insure that any deviations from the design are being recorded daily, as necessary, on record drawings being maintained by the Contractor. Dimensions from fixed, visible permanent lines or landmarks shown in vertical and horizontal ways shall be utilized. Compliance shall be a requirement for final payment. Pay particular attention to the location of underfloor or underground exterior in-contract or utility-owned or leased service lines, main switches and other appurtenances important to the maintenance and safety of the Electrical System. Deliver these record drawings to the Engineer as a system is completed, within ten days of the mark-up and/or while the accuracy of the mark-ups can be verified visually. Monthly payment may be withheld if the requirement is not complied with.
  - b. Refer to additional record drawing requirements within the general conditions and other sections of these specifications.
3. Start-Up and System Testing Certificates
  - a. Provide reports from all required testing to indicate procedures followed and complete results of all tests. Provide reports on manufacturer's standard forms for all equipment and system tests. Testing reports shall indicate applicable NEC, NFPA, UL, NETA, and/or ANSI standards.
4. Operation and Maintenance Manuals
  - a. Provide operation and maintenance instructions and parts lists for all equipment provided in this contract.
  - b. All instructions shall be submitted in draft, for approval, prior to final issue. Manufacturer's advertising literature or catalogs will not be acceptable for operating and maintenance instructions.
  - c. The operation and maintenance document directory should provide easy access and be well organized and clearly identified.
  - d. The operation and maintenance manuals shall contain the following information:
    - 1) Emergency information should be immediately available during emergencies and should include emergency and staff and/or agency notification procedures.
    - 2) Provide contacts (company name, address, phone number, email) where parts may be purchased for each principal item of equipment.
    - 3) Provide detailed maintenance instructions, including recommended preventative maintenance schedules for all equipment requiring maintenance. For lighting and lighting controls, provide recommended driver replacement schedule, provide a schedule for inspecting and recalibrating lighting controls, and provide a recommended settings list for all components with adjustable settings.
    - 4) General Information. Provide the following:
      - a) Building function
      - b) Building description
      - c) Operating standards and logs
    - 5) Technical Information. Provide the following:
      - a) System description

- b) Operating routines and procedures
- c) Seasonal start-up and shutdown
- d) Special procedures
- e) Basic troubleshooting
- 6) Equipment data sheets. Provide the following:
  - a) Vendor and local representative's contact information
  - b) Operating and nameplate data
  - c) Warranty
  - d) Detailed operating instructions.
  - e) Tools required
  - f) Types of cleaners to use
- 7) Maintenance program information. Provide the following:
  - a) Manufacturer's installation, operation, and maintenance instructions
  - b) Spare parts information
  - c) Preventive maintenance actions
  - d) Schedule of actions
  - e) Action description
  - f) History
- 8) Test reports document observed performance during start-up and commissioning.
- 9) Reference Division 01 specifications for additional requirements.
- e. Shop drawings will not be accepted as satisfying the requirement for Operation and Maintenance Manuals.
- f. Submittals: Provide complete copies of all reviewed submittals. Where submittals were returned "Furnish as Corrected", the contractor shall make the corrections noted by the engineer and submit final corrected shop drawings with close-out documentation.
- g. Parts List: Provide an inventory of all spare parts, special tools, attic stock, etc. that have been provided to the owner.
- 5. Warranty Documentation: Provide all documentation and certificates related to Contractor's one-year warranty and all other specific warranties indicated in the construction documents.
- 6. Training Verification: Provide certification that all specified training has been completed. List training session dates, times, and types. Include any session materials and recordings.
- 7. Inspection Certificates: Provide certificates of inspection from electrical inspector, fire marshal, and any other required special inspections.
- 8. Reports and System Certifications: Provide final reports and any system certifications required in other specification sections.
- 9. Software and Firmware Operational Documentation: Provide documentation, including the following:
  - a. Software operating and upgrade manuals.
  - b. Names, versions, and website addresses for locations of installed software.
  - c. Device address list.
  - d. Printouts of software application and graphic screens.
- 10. Software Back-ups: Provide software back-ups on USB media that is clearly and permanently labeled and provided with lanyard to prevent misplacement.



**1.7 MAINTENANCE MATERIAL**

- A. Spare Parts and Extra Stock Material
  - 1. Parts and Materials shall be properly marked and packaged for long term storage.
- B. Special Tools and Keys:
  - 1. Provide, along with the equipment provided, any special wrenches or tools necessary to dismantle or service equipment or appliances.
  - 2. Wrenches shall include necessary keys, handles and operators for valves, switches, breakers, etc. and keys to electrical panels, emergency generators, alarm pull boxes and panels, etc.
  - 3. Provide at least two of any such special wrench, keys, etc. to the Owner prior to completion of the project. Obtain a receipt that this has been accomplished and forward a copy to the Architect and Engineer.

**1.8 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Manufacturer shall be a firm engaged in the manufacture of specified products of types and sizes required, and whose products have been in satisfactory use in similar service for a minimum of five years unless otherwise approved.
  - 1. The manufacturer shall have a valid ISO 9001 certification and an applicable quality assurance system that is regularly reviewed and audited by a third-party registrar. Manufacturing, inspection, and testing procedures shall be developed and controlled under the guidelines of the quality assurance system.
  - 2. Equipment shall be supported by service organizations which are reasonably convenient to the equipment installation in order to render satisfactory service to the equipment on a regular and emergency basis during the warranty period of the contract.
- B. Installer Qualifications
  - 1. All Contractors bidding this project must have been a licensed company for a minimum of three years to qualify to bid this project. Individual employee experience does not supersede this requirement.
  - 2. All subcontractors bidding the electrical work must have completed one project of 70 percent this subcontract cost size and two projects of 50 percent this subcontract cost size.
  - 3. All electrical work shall be accomplished by qualified workers competent in the area of work for which they are responsible. Untrained and incompetent workers as evidenced by their workmanship shall be relieved of their responsibilities in those areas. The Engineer shall reserve the right to determine the quality of workmanship of any worker and unqualified or incompetent workers shall refrain from work in areas not satisfactory to them. Requests for relief of a worker shall be made through the normal channels of responsibility established by the Architect or the contract document provisions.
  - 4. All electrical work shall be accomplished by Journeymen electricians under the direct supervision of a licensed Electrician.

5. Special electrical systems, such as Fire Detection and Alarm Systems, Telecommunications or Data Systems, Video Systems, Special Electronic Systems, Control Systems, etc., shall be installed by workers normally engaged or employed in these respective trades. As an exception to this, where small amounts of such work are required and are, in the opinion of the Engineer, within the competency of workers directly employed by the Contractor involved, they may be provided by this Contractor.

## **1.9 WARRANTIES**

- A. Contractor shall unconditionally guarantee all equipment, apparatus, materials, and workmanship entering into this Contract to be the best of its respective kind and shall replace all parts at their own expense, which fail or are deemed defective within one year from final acceptance of the work by the Engineer. The effective date of completion of the work shall be the date each or any portion of the work is accepted by the Engineer and Owner's Statement of Substantial Completion.
- B. Items of equipment which have longer guarantees, as called for in these specifications or as otherwise offered by the manufacturer, such as generators, engines, batteries, transformers, etc., shall have warranties and guarantees completed in order, and shall be in effect at the time of final acceptance of the work by the Engineer. The Contractor shall present the Engineer with such warranties and guarantees at the time of final acceptance of the work. The Owner reserves the right to use equipment installed by the Contractor prior to date of final acceptance. Such use of equipment shall in no way invalidate the guarantee except that the Owner shall be liable for any damage to equipment during this period due to negligence of his operator or other employee.
- C. The Warranties specified in this and other Articles shall not deprive the Owner of other rights the Owner may have under provisions of the Contract Documents and shall be in addition to, and run concurrently with other warranties made by the Contractor under requirements of the Contract Documents.

## **1.10 INDEMNIFICATION**

- A. The Contractor shall hold harmless and indemnify the Engineer, employees, officers, agents and consultants from all claims, loss, damage, actions, causes of actions, expense and/or liability resulting from, brought for, or on account of any personal injury or property damage received or sustained by any person, persons, (including third parties), or any property growing out of, occurring, or attributable to any work performed under or related to this contract, resulting in whole or in part from the negligence of the Contractor, any subcontractor, any employee, agent or representative.

## **1.11 HAZARDOUS MATERIALS**

- A. The Contractor is hereby advised that it is possible that asbestos and/or other hazardous materials are or were present in this building(s). Any worker, occupant, visitor, inspector, etc., who encounters any material of whose content they are not certain shall promptly

report the existence and location of that material to the Contractor and/or Owner. The Contractor shall, as a part of their work, ensure their workers are aware of this potential and what they are to do in the event of suspicion. The Contractor shall also keep uninformed persons from the premises during construction. Furthermore, the Contractor shall insure that no one comes near to or in contact with any such material or fumes therefrom until its content can be ascertained to be non-hazardous.

- B. CMTA, Inc., Consulting Engineers, have no expertise in the determination of the presence of hazardous materials. Therefore, no attempt has been made by them to identify the existence or location of any such material. Furthermore, CMTA nor any affiliate thereof will neither offer nor make any recommendations relative to the removal, handling or disposal of such material.
- C. If the work interfaces, connects or relates in any way with or to existing components which contain or bear any hazardous material, asbestos being one, then, it shall be the Contractor's sole responsibility to contact the Owner immediately.
- D. The Contractor by execution of the contract for any work and/or by the accomplishment of any work thereby agrees to bring no claim relative to hazardous materials for negligence, breach of contract, indemnity, or any other such item against CMTA, its principals, employees, agents or consultants. Also, the Contractor further agrees to defend, indemnify and hold CMTA, its principals, employees, agents and consultants, harmless from any such related claims which may be brought by any subcontractors, suppliers or any other third parties.

## **PART 2 - PRODUCTS**

### **2.1 GENERAL REQUIREMENTS**

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency suitable to the AHJ, and marked for intended location and application.
- B. Materials used shall present no environmental or toxicological hazards as defined by current industry standards and shall comply with OSHA and EPA standards, other applicable federal, state, and local laws.
- C. Standard Products
  - 1. Except where specifically noted otherwise, all equipment supplied by the Contractor shall be the standard products of a single manufacturer of known reputation and experience in the industry.
  - 2. Only equipment, components and accessories in current production for at least five years beyond the completion date of this system shall be used and installed. Any equipment found to be obsolete or not in future production will be removed and replaced at Contractor's expense. This includes all equipment, materials and labor.

3. Products manufactured more than 2 years prior to date of delivery to site shall not be used, unless specified otherwise.
- D. Product numbers are subject to change by the manufacturer without notification. In the event a product number is invalid or conflicts with the written description, notify the Engineer in writing prior to ordering the material and performing installation work.

## **2.2 PRODUCT SUBSTITUTIONS**

- A. Conform to the substitutions requirements and procedures outlined in Division 01.
- B. One substitution for each product specified will be considered and substitutions must be submitted to Engineer a minimum of 10 days prior to bid using the standard CSI substitution request form.
- C. If prevailing laws of cities, towns, states or countries are more stringent than these specifications regarding such substitutions, then those laws shall prevail over these requirements.
- D. Where products are noted as "or equal", a product of equivalent design, manufacture, and performance will be considered. Submit product data (product information, catalog cut sheets, test data, etc.) to substantiate that the product is in fact equivalent to that specified. The burden of proof that the substituted product is equivalent to the specified product rests with the Contractor. Whenever material, process or equipment is specified in accordance with an industry specification (ANSI, TIA, etc), UL rating, or other association standard, present an affidavit from the manufacturer certifying that the product complies with the particular standard specification. When requested by the Engineer, submit supporting test data to substantiate compliance.
- E. Manufacturers' names and model numbers used in conjunction with materials, processes or equipment included in the contract documents are used to establish standards of quality, utility and appearance and shall not be construed as limiting competition. Materials, processes or equipment that, in the opinion of the Engineer, are equivalent in quality, utility and appearance will be approved as substitutions to that specified when "or equal" follows the manufacturers' names or model number(s).
- F. When the Engineer accepts a substitution in writing, it is with the understanding that the Contractor guarantees the substituted product, component, article, or material to be equivalent to the one specified and dimensioned to fit within the construction according to contract documents. Do not provide substituted material, processes, or equipment without written authorization from the Engineer. Assumptions on the acceptability of a proposed substitution, prior to acceptance by the Engineer, are at the sole risk of the Contractor.
- G. Approved substitutions shall not relieve the Contractor of responsibilities for the proper execution of the work, or from provisions of the specifications.



- H. Contractor shall pay expenses, without additional charge to the Owner, in connection with substitution materials, processes and equipment, including the effect of substitution on their work or other Contractor's work.
- I. In all cases where substitutions affect other trades, the Contractor offering such substitutions shall advise all such Contractors of the change and shall reimburse them for all necessary changes in their work. Any Drawings, Specifications, Diagrams, etc., required to describe and coordinate such substitutions or deviations shall be professionally prepared at the responsible Contractor's expense. Review of Shop Drawings by the Engineer does not absolve the Contractor of this responsibility.
- J. Contractor shall be responsible and assume all costs for removal and replacement of any substituted product installed without prior written approval. Such costs shall include, but not be limited to labor, materials as well as any penalties, fees or costs incurred for late completion.

### **PART 3 - EXECUTION**

#### **3.1 INSTALLERS**

- A. Supervision of Work: Each Contractor and Sub-Contractors shall personally supervise the work or have a competent superintendent on the project site at all times during progress of the work, with full authority to act in matters related to the project.
- B. Conduct of Workmen: The Contractor shall be responsible for the conduct of all workmen under their supervision. Misconduct on the part of any workmen to the extent of creating a safety hazard, or endangering the lives and property of others, shall result in the prompt relief of that workman. The consumption or influence of alcoholic beverages, narcotics or illegally used controlled substances on the jobsite is strictly forbidden. Possession of a fire-arm is prohibited and may result in prosecution. Foul or bad language, graffiti is strictly prohibited.
- C. No tobacco use, including smokeless tobacco, is allowed on property.

#### **3.2 EXAMINATION**

- A. Each Contractor shall inform themselves of all of the conditions under which the work is to be performed, the site of the work, the structure of the ground, the obstacles that may be encountered, the availability and location of necessary facilities and all relevant matters concerning the work. All Contractors shall carefully examine all Drawings and Specifications and inform themselves of the kind and type of materials to be used throughout the project and which may, in any way, affect the execution of their work.
- B. Each Contractor shall fully acquaint himself with all existing conditions as to ingress and egress, distance of haul from supply points, routes for transportation of materials, facilities and services, availability of temporary or permanent utilities, etc. The Contractor shall include in his work all expenses or disbursements in connection with such matters

and conditions. Each Contractor shall verify all work shown on the drawings and conditions at the site, and shall report in writing to the Engineer ten days prior to bid, any apparent omissions or discrepancies in order that clarifications may be issued by written addendum. No allowance is to be made for lack of knowledge concerning such conditions after bids are accepted.

### **3.3 INSTALLATION**

- A. At no time shall the contractor work on energized electrical equipment. Contractor shall comply with NFPA 70E requirements at all times throughout construction.
- B. Permits and Fees
  - 1. The Contractor shall give all necessary notices, obtain and pay for all permits, government sales taxes, fees, and other costs including utility connections or extensions, in connection with their work. As necessary, the Contractor shall file all required plans, utility easement requests and drawings, survey information on line locations, load calculations, etc., prepare all documents and obtain all necessary approvals of all utility and governmental departments having jurisdiction; obtain all required certificates of inspection for their work and deliver same to the Engineer before request for final acceptance and final payment for the work.
  - 2. Ignorance of Codes, Rules, regulations, utility company requirements, laws, etc., shall not diminish or absolve Contractor's responsibilities to provide and complete all work in compliance with such.
- C. Codes and Regulations
  - 1. The Contractor shall include in the work, without extra cost, any labor, materials, services, apparatus or drawings required in order to comply with all applicable laws, ordinances, rules and regulations, whether or not shown on drawings and/or specified.
  - 2. All materials furnished and all work installed shall comply with the adopted edition of the National Electrical Codes, National Fire Codes of the National Fire Protection Association, the requirements of local utility companies, and with the requirements of all governmental agencies or departments having jurisdiction.
  - 3. All electrical work is to be constructed and installed in accordance with plans and specifications which have been approved in their entirety and/or reflect any changes requested by the State Fire Marshal, as applicable or required. Electrical work shall not commence until such plans are in the hands of the Electrical Contractor.
  - 4. The Contractor shall insure their work is accomplished in accord with OSHA Standards and any other applicable government requirements.
  - 5. Where conflict arises between any code and the contract documents, the code shall apply except in the instance where the plans and specifications exceed the requirements of the code. Any changes required as a result of these conflicts shall be brought to the attention of the Engineer at least ten working days prior to bid date, otherwise the Contractor shall make the required changes at their own expense. The provisions of the codes constitute minimum standards for wiring

methods, materials, equipment and construction and compliance therewith will be required for all electrical work, except where the drawings and specifications require better materials, equipment, and construction than these minimum standards, in which case the drawings and specifications shall be the minimum standards.

D. Materials and Workmanship

1. All electrical equipment, materials and articles incorporated in the work shall be new and of comparable quality to the specified basis of design. All workmanship shall be first-class and shall be performed by electricians skilled and regularly employed in their respective trades.
2. The Contractor shall determine that the equipment he proposes to furnish can be brought into the building(s) and installed within the space available. All equipment shall be installed so that all parts are readily accessible for inspection, maintenance, replacement, etc. Extra compensation will not be allowed for relocation of equipment for accessibility or for dismantling equipment to obtain entrance into the building(s).
3. All fixtures, devices and wiring required shall be installed to make up complete systems as indicated on the drawings and specified herein.
4. All electrical materials, equipment and appliances shall conform to the latest standards of the National Electric Manufacturers Association (NEMA) and the National Board of Fire Underwriters (NBFU) and shall be approved by the Owner's insuring agency if so required.
5. Comply with National Electrical Contractors Association (NECA) performance standards that are published as National Electrical Installation Standards (NEIS).
6. All applicable equipment and devices provided shall meet all FCC requirements and restrictions.

E. Weatherproofing

1. Where any work penetrates waterproofing, including waterproof concrete, the method of installation shall be as approved by the Architect and/or Engineer before work is done. The Contractor shall furnish all necessary sleeves, caulking and flashing required to make openings absolutely watertight.
2. Wherever work penetrates roofing, it shall be done in a manner that will not diminish or void the roofing guarantee or warranty in any way. Coordinate all such work with the roofing installer.

F. Equipment Access

1. The Contractor shall be responsible for the sufficiency of the size of shafts and chases, the adequate clearance in partitions and above suspended ceilings for the proper installation of their work. Cooperate with the General Contractor (or Construction Manager) and all other Contractors whose work is in the same space, and advise each Contractor of equipment requirements. Such spaces and clearances shall be kept to the minimum size required to ensure adequate clearance and access.
2. The Contractor shall locate all equipment which must be serviced, operated, or maintained in fully accessible positions. Equipment shall include but not be limited to junction boxes, pull boxes, contactors, panels, disconnects, controllers,

switchgear, etc. Minor deviations from drawings may be made to allow for better accessibility, and any change shall be approved where the equipment is concealed.

3. Each Contractor shall provide (or arrange for the provision by other trades) the access panels for each concealed junction box, pull box, fixtures or electrical device requiring access or service as shown on Engineer's plans or as required. Locations of these panels shall be identified in sufficient time to be installed in the normal course of work. All access panels shall be installed in accord with the Architect's standards for such work. In the absence of such specifications, at a minimum such work shall comply with the specifications below. All locations for access panels which are not specifically indicated on the drawings shall be submitted to and approved by the architect prior to ordering.
4. Access Doors; in Ceilings or Walls:
  - a. In mechanical, electrical and service spaces: 14-gauge aluminum brushed satin finish, 1" border.
  - b. In finished areas: 14-gauge primed steel with 1" border to accept the architectural finishes specified for the space. Confirm these provisions with the Architect prior to obtaining materials or installing any such work.
  - c. In fire or smoke rated partitions, access doors shall be provided that equal or exceed the required rating of the construction they are mounted in.

G. Surveys, Measurements, and Grades

1. The Contractor shall lay out their work and be responsible for all necessary lines, levels, elevations and measurements. They must verify the figures shown on the drawings before laying out the work and will be held responsible for any error resulting from their failure to do so.
2. The Contractor shall base all measurements, both horizontal and vertical from established bench marks. All work shall agree with these established lines and levels. Verify all measurements at site and check the correctness of same as related to the work.
3. Should the Contractor discover any discrepancy between actual measurements and those indicated, which prevents following good practice or the intent of the drawings and specifications, they shall notify the Engineer thru normal channels of job communication and shall not proceed with his work until he has received instructions from the Engineer.

- H. Scaffolding, Rigging, and Hoisting: The Contractor shall furnish all scaffolding, rigging, hoisting, and services necessary for erection and delivery into the premises of any equipment and apparatus furnished. All such temporary appurtenances shall be set up in strict accord with OSHA Standards and Requirements. Remove same from premises when no longer required.

### 3.4 RESTORATION

- A. The Contractor shall replace to their original condition all paving, curbing surfaces, drainage ditches, structures, fences, shrubs, existing or new building surfaces and appurtenances, and any other items damaged or removed by his operations. Replacement and repairs shall be in accordance with good construction practice and



shall match materials employed in the original construction of the item to be replaced. All repairs shall be to the satisfaction of the Engineer, and in accord with the Architect's standards for such work, as applicable. Patchwork on new construction will not be accepted.

### **3.5 IDENTIFICATION AND OPERATING INSTRUCTIONS**

- A. Provide all equipment with a nameplate bearing the manufacturer's name, address, model number, and serial number securely affixed in a conspicuous place; the nameplate of the distributing agent will not be acceptable.
- B. Provide operating instructions for each system and principal item of equipment as specified in the technical sections for use by operation and maintenance personnel. The operating instructions shall include the following:
  - 1. Wiring diagrams, control diagrams, and control sequence for each principal system and item of equipment.
  - 2. Start up, proper adjustment, operating, lubrication, and shutdown procedures.
  - 3. Safety precautions.
  - 4. The procedure in the event of equipment failure.
  - 5. Other items of instruction as recommended by the manufacturer of each system or item of equipment.
- C. Print or engrave operating instructions and frame under glass or in approved laminated plastic. Post instructions where directed. For operating instructions exposed to the weather, provide weather-resistant materials or weatherproof enclosures. Operating instructions shall not fade when exposed to sunlight and shall be secured to prevent easy removal or peeling.

### **3.6 FIELD QUALITY CONTROL**

- A. Inspections
  - 1. Before requesting a final review of the installation from the Architect and/or Engineer, the Contractor shall thoroughly inspect the installation to assure that the work is complete in every detail and that all requirements of the Contract Documents have been fulfilled. Failure to accomplish this may result in charges from the Architect and/or Engineers for unnecessary and undue work on their part.
  - 2. Owner's and Engineer's inspections: Two inspections will be held to generate and then review punchlist items. All site inspections and visits thereafter shall be billed to the Contractor at the Engineer's standard hourly rates.
  - 3. The Contractor shall provide as a part of this contract electrical inspection by a competent Electrical Inspection Agency, licensed to provide such services. The name of this agency shall be included in the list of materials of the Form of Proposal by the Contractor. All costs incidental to the provision of electrical inspections shall be borne by the Electrical Contractor.
  - 4. The Contractor shall advise each Inspection Agency in writing (with an information copy of the correspondence to the Architect and/or Engineer) when they anticipate commencing work. Failure of the Inspection Agency to inspect the work in the

stage following and submit the related reports may result in the Contractor's having to expose concealed work not so inspected. Costs associated with any rework, cutting, and patching will be at the expense of the responsible Contractor.

5. Inspections shall be scheduled for rough-in as well as finished work. The rough inspections shall be divided into as many inspections as may be necessary to correct deficiencies. Report of each such inspection visit shall be submitted to the Architect, Engineer and the Contractor within three days of the inspection.
6. Approval by an Inspector does not relieve the Contractor from the responsibilities of furnishing equipment having a quality of performance equivalent to the requirements set forth in these plans and specifications. All work under this contract is subject to the review of the Architect and/or Engineer, whose decision is binding.
7. Before final acceptance, the Contractor shall furnish three copies of the certificates of final approval by the Electrical Inspector (as well as all other inspection certificates) to the Engineer with one copy of each to the appropriate government agencies, as applicable. Final payment for the work shall be contingent upon completion of this requirement.

#### B. Punch Lists

1. The Contractor shall review each area and prepare a punch list for each of the subcontractors, as applicable, for at least two stages of the project.
  - a. For review of the above-ceiling work that will be concealed by tile or other materials well before substantial completion.
  - b. For review of all other work as the project nears substantial completion.
2. When all work from the Contractor's punch list is complete at each of these stages and prior to completing ceiling installations (or at the final punch list stage), the Contractor shall request that the Engineer develop a punch list. This request is to be made in writing two weeks prior to the proposed date. After all corrections have been made from the Engineer's punch list, the Contractor shall review and initial off on each item. This signed-off punch list and all work prior to the ceilings being installed and at the final punch list review.
3. After all corrections have been made from the Engineer's punch list, the Contractor shall review and initial off on each item. This signed-off punch list shall be submitted to the Engineer. The Engineer shall return to the site once to review each punch list and all work prior to the ceilings being installed and at the final punch list review.
4. At the engineer's option, the contractor shall supply digital photographs via email or file-share of any installed work.
5. All panelboard fronts shall be omitted until final punch list inspection is made. Directories for each panelboard shall be completed and available for review by the Engineer at that time.

### 3.7 CLEANING

- A. The Contractor shall, at all times, keep the area of work presentable to the public and clean of rubbish caused by their operations; and at the completion of the work, shall remove all rubbish, all tools, equipment, temporary work and surplus materials, from and about the premises, and shall leave the work clean and ready for use. If the Contractor

does not attend to such cleaning immediately upon request, the Engineer may cause cleaning to be done by others and charge the cost of same to the responsible Contractor. Each Contractor shall be responsible for all damage from fire which originates in, or is propagated by, accumulations of rubbish or debris.

- B. After completion of all work and before final acceptance of the work, each Contractor shall thoroughly clean all equipment and materials and shall remove all foreign matter such as grease, dirt, plaster, labels, stickers, etc., from the exterior of materials, equipment and all associated fabrication. Pay particular attention to finished area surfaces such as lighting fixture lenses, lamps, reflectors, panels, etc.

### **3.8 TRAINING**

- A. Training shall be accompanied by complete as-built documentation and the technical systems operation manual.
- B. The training shall be accomplished by a factory trained representative. Include a minimum of Eight hours for each system described here-in. Each equipment representative shall be represented wherever their equipment is used.
- C. Brochures: Furnish Owner a complete set of operating instructions and diagrams.
- D. Instruction Program: Submit outline of instructional program for demonstration and training, including a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
- E. At completion of training, submit two complete training manual(s) for Owner's use.
- F. Qualification Data: For facilitator, instructor and photographer.
- G. Attendance Record: For each training module, submit list of participants and length of instruction time.
- H. Evaluations: For each participant and for each training module, submit results and documentation of performance-based test.

### **3.9 PROTECTION**

- A. The Contractor shall be entirely responsible for all material and equipment furnished for their work and special care shall be taken to properly protect all parts thereof from damage during the construction period. Such protection shall be by a means acceptable to the Engineer. Equipment damaged while stored on site either before or after installation shall be repaired or replaced (as determined by the Engineer) by the responsible Contractor. Electrical equipment exposed to the weather shall be replaced by the Contractor at their own expense.

**END OF SECTION 260010**



**SECTION 260500****COMMON WORK RESULTS FOR ELECTRICAL SYSTEMS****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, Division 01 Specification Sections, and Section 260010 "General Requirements for Electrical Systems" apply to this Section.

**1.2 SUMMARY**

- A. Section Includes:
1. Slotted Support Systems.
  2. Conduit and Cable Supports.
  3. Mounting, Anchoring, and Attachment Components.
  4. Fabricated Metal Supports.
  5. Sleeves for penetration of non-fire-rated construction walls and floors.
  6. Sleeve-seal systems.
  7. Firestopping.
  8. Cutting and Patching
  9. Connections
  10. Painting

**1.3 REFERENCES**

- A. Abbreviations and Acronyms
1. EMT: Electrical Metallic Tubing.
  2. FMC: Flexible Metal Conduit.
  3. GRC/GRS: Galvanized Rigid Steel Conduit.
  4. LFMC: Liquid-tight flexible metal conduit.
  5. RMC: Rigid Metal Conduit
- B. Definitions
1. Channel: A continuous slotted channel (strut) with inturned lips suitable for assembly into multiple configurations
- C. Reference Standards
1. Metal Framing Manufacturers Association (MFMA)
    - a. MFMA-4: Metal Framing Standards Publication
    - b. MFMA-103: Guidelines for the use of Metal Framing

**1.4 COORDINATION**

- A. Coordinate size and location of concrete bases. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified in Division 03.
- B. Coordinate installation of roof curbs, equipment supports, and roof penetrations with Division 07 Section "Roof Accessories."

**1.5 SUBMITTALS**

- A. Product Data: For each type of product.
  - 1. Include construction details, material descriptions, dimensions of components, profiles, and finishes.
  - 2. Include rated capacities.
- B. Delegated-Design Submittal: Signed and sealed by a qualified professional engineer. For field assembled or fabricated hangers and supports for electrical systems.
  - 1. Include design calculations and details of trapeze hangers.

**1.6 QUALITY ASSURANCE**

- A. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."

**PART 2 - PRODUCTS****2.1 GENERAL REQUIREMENTS**

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency acceptable to the authority having jurisdiction, and marked for intended location and application.
- B. Delegated Design: Design support systems, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.

**2.2 SLOTTED SUPPORT SYSTEMS**

- A. Description: Preformed, continuous slot, bolted channels with associated fittings and hardware.
  - 1. Available Manufacturers: Subject to compliance with requirements, provide products from one of the following or an approved equal:
    - a. Eaton B-Line.

- b. Kindorf.
  - c. nVent Caddy.
  - d. Power-Strut.
  - e. SuperStrut.
  - f. Unistrut.
2. Comply with MFMA-4 for factory fabricated components suitable for field assembly.
  3. Material and Finish for channel, fittings, and accessories:
    - a. Steel: Minimum 16 gauge, Hot-dip galvanized after fabrication and applied according to ASTM A123 or A153 suitable for indoor or outdoor wet locations.
  4. Channel Dimensions: Minimum 1-5/8 inches wide with varying heights and welded combinations selected to meet applicable load criteria.

### **2.3 CONDUIT AND CABLE SUPPORTS**

- A. Available Manufacturers: Subject to compliance with requirements, provide products from one of the following or an approved equal:
  1. Eaton B-Line
  2. nVent Caddy
  3. Thomas & Betts
- 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 non-armored electrical conductors or cables in riser conduits. Provide plugs with number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported.
- D. Device Box Mounting Brackets: Factory-fabricated sheet steel brackets for support of device boxes adjacent to or between studs.
- E. Tee Bar Grid Box Hanger: Factory-fabricated metal electrical box hanger for supporting boxes at locations between ceiling system t-grid components. Height adjustable for various electrical box depths. Attached to ceiling tee bar with screws or integral clamp for stability. Includes tab for independent support wire attachment.

### **2.4 MOUNTING, ANCHORING, AND ATTACHMENT COMPONENTS**

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  1. Eaton B-Line
  2. Empire Industries.

3. Hilti.
4. ITW.
5. MKT Fastening.

- B. Description: 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, or steel with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
  2. Mechanical-Expansion Anchors: Insert-wedge-type, zinc-coated or stainless steel, for use in hardened portland cement concrete with tension, shear, and pullout capacities appropriate for supported loads and building materials in which used.
  3. Concrete Inserts: Steel, slotted support system units similar to MSS Type 18; complying with MFMA-4 or MSS SP-58.
  4. Clamps for Attachment to Steel Structural Elements: MSS SP-58, type suitable for attached structural element.
  5. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
  6. Toggle Bolts: All-steel springhead type.
  7. Hanger Rods: Solid, threaded steel.

## **2.5 SLEEVES**

- A. Wall and Floor Sleeves:
1. Galvanized Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, zinc coated, plain ends.

## **2.6 FIRESTOPPING FOR ELECTRICAL SYSTEMS**

- A. Manufacturers: Subject to compliance with requirements, provide products from one of the following or approved equal:
1. Hilti
  2. Specified Technologies Inc (STI)
  3. Wiremold
- B. Source Limitations: Obtain firestopping systems through one source from a single manufacturer.
- C. General Requirements:
1. Firestopping systems shall bear UL classification marking corresponding to its Fire Resistance Directory.
  2. Comply with testing requirements set forth in ASTM E814 or UL 1479.
  3. Provide through-penetration firestop systems that are compatible with one another, with the substrates forming openings, and with the items, if any, penetrating through-penetration firestop systems, under conditions of service and



- application, as demonstrated by through-penetration firestop system manufacturer based on testing and field experience.
4. Provide components for each through-penetration firestop system that are needed to install fill materials. Use only components specified by the firestopping manufacturer and approved by the qualified testing agency for the designated fire-resistance-rated systems.
- D. Fire rated cable pathways: Re-penetrable, maintenance-free cable management devices for use with cable bundles penetrating through fire rated walls or floors.
1. Shall contain a built-in fire sealing system sufficient to maintain the hourly rating of the fire rated wall or floor being penetrated.
  2. The system shall adjust to the installed cable loading and shall permit cables to be installed, removed, or retrofitted without the need to remove or reinstall firestop materials.
  3. Shall be engineered to allow two or more devices to be ganged together with wall plates for larger cable capacities.
- E. Fire-rated cable grommets: Molded, two-piece grommet with sealing membrane for use with single cables or small bundles at through or membrane wall penetrations.
1. System shall be installed around cables and shall lock tightly into the wall assembly.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Examine areas and equipment to receive vibration isolation devices for compliance with manufacturer's installation requirements for installation tolerances and other conditions affecting performance.
- B. Examine roughing-in of reinforcement and cast-in-place anchors to verify actual locations before installation.
- C. Examine substrates and conditions for compliance with requirements for opening configurations, penetrating items, substrates, and other conditions affecting performance of the Work.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

### **3.2 CUTTING AND PATCHING**

- A. Unless otherwise indicated, provide cutting and patching necessary to install the work specified. Patching shall match adjacent surfaces to the satisfaction of the Engineer and shall be in accordance with the Architect's standards for such work.

- B. Do not cut structural elements without reinforcing the structure to maintain the designed weight bearing and stiffness. Coordinate approved reinforcement method with Architect and Structural Engineer.

### **3.3 SUPPORT SYSTEM APPLICATION**

- A. Comply with NFPA 70, NECA 1, NECA 101, and MFMA-103 for application of hangers and supports for electrical equipment and systems except where requirements of this Section are more stringent.
- B. Maximum Horizontal and Vertical Support Spacing for Raceway(s): Space supports for raceways as required by NFPA 70.
- C. Minimum Hanger Rod Size for Raceway Supports: 3/8-inch diameter unless noted otherwise.
- D. Single Raceways:
  - 1. For Raceways 1-1/4-inch and smaller: Install adjustable steel band hanger suspended on threaded rod.
  - 2. Spring-steel clamps designed for supporting single conduits without bolts may be used for 1-1/4-inch and smaller raceways serving branch circuits and communication systems above suspended ceilings and for fastening raceways to trapeze supports.
- E. Multiple Raceways and single raceways larger than 1-1/4-inch:
  - 1. Install trapeze-type supports fabricated with slotted support system suspended on threaded rods for horizontal applications and fastened to building structure for vertical applications.
  - 2. Size so capacity can be increased by at least 25 percent in future without exceeding specified design load limits.
  - 3. Secure raceways and cables to these supports with two-bolt steel conduit clamps or single-bolt steel conduit clamps using spring friction action for retention in support channel.

### **3.4 SUPPORT SYSTEM INSTALLATION**

- A. Comply with NFPA 70, NECA 1, NECA 101, and MFMA-103 for installation requirements except where requirements of this Article are more stringent.
- B. 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 multiplied by a safety factor of four with a minimum of 200 lbs.
- C. Mounting and Anchorage of Surface-Mounted or Recessed-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:

1. To Wood: Fasten with lag screws or through bolts.
  2. To New Concrete: Bolt to concrete inserts.
    - a. Where support anchors are required, establish their type and locate in concrete construction before concrete is poured. Fit each hanger rod with a nut at its upper end, and set nut in a universal concrete insert in the form. Where supported weight exceeds holding strength of a single insert, pass rods through top slot of inserts and interlock with reinforcing steel. Also, where particularly heavy loads are to be supported, suspend hanger rod or rods from a structural angle spanning two or more inserts and securely bolted thereto to distribute the weight.
  3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
  4. To Existing Concrete: Self-drilling concrete anchors or expansion anchor fasteners.
  5. To Steel: Beam clamps (MSS Type 19, 21, 23, 25, or 27) complying with MSS SP-69 or Spring-tension clamps.
  6. To Light Steel: Sheet metal screws.
  7. For Surface-Mounted Items 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 structure. Attachment to gypsum wall board is not acceptable as sole support means; slotted-channel rack solidly attached to structure or light-gauge metal framing at both ends is required.
  8. For Recessed-Mounted Items in Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices to intermediate light-gauge metal framing members on each side of device or provide slotted-channel racks within hollow wall attached to structure by means that meet anchorage requirements. Attachment to gypsum wall board is not acceptable as sole support means.
- D. Drill holes for expansion anchors in concrete at locations and to depths that avoid reinforcing bars or existing raceways embedded in slab. Verify reinforcing locations with Structural Engineer and X-Ray existing concrete structures as required.
- E. Do not support any items (equipment, piping, conduit, etc.) exceeding 2 inches in diameter from the bottom of slabs. Where intermediate supports are required between structural members, use slotted steel channels support systems attached to beams or joists in order to avoid attachment to slabs.
- F. Slotted Support Systems
1. Install slotted channel systems level and plumb.
  2. Remove burrs from all exposed cut edges prior to installation.
- G. Wall Stud and Ceiling Supports
1. Fasten junction, pull and devices boxes securely to the building construction, independent of raceway system.

2. Install Device Box Mounting Brackets supported between two studs. Attach all device boxes to two studs, device box stabilizers are prohibited.
  3. Install Tee Bar Grid Box Hanger supported between two ceiling grid tee bars where devices boxes are located flush in recessed suspended ceilings. Install at least one independent support rod from box hanger to structure.
  4. Install Through-Stud Cable and Raceway Support Clips where cables or raceways run horizontally through metal studs.
- H. Install Roof-mounted Raceway Support Blocking where raceways run on across roofing.
1. Coordinate installation of roof supports with items specified in Division 07 Section "Roof Accessories." Provide products compatible with rooftop materials included in the Work to maintain warranty of roof system.
- I. Threaded Rod Hardware
1. Provide minimum of two lock nuts per threaded support rod except where lock nut tightens against a threaded socket, one locknut may be used.
  2. Trim rod excess to within 1-inch of locknut, de-burr, and provide protective endcap.
- J. Support raceways at a distance above suspended ceilings to permit removal of ceiling panels and luminaires.
- K. Locate raceways and supports so as not to hinder function or code required clearance to any system or equipment.
- L. Provide independent supports and hang all electrical raceways and devices from the building structure with UL listed and approved materials. Utilizing the support systems of other trade's work is prohibited, except with written approval from the Engineer.
- M. Provide riser support clamps for vertical conduit runs and install at each floor level penetration and at additional locations required to support weight of system.
- N. Tighten all bolted connections to proper torque values in accordance with manufacturer's written instructions.
- O. Provide supports to maintain 1/4-inch airspace between raceway and mounting surface where raceways are mounted exposed in wet or corrosive locations and where directly attached to concrete.
- P. The use of tie wire or perforated metal tape for support or fastening of any raceway system is prohibited.
- Q. Welding directly on raceways, fittings, or outlet boxes is prohibited.

### **3.5 SLEEVE INSTALLATION FOR NON-FIRE-RATED ELECTRICAL PENETRATIONS**

- A. Comply with NECA 1.



- B. Coordinate all required openings and provide sleeves and inserts prior to construction of wall and floor systems. Where openings are missed or incorrectly located, provide core-drilling and patching at no additional expense to owner.
- C. Install sleeves without compromising structural integrity of wall or floor.
- D. Sleeves for Conduits or Cable Penetrating Above-Grade Non-Fire-Rated Concrete and Masonry-Unit Floors and Walls:
  - 1. Interior Penetrations of Non-Fire-Rated Walls and Floors:
    - a. Seal annular space between sleeve and raceway or cable, using joint sealant appropriate for size, depth, and location of joint.
    - b. Seal space outside of sleeves with mortar or grout. Pack sealing material solidly between sleeve and wall so no voids remain. Tool exposed surfaces smooth; protect material while curing.
  - 2. Unless sleeve seal systems are used, size pipe sleeves to provide a minimum 1/4-inch annular clear space between sleeve and raceway. Where conduit motion due to expansion and contraction will occur, provide sleeves a minimum of two conduit sizes larger than the nominal conduit diameter.
  - 3. Install sleeves for wall penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of walls.
    - a. For conduit penetrations, cut sleeves to length for mounting flush with both surfaces of walls. Deburr after cutting.
    - b. For cable penetrations, extend sleeve a minimum of 2-inches beyond surface of wall and provide plastic insulated bushing.
  - 4. Install sleeves for floor penetrations. Extend sleeves installed in floors a minimum of 6-inches above finished floor level unless noted otherwise. Install sleeves during erection of floors.
  - 5. Fasten sleeves securely in floors, walls, so that they will not become displaced when concrete is poured or when other construction occurs around them. Take precautions to prevent concrete, plaster or other materials being forced into the space between pipe and sleeve during construction.
- E. Sleeves for Cables Penetrating Non-Fire-Rated Gypsum Board Assemblies:
  - 1. Use circular metal sleeves unless penetration arrangement requires rectangular sleeved opening.
  - 2. Seal space outside of sleeves with approved joint compound or acoustical sealant for gypsum board assemblies.
- F. Exterior-Wall and Floor Penetrations: Seal penetrations using steel pipe sleeves and mechanical sleeve seal system. Size sleeves to allow for manufacturer recommended annular clear space between raceway or cable and sleeve for installing sleeve-seal system. Where sleeves are installed in core drilled openings, grout sleeve into the opening.
- G. Where sleeves are installed exposed in finished spaces, provide metal escutcheon plates of size to match the sleeve.

**3.6 ELECTRICAL SYSTEM FIRESTOPPING INSTALLATION**

- A. Install firestopping at penetrations of fire-rated assemblies.
- B. Coordinate location and proper selection of firestop devices with fire rated assembly. Ensure cast-in place devices are installed before placement of concrete.
- C. Install firestop materials in accordance with UL Fire Resistance Directory and manufacturer's instructions.
- D. Affix permanent label immediately adjacent to devices to communicate to futures installers and code authorities the manufacturer and UL system number of the device.
- E. Examine sealed penetration areas to ensure proper installation before concealing or enclosing areas. Keep areas of work accessible until inspection by applicable code authorities.

**3.7 CONNECTIONS**

- A. Provide rough-in and final connections to all electrically operated equipment furnished under the Work of the contract documents. Carefully coordinate with equipment suppliers, manufacturer's representatives, vendors, and other trades to provide complete electrical and dimensional interface to all equipment.
- B. Provide all power wiring complete from power source to motor or equipment junction box, including power wiring through starters or contactors. Install all starters not factory mounted on equipment.
- C. Provide all control, interlock, sensor, thermocouple and other connections required for equipment operation. Coordinate ampacity and voltage characteristics for all motors and equipment.
- D. Prior to bidding the work, coordinate power, control, sensor, interlock and all other wiring requirements for equipment or motors with all other trades, to ensure all needed wiring is provided. Failure to provide such coordination shall not be justification for claims of extra compensation of a time extension to the Contract,
- E. At no times shall the contractor work on energized electrical equipment. Comply with NFPA 70E requirements at all times during construction.

**3.8 WEATHERPROOFING**

- A. Where any work penetrates a waterproofing membrane or barrier, including waterproof concrete, provide all necessary sleeves, caulking, and flashing required to make penetration watertight. The method of installation shall be approved by the Architect and Engineer before completion of work.

- B. Wherever work penetrates roofing, it shall be done in a manner that will not diminish or void the roofing warranty in any way. Coordinate all work with the roofing manufacturer and installer.

### **3.9 PAINTING**

- A. Touchup: Comply with requirements in Division 09 painting Sections for cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint on miscellaneous metal.
- B. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

**END OF SECTION 260500**

**SECTION 260505****SELECTIVE DEMOLITION FOR ELECTRICAL****PART 1 - GENERAL****1.1 RELATED REQUIREMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, and Division 01 and 26 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This section covers all demolition, restoration, and salvage required to perform the electrical work indicated on the drawings, specified and/or as required to complete the project. It is the intent of this section of work to remove all existing electrical equipment, materials, etc. which are not required for the completed building and to restore any and all finished surfaces to their original type and conditions. To accomplish these requirements, the Contractor(s) shall, at his own expense, engage the services of others already performing finish work on this project. All work shall be completed to the satisfaction of the Architect/Engineers whose decisions shall be final. This requirement shall apply to all restoration work whether indicated or specified.

**1.3 DEFINITIONS**

- A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and re-installed.
- B. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, clean and prepare for reuse, and reinstall where indicated.
- C. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed or salvaged, or removed and reinstalled.
- D. Demolish: Completely remove and legally dispose of off-site.
- E. Recycle: Recovery of demolition waste for subsequent processing in preparation for reuse.
- F. Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to Owner. Include fasteners or brackets needed for reattachment elsewhere.



**1.4 SUBMITTALS**

- A. Pre-demolition Photographs: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by selective electrical demolition operations. Submit before the Work begins.

**1.5 MATERIALS OWNERSHIP**

- A. Except for items or materials to be reused, salvaged, reinstalled or otherwise indicated to remain the Owner's property, demolished materials shall become the Contractor's property and shall be removed from the site with further disposition at the Contractor's option but in compliance with ordinances and regulations related to the materials being disposed.

**1.6 PROJECT CONDITIONS**

- A. Building will be occupied during construction. Localized areas to be demolished will be vacated during demolition work. Conduct selective electrical demolition so Owner's operations will not be disrupted.
- B. On-site storage or sale of removed items or materials is not permitted.

**1.7 COORDINATION**

- A. Demolition schedule shall not interfere with Owner's on-site operations and operations of adjacent occupied buildings.
- B. Prior to beginning demolition, arrange a conference with the Construction Representative to review electrical demolition scope, procedures, schedule and items to be salvaged for the Owner.
- C. Review areas where existing electrical circuitry and/or equipment is to remain in place and requires protection.

**1.8 QUALITY ASSURANCE**

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

**PART 2 - PRODUCTS**

- A. NOT USED

**PART 3 - EXECUTION****3.1 EXAMINATION AND RECORDING OF EXISTING CONDITIONS**

- A. Contractor is responsible for submitting photos and documenting existing conditions to Owner prior to commencing demolition. Systems and equipment found to be defective after demolition has commenced shall be repaired or replaced by Contractor at no additional cost to Owner.
- B. Notify Construction Representative of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged. Use photographs to document conditions.

**3.2 PROTECTION**

- A. Comply with governing laws, codes, and regulations governing fire protection and environmental protection during electrical demolition operations.
- B. Existing Utilities: maintain existing utilities and building services and protect from damage during demolition operations.
  - 1. All adjacent areas need to remain in operation and services to other areas outside area of construction need to be maintained during demolition.
  - 2. Disconnect electrical power and communications only to the items of equipment or the panelboard that is identified for removal under the selective electrical demolition scope.
  - 3. Provide temporary services during interruptions to existing utilities or building services as acceptable to Owner and Authorities Having Jurisdiction.
- C. Protect lighting fixtures, exit signs, fire alarm devices, communications devices, etc. that are to remain in place from damage during demolition and construction operations. Exposed fixtures and devices shall have a plastic bag or other suitable covering affixed over the item to protect from dust and paint splatters.
- D. Provide and maintain temporary partitions, dust control barrier, and ventilation per owner's dust control plan.
- E. Temporary enclosures and protection shall be removed by the Contractor upon completion of the electrical demolition work unless otherwise directed by the Construction Representative.

**3.3 GENERAL REQUIREMENTS**

- A. Demolish and remove existing construction in the area of work to the extent required by new construction unless noted otherwise.

- B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.
- C. Where electrical fixtures, equipment or other materials are removed and/or relocated, all abandoned conduit and conductors shall be removed in exposed areas. In concealed areas, materials shall be labeled and abandoned in place or removed as indicated and patch all openings.
- D. The Contractor shall be responsible for the removal and/or relocation of any electrical equipment, fixtures, devices, appurtenances, etc. which may, in the course of construction, interfere with the installation of any new and/or relocated Architectural, Mechanical, Electrical, Structural or Fire Protection Systems whether indicated or not.
- E. Where components of any system in this contractor's scope of work are to be reused, the contractor shall test those components prior to removal and record the state of functionality and condition of the components as tested. These records shall be provided to the owner or engineer upon request. In the absence of these records, all components removed shall be assumed functional at the time of removal. Any device subsequently found to be non-functioning or in unsuitable condition for reuse shall be replaced at the expense of the contractor.
- F. At concealed spaces, such as hollow walls, ducts, and pipe interiors, verify condition and contents of hidden space before starting electrical demolition operations.
- G. All hanger and support material for demolished conduit shall be removed back to the primary structural support member. Grind connection to primary member smooth and touch up with paint to match adjacent surface.
- H. Conduit containing circuits which are to be retained shall remain in place, unless otherwise indicated or required.
- I. Wiring for existing circuits which must be rerouted, or which are partially abandoned, shall be reconnected to service the outlets/loads remaining on the circuit.
- J. All wiring for a circuit which is to be removed or abandoned shall be removed back to the panel which supplied the circuit.
- K. All open conduit knockouts, holes or unused hubs in electrical boxes and enclosures shall be properly plugged with suitable blanking devices that maintain the NEMA rating of the box or enclosure.

### **3.4 PATCHING AND REPAIRS**

- A. Unless otherwise indicated, the Contractor shall be responsible for the patching and repairing of all holes, etc. in the ceiling, wall and floors where electrical equipment is removed.

- B. All damages to buildings, utilities, and services to remain in place shall be promptly repaired at no cost to the Owner.
- C. Where an existing utility or building service is interrupted, the contractor shall work continuously, providing premium time, to repair and restore service.
- D. Neatly cut openings and holes plumb, square and true to dimensions, required.
- E. Demolish concrete and masonry in small sections, cutting at junctures with construction to remain.
- F. Use cutting methods least likely to damage construction to remain or adjoining construction. To minimize disturbance of adjacent surfaces, use hand or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
- G. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
- H. All holes or openings in floors, walls or ceilings resulting from electrical demolition shall be properly sealed with material similar to the adjacent surface/finish.
  - 1. Patch holes in concrete floors and ceilings where conduits are removed using non-shrink epoxy grout or concrete material to match existing surfaces and construction.
  - 2. Patch holes in walls and partitions where conduits are removed to match existing construction and finish.
- I. All rough edges of openings created by electrical demolition shall be promptly patched to create a finished surface.
- J. Maintain the fire rating of all floors, walls, partitions and ceilings when patching.

### **3.5 RE-INSTALLED ITEMS**

- A. Items noted to be removed and re-installed shall be carefully removed, cleaned, and repaired to functional condition adequate for intended reuse.
- B. Pack or crate items after cleaning and repairing with contents identified on the container. Store and protect items from damage.
- C. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment.
- D. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.



**3.6 EXISTING ITEMS TO REMAIN**

- A. Protect construction indicated to remain against damage and soiling during selective electrical demolition.
- B. When permitted by Construction Representative, items may be removed to a suitable, protected storage location during selective electrical demolition and reinstalled in their original locations after selective electrical demolition operations are complete.

**3.7 DISPOSAL**

- A. Transport demolished materials off Owner's property and dispose of legally in accordance with Federal, State, and local laws and regulations.

**3.8 CLEANING**

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

**END OF SECTION**

**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, Special and Supplementary Conditions, Division 01 Specification Sections, and Section 260010 "General Requirements for Electrical Systems" apply to this Section.

**1.2 SUMMARY**

- A. This Section includes the following:
  - 1. Building wire and cable rated 600 V and less.
  - 2. Connectors, splices, and terminations rated 600 V and less.
  - 3. Control Voltage Conductors and Cables
  - 4. Fire Alarm Cabling

**1.3 REFERENCES**

- A. Abbreviations
  - 1. RoHS: Restriction of Hazardous Substances.
- B. Definitions
  - 1. Low Voltage: Circuits and equipment operating at more than 50VAC but less than 1000VAC for building electrical distribution systems.
  - 2. Control Voltage: Circuits and equipment operating at less than 50 VAC for remote-control and signaling power-limited circuits.
  - 3. Plenum: A space forming part of the air distribution system to which one or more air ducts are connected. An air duct is a passageway, other than a plenum, for transporting air to or from heating, ventilating, or air-conditioning equipment.
  - 4. Homerun: The run of raceway(s) and cable(s) between the panelboard or switchboard and the junction box in the area served where branch circuit cables originate.

**1.4 SUBMITTALS**

- A. Product Data: For each type of product indicated.

**PART 2 - PRODUCTS****2.1 GENERAL REQUIREMENTS**

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. Comply with NFPA 70.

**2.2 BUILDING WIRE AND CABLE**

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Alpha Wire Company.
  - 2. Cerro Wire LLC.
  - 3. Encore Wire Corporation.
  - 4. General Cable Technologies Corporation.
  - 5. Okonite Company.
  - 6. Southwire Company.
- B. Building Wire Description: Flexible, insulated and uninsulated, drawn current-carrying conductor with an overall insulation layer or jacket, or both, rated 600 V or less.
- C. Cable Description: A factory assembly of one or more current-carrying insulated conductors in an overall protective sheath.
- D. General Requirements:
  - 1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
  - 2. RoHS compliant.
  - 3. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."
- E. Copper Conductors: 98% conductive annealed copper, complying with ASTM B 3 for bare annealed copper and with ASTM B 8 for stranded conductors.
- F. Conductor Insulation:
  - 1. 600V, 90°C
  - 2. Comply with ANSI/NEMA WC 70/ICEA S-95-658.
  - 3. THHN/THWN-2: Comply with UL 83.
  - 4. XHHW-2: Comply with UL 44.

### 2.3 SPLICING DEVICES & CONNECTORS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
1. 3M; Electrical Products Division.
  2. AFC Cable Systems, Inc.
  3. Burndy
  4. Gardner Bender.
  5. Hubbell Power Systems, Inc.
  6. Ideal Industries, Inc.
  7. ILSCO.
  8. NSi Industries LLC.
  9. O-Z/Gedney;
  10. Thomas & Betts.
  11. Tyco Electronics Corp.
- B. Description: Factory-fabricated connectors, splices, and lugs of size, ampacity rating, material, type, and class for application and service indicated; listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
- C. Material: Tin plated copper
- D. Splicing devices for use on #10 AWG and smaller conductors shall be pressure type such as T&B "Sta-Kon".
- E. Wire nuts shall be spring pressure type, insulation 600V, 105°C insulation, up to #8 AWG. Greater than #6 AWG shall be a compression type connection, 600V insulation, cold shrink tubing, taped to restore full insulation value of the wire being spliced.
- F. Pressure crimp-applied ring type (or fork with upturned ends) terminations shall be employed on motor and equipment terminals where such terminals are provided on motor and equipment leads or on all stranded wire terminations using #10 AWG or smaller conductors.
- G. Splices, where necessary, shall be made with hydraulically-set "Hy-press" or equivalent crimped connectors. All splices shall be insulated to the full value of the wiring insulation using a cold-shrink kit or the equivalent in built-up materials.
- H. No aluminum splicing devices or connectors shall be used.

### 2.4 CONTROL VOLTAGE CONDUCTORS AND CABLE

- A. Control Cable: NFPA 70, Type CMP
1. Single or Multi-pair, twisted, minimum No. 18 AWG, stranded tinned copper conductors.
  2. PVC insulation.

3. Shielded or Unshielded.
  4. Flame Resistance:
    - a. CMP: Comply with NFPA 262
- B. Class 1, 2, and 3 Control Circuits: Stranded Copper, Type THHN/THWN-2

## **2.5 FIRE ALARM CONDUCTORS AND CABLE**

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
1. Belden
  2. General Cable
  3. Southwire
  4. Superior Essex
  5. West Penn Wire
- B. General Requirements: NRTL listed and labeled as complying with NFPA 70, Article 760.
1. Type FPLP, red jacket, suitable for indoor locations.
  2. Type PLTC, suitable for underground locations.
  3. Twisted, shielded copper pair, low capacitance, not less than No. 18 AWG unless recommended otherwise by system manufacturer.
  4. Maximum capacitance of 30pf/ft between conductors
  5. The cable jacket color shall be red, with red (+) and black (-) conductor insulation.
- C. Unshielded cable, otherwise equal to the above, is permitted to be used if the manufacturer's installation manual requires, or states preference for, unshielded cable.

## **PART 3 - EXECUTION**

### **3.1 CONDUCTOR AND INSULATION MATERIAL APPLICATION**

- A. Feeders and Branch Circuits: Copper. THHN/THWN-2. Solid for #10 AWG and smaller; stranded for # 8 AWG and larger.
1. Provide XHHW-2 insulation for circuits routed exposed on rooftops.
- B. Minimum branch circuit or feeder size: not less than #12 AWG copper wire unless noted otherwise.
- C. Provide all wire for the project in new and undamaged condition. Deliver in standard coils or reels. Wires and cables manufactured more than 24 months prior to date of delivery to the site are not acceptable.



### 3.2 EXAMINATION

- A. Prior to installing conductors and cables:
1. Verify that raceway installation is complete according to Section 260533 "Raceways and Boxes for Electrical Systems" and ready for installation of conductors and cables.
  2. Verify that raceways are properly sized in accordance with NEC.
  3. Visually inspect exposed raceways to ensure that raceways are not damaged and bends are not deformed.
  4. Verify that raceways do not exceed the maximum number of bends between pull-points.
  5. Verify raceways have been cleaned of all dirt and debris.

### 3.3 INSTALLATION OF CONDUCTORS AND CABLES

- A. Pulling Conductors in Raceways
1. Pull cables in accordance with cable manufacturer and pulling equipment manufacturer recommendations as well as applicable sections of the National Electric Code.
  2. Use installation equipment, tools, and materials as necessary, such as sheaves, pulling eyes, basket grips, winches, cable reels and/or cable reel jacks, duct entrance funnels, and pulling tension gauges, and approved pulling lubricants where required to facilitate cable pulling without damage to cables or raceway.
  3. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not use lubricants that harden or become adhesive with age. Apply lubricant where cables enter ducts and conduits and at all intermediate access points on long or difficult pulls.
  4. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values. Utilize special remote readout equipment to ensure compliance.
  5. Avoid abrasion and other damage to cables during installation. Provide physical protection of cables, such as using appropriately sized flexible cable guides or feed-in tubes, at the entrance of boxes and raceways.
  6. If basket-grip type cable-pulling devices are used to pull cable in place, cut off the section of cable under the grip before splicing and terminating.
- B. Bend Radius
1. Handle conductors and cables carefully. Make bends in cables and conductors such that cables, conductors, sheaths, armor, etc., are not damaged.
  2. Do not bend conductors and cables to less than the NEC and manufacturer recommended minimum bending radii.
  3. Ensure that tools and accessories used to install conductors and cables, such as rollers, sheaves, trolley assemblies, tube guides, and/or raceways, are properly sized and utilized to be greater than the minimum bending radii of conductors and cables.

4. Minimize bending where conductors and cables enter or exit raceways, cabinets, and boxes. Do not install cables that have been bent or kinked to a radius less than the recommended dimension.
  5. Install conductors only after insulating bushings are in place.
- C. If multiple circuits are pulled in a single homerun, provide a dedicated neutral for each phase conductor. In these cases, a maximum of seven conductors (six current carrying and one ground) are permitted in a single conduit except for switch legs and travelers in multi-point switching arrangements. De-rate conductors per NEC.
- D. Multi-wire branch circuits with a shared neutral are not permitted unless specifically noted on the drawings. Where indicated, group the phases and neutral together with cable ties in the panelboard and in all pull boxes.
- E. Where conductors are installed in industrial facilities, they shall be per JIC standards.
- F. Voltage Drop:
1. Adjust conductors and conduit sizes accordingly for actual field installed conditions.
  2. Size and Install all feeders and branch circuits for a maximum 2% voltage drop in feeders and 3% in branch circuits with a maximum total voltage drop of 5%.
  3. Calculate using a load equal to 80% of the supply breaker rating unless the circuit breaker is rated to carry 100% of the load.
  4. Where the conductor length from the panel to the first outlet on a circuit exceeds the values below, adjust branch circuit conductors from the panel to the first outlet. Increase the conductor size of remaining branch circuit as needed to meet above voltage drop limitations.
    - a. For 277VAC homeruns exceeding 125-feet, #10 AWG minimum
    - b. For 120VAC homeruns exceeding 50-feet, #10 AWG minimum
    - c. For 120VAC homeruns exceeding 100-feet, #8 AWG minimum
- G. Conceal cables in finished walls, ceilings, and floors unless otherwise indicated.
- H. Install cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours.
- I. Bundle cables where run in groups using listed supports. Provide independent supports directly from structure, do not route through structure or on work of other trades.
- J. Metal Clad Cable, Type MC
1. The use of metal clad cable is not permitted, except for connections to ceiling mounted recessed and semi-recessed luminaires concealed in accessible ceiling where the maximum length is limited to 72-inches.
- K. Control Voltage Conductors
1. Conductors installed within environmental air plenums shall be per NEC. Article 800 and other applicable codes, with FEP-type insulation or an approved

equivalent. Also provide plenum-rated tie-wraps where plastic straps or other supports, etc., are installed in plenum areas.

2. Where indicated, systems and control conductors that are installed exposed shall not be routed across ceilings or ductwork. They shall be held up against building structure or against permanent support members. They shall be installed in such a manner that they do not interfere with the access to or operation of equipment or removal of ceiling tiles. Nylon tie-wraps shall be installed in such a manner so as to bundle conductors neatly, allowing runouts of single conductors or groups to drop down to equipment served. Install grommets where dropping out of trays or into panels or service columns. Install sleeves with bushings where penetrating partitions. Firestop sleeves with approved material. Do not penetrate firewalls if so indicated on plans. Refer to the drawings for support requirements and details on routing exposed communications conductors.

### **3.4 SPLICES, TAPS, CONNECTIONS, AND TERMINATIONS**

- A. Prepare cable in accordance with the conductor, cable, splice and termination component manufacturers' recommendations and instructions.
- B. Cut conductors and cables using tools and methods which ensure a square cut. Do not nick or damage conductors.
- C. Ensure conductor inserts fully into the connector or termination with the insulation fitting closely to the connector or termination.
- D. 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 and UL 486B. Where a tightening torque is indicated as a numeric value on equipment or in installation instructions provided by the manufacturer, a calibrated torque tools shall be used to achieve that indicated torque value, unless the equipment manufacturer has provided installation instructions for an alternative method of achieving the required torque.
- E. Splices and Taps
  1. Make splices and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than un-spliced conductors.
  2. Make splices and taps in junction boxes or other enclosure approved for the wiring method.
- F. Connections and Terminations
  1. Ensure that conductor temperature and ampacity ratings are compatible with connectors, terminals, and equipment to which they are to be connected.
- G. Wiring at Outlets: Install conductors at each outlet with at least 12 inches of slack.
- H. All cables and wiring, regardless of voltage, installed in manholes or cable vaults shall be routed in such a manner to provide a minimum of 6 feet of slack cable for future splicing. Install cables along walls by utilizing the longer route from entry to exit. If both

routes are symmetrical, provide a loop of cable secured to wall. All cables shall be tied to insulated cable supports on wall-mounted racks, spaced a maximum of three feet apart.

### 3.5 PROTECTION

- A. Intentional or unintentional painting of exposed low-voltage and/or control-voltage cabling insulation is prohibited. Ensure that exposed cabling is adequately protected from direct painting or overspray whether painting is required within the electrical specifications or required by other disciplines/trades.
- B. Review the project's painting requirements for all disciplines and provide protection as required.
- C. Where exposed cabling is being installed in exposed ceiling or wall spaces that are required to be painted, provide cabling in enclosed raceways or provide alternate options for cable colors to engineer for approval.

### 3.6 IDENTIFICATION

- A. Color coding distribution voltage conductors, 600 volts or less
- B. Conductors, in all sizes of cable, shall have continuous solid insulation color(s) from the manufacturer. Taped ends shall not be acceptable.
  - 1. Conductors shall be color coded as follows:
    - a. 120/208 Volt Conductors
      - 1) Phase A: Black
      - 2) Phase B: Red
      - 3) Phase C: Blue
      - 4) Neutral: White
      - 5) Ground: Green
      - 6) Isolated Ground: Green/Yellow
    - b. 277/480 Volt Conductors
      - 1) Phase A: Brown
      - 2) Phase B: Orange
      - 3) Phase C: Yellow
      - 4) Neutral: Gray or White with Brown tracer
      - 5) Ground: Green
      - 6) Isolated Ground: Green/Yellow
    - c. Isolated Power Conductors (Type XLP or XHHN-2)
      - 1) Phase A - Brown
      - 2) Phase B - Orange
      - 3) Phase C - Yellow
      - 4) Neutral - White with brown tracer stripe
      - 5) Note: Provide each phase with tracer color other than white, green, or gray.

- d. Note: Further identify isolated power conductors with ½" wide purple tape at all terminations and junctions.
  2. Fire Alarm Wiring: Red
  3. Control voltage wiring color coding shall be consistent throughout the project and shall match existing equipment and standards where applicable. Color coding for each system shall be unique.
  4. Conductors within enclosures that may be energized when enclosure disconnect is off - yellow, or taped with 1/2" yellow tape every 6" of length, inside enclosure. Provide lamacoid plate warning sign on front of enclosure where this condition occurs.
  5. DC Wiring:
    - a. Positive: Light Blue
    - b. Negative: Dark Blue
- C. Identify each spare conductor at each end with identity number and location of other end of conductor, and identify as spare conductor.

### **3.7 FIELD QUALITY CONTROL**

- A. Perform tests and inspections and prepare test reports.
- B. Visual Inspections:
1. Compare cable data with drawings and specifications.
  2. Inspect exposed sections of cable for physical damage and correct connections in accordance with drawings.
  3. Inspect bolted electrical connections for high resistance. Verify tightness of accessible bolted electrical connections by calibrated torque-wrench method in accordance with manufacturer's published data.
  4. Inspect compression-applied connectors for correct cable match and indentation.
  5. Inspect for correct identification and arrangements.
  6. Inspect cable jacket insulation and condition.
- C. Cables will be considered defective if they do not pass tests and inspections. Remove and replace malfunctioning units and retest as specified above.

**END OF SECTION**



**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, Special and Supplementary Conditions, Division 01 Specification Sections, and Section 260010 – General Requirements for Electrical Systems apply to this Section.

**1.2 SUMMARY**

- A. This section is intended to specify the raceways, fittings, boxes, cabinets, specialties and related items necessary to complete the work as shown on the drawings and specified herein.
- B. Section Includes:
  - 1. Metal conduits and fittings
  - 2. Surface metal raceway
  - 3. Metal wireways and auxiliary gutters.
  - 4. Boxes, enclosures, and cabinets

**1.3 REFERENCES**

- A. Abbreviations
  - 1. EMT: Electrical Metallic Tubing
  - 2. FMC: Flexible Metal Conduit
  - 3. GRC: Galvanized Rigid Steel Conduit
  - 4. IMC: Intermediate Metal Conduit
  - 5. LFMC: Liquid-tight Flexible Metal Conduit.
  - 6. RAC: Rigid Aluminum Conduit
  - 7. RMC: Rigid Metal Conduit
- B. Reference Standards
  - 1. National Electrical Contractors Association (NECA)
    - a. NECA 101 - Standard for Installing Steel Conduits (RMC, IMC, EMT)
  - 2. National Electrical Manufacturers Association (NEMA)
    - a. NEMA FB 2.10 - Selection and Installation Guidelines for Fittings for Use with Non-Flexible Metallic Conduit or Tubing (Rigid Metal Conduit, Intermediate Metal Conduit, and Electrical Metallic Tubing)

- b. NEMA FB 2.20 - Selection and Installation Guidelines for Fittings for Use with Flexible Electrical Conduit and Cable
- c. NEMA RV 3 - Application and Installation Guidelines for Flexible and Liquid-tight Flexible Metal Conduits

#### **1.4 SUBMITTALS**

- A. Product Data: For each type of product.
- B. Shop drawings: For custom enclosures, cabinets, or boxes.

### **PART 2 - PRODUCTS**

#### **2.1 GENERAL REQUIREMENTS**

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. Comply with NFPA 70.

#### **2.2 METAL CONDUITS AND FITTINGS**

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. AFC Cable Systems, Inc.
  - 2. Allied Tube & Conduit.
  - 3. Anamet Electrical, Inc.
  - 4. Calconduit
  - 5. Electri-Flex Company.
  - 6. Nucor Tubular Products.
  - 7. O-Z/Gedney.
  - 8. Picoma Industries.
  - 9. Robroy Industries.
  - 10. Southwire Company.
  - 11. Thomas & Betts Corporation.
  - 12. Western Tube and Conduit Corporation.
  - 13. Wheatland Tube Company.
- B. Electrical Metallic Tubing (EMT):
  - 1. Comply with ANSI C80.3 and UL 797.
- C. Galvanized Rigid Steel Conduit (GRC, RMC):

1. Comply with ANSI C80.1 and UL 6.
  2. Zinc coating both inside and outside by means of hot-dip galvanizing.
  3. Use only threaded fittings for GRC.
- D. Intermediate Metal Conduit (IMC):
1. Comply with ANSI C80.6 and UL 1242
- E. Flexible Metal Conduit (FMC)
1. Comply with UL 1.
  2. Continuous interlocked hot-dip zinc galvanized steel with smooth interior and exterior.
  3. Suitable for dry locations.
- F. Liquid-tight Flexible Metal Conduit (LFMC)
1. Comply with UL 360.
  2. Continuous interlocked hot-dip zinc galvanized steel core with smooth interior and exterior.
  3. Suitable for wet and dry locations, direct burial applications, and concrete encasement.
  4. Sunlight resistant, flame retardant thermoplastic PVC jacket resistant to heat, oil, and chemical breakdown.
- G. Metal Fittings
1. Comply with NEMA FB1 and UL 514B.
  2. Listed and labelled for type of conduit, location, and use.
  3. Provide couplings, bends, elbows and fittings to match requirements of straight lengths.
  4. Fittings for EMT:
    - a. Compression type, zinc-plated galvanized steel.
    - b. Concrete-tight- or rain-tight with hardened steel locknuts and nylon insulating throats.
  5. Fittings for Rigid conduit and IMC: Threaded Steel
  6. Conduit Bodies:
    - a. Material: gray iron or heavy copper-free cast aluminum
    - b. Available in varying configurations with integral bushing and gasketed coverplate.
  7. Expansion/Deflection Fittings: manufactured coupling accommodating 3/4-inch linear movement from normal and 30-degree angular movement in all directions
    - a. Basis of Design: OZ/Gedney DX
    - b. PVC or steel sleeve to match conduit type with neoprene jacket, rated for environmental conditions where installed.
    - c. Integral braided copper bonding jumper.
  8. Fittings for FMC and LFMC:
    - a. LFMC: Tubular Steel, zinc-plated with gland nut, sealing ring, high tensile grounding ferrule, insulated throat, and body for liquid tight connection.
  9. "Kwik-Couple" type fittings are not permitted.
  10. Indentation, set-screw, or die-cast fittings are not permitted.

- H. Joint Compound for threaded conduit: Approved, as defined in NFPA 70, by authorities having jurisdiction for use in conduit assemblies, and compounded for use to lubricate and protect threaded conduit joints from corrosion and to enhance their conductivity.

## **2.3 SURFACE MOUNTED METAL RACEWAY**

- A. Manufacturers: Subject to compliance with requirements, provide products from one of the following:
  - 1. Hubbell
  - 2. Mono-Systems
  - 3. Wiremold
- B. Source Limitations: Obtain surface metal raceway, components, outlets, and fittings from single manufacturer.
- C. Single and Multi-Channel Raceways:
  - 1. Two-piece design with base and snap on cover complying with UL 5, suitable for use with electrical branch circuit wiring, data/voice network cabling, and low voltage wiring.
  - 2. Material: Galvanized Steel
  - 3. Finish: Manufacturer's standard enamel finish in color selected by Architect, suitable for field painting to match adjacent surfaces.
  - 4. Size: Available in varying widths, selected to accommodate number of conductors and services indicated on drawings with a maximum of 40-percent fill.
- D. For multi-channel configurations, provide integral divider separating raceway into equal compartments for power and low voltage wiring.
- E. Fittings: Include clips, straps, couplings, elbows, tees, connectors, and bushings suitable for interconnecting raceway segments in various configurations. Fittings to overlap raceway and hide uneven cuts. Material and finish to match raceway.
- F. Device Boxes: single and multi-gang configurations, suitable for mounting standard devices and faceplates. Material and finish to match raceway.
- G. Device Plates: sized to match raceway width with openings suitable for mounting various standard power and communications devices. Material and finish to match raceway.
- H. Device Brackets: suitable for mounting standard single or two-gang devices horizontally or vertically within large raceways.

## **2.4 METAL WIREWAYS AND AUXILIARY GUTTERS**

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Eaton B-Line

2. Hubbell Wiegmann.
  3. nVent Hoffman.
  4. Square D.
- B. Description: Sheet metal, complying with UL 870 and NEMA 250, Type 1 unless otherwise required by environmental application, and sized according to NFPA 70. Minimum of 14-gauge steel before finishes are applied.
- 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 a complete system.
1. Provide knockouts on all runs, unless otherwise indicated or prohibited by codes.
  2. Provide dividers to separate conductors of different insulation levels or where required by equipment vendor installation instructions.
- D. Wireway Covers: Furnish with continuous hinged covers on all runs and removable covers on all fittings unless otherwise noted, to allow a continuous unobstructed path for conductor installation.
- E. Finish: Manufacturer's standard enamel finish resistant to corrosion, moisture, and oil.
- F. Size: available in nominal sizes 2-1/2-inch by 2-1/2-inch, 4-inch by 4-inch, 6-inch by 6-inch or 12-inch by 12-inch.
- G. Install supports to allow unobstructed access to wireway interior. Use minimum 1/4-inch rod hangers for up to 4-inch by 4-inch wireway, 3/8-inch rod up to 8-inch by 8-inch wireway, and 1/2-inch rod for 12-inch by 12-inch wireway.

## **2.5 BOXES, ENCLOSURES, AND CABINETS**

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
1. Eaton Crouse-Hinds.
  2. Emerson/Appleton Electric.
  3. FSR Inc.
  4. Garvin Industries
  5. Hoffman.
  6. Hubbell Killark.
  7. Milbank Manufacturing Co.
  8. Mono-Systems, Inc.
  9. O-Z/Gedney.
  10. RACO / Hubbell.
  11. Stahlin Non-Metallic Enclosures.
  12. Thomas & Betts.
  13. Wiremold / Legrand.



- B. General Requirements for Boxes, Enclosures, and Cabinets: Boxes, enclosures, and cabinets shall be listed for intended use.
- 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, ferrous alloy or aluminum, Type FD, with gasketed cover.
- E. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1, constructed of code gauge, galvanized steel with sides formed and corner seams riveted or welded before galvanizing
- F. For box extensions and mud rings used to accommodate building finishes, provide with same material as recessed box.
- G. Minimum Device Box Dimensions unless noted otherwise:
  - 1. Single gang: 4-inches square by 2-1/8-inches deep with single gang extension ring.
  - 2. Two gang: 4-inches square by 2-1/8-inches deep with two-gang extension ring.
  - 3. Three gang: 8-5/8-inches by 4-1/2-inches by 2-1/2-inches deep with three gang extension ring.
  - 4. Four gang: 10-7/16-inches by 4-1/2-inches by 2-1/2-inches deep with four gang extension ring.
- H. Gangable boxes are prohibited.
- I. Boxes assembled with sheet metal screws are prohibited.
- J. Hinged Cover Enclosures: Comply with UL 50 and NEMA 250, suitable for installed environment with continuous-hinge cover and flush latch unless noted otherwise.
  - 1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.
  - 2. Nonmetallic Enclosures: Fiberglass
  - 3. Interior Panels: Steel, all sides finished with manufacturer's standard enamel.

## **PART 3 - EXECUTION**

### **3.1 RACEWAY APPLICATION**

- A. Apply raceway products as specified below unless otherwise indicated:
  - 1. Exterior Exposed Conduit: GRC
  - 2. Underslab Conduit: GRC or PVC Type EPC-40 where approved.
  - 3. Interior, Concealed in Ceilings, Walls, and Partitions: EMT, IMC, or GRC
  - 4. Interior, Damp or Wet Locations: GRC
  - 5. Interior, Where exposed and Not Subject to Physical Damage: EMT, GRC, or IMC.  
Raceway locations include the following:
    - a. Electrical Rooms

6. Interior, Where Exposed and Subject to Severe Physical Damage: GRC. Raceway locations include the following:
    - a. Loading dock.
    - b. Corridors used for traffic of mechanized carts, forklifts, and pallet-handling units.
    - c. Mechanical rooms (below 8'-0").
    - d. Gymnasiums.
  7. Interior, where Exposed in washdown area and Subject to Severe Physical Damage: PVC Coated GRC. Raceway locations include the following:
    - a. Exposed stub-ups in Commercial/Institutional Kitchen or Cafeteria.
  8. Interior, where Exposed and subject to Corrosive Environment: RNC Type EPC-80 PVC. Raceway locations include the following:
    - a. Pools and Natatoriums.
  9. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC.
  10. Connection to ceiling mounted recessed and semi-recessed luminaires and electrical devices: FMC.
  11. Boxes and Enclosures: NEMA 250, Type 1 except as follows:
    - a. Damp or Wet locations: NEMA 250, Type 3R
    - b. Commercial/Institutional Kitchens and Cafeterias: NEMA 250, Type 3R
    - c. Corrosive environments: NEMA 250, Type 4X
  12. EMT is not permitted underslab, embedded in concrete slabs, or where exposed to physical damage.
  13. Flexible non-metallic conduit is not permitted.
  14. Unless otherwise indicated on the drawings, intermediate metal conduit (IMC) may be used in any location in place of rigid galvanized steel conduit (GRC), where permitted by codes, and where approved by the Engineer.
- B. Minimum Raceway Size: 3/4-inch trade size unless noted otherwise on the drawings.
- C. Raceway Fittings: Compatible with raceways and suitable for use and location.
1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings unless otherwise indicated. Comply with NEMA FB 2.10.
  2. EMT: Use compression, steel fittings. Comply with NEMA FB 2.10.
  3. Flexible Conduit: Use only steel fittings listed for use with flexible conduit. Comply with NEMA FB 2.20.
- D. Install raceways and fittings in a manner to avoid use of dissimilar metals that would result in galvanic action corrosion.
- E. Install surface conduits or raceways only where indicated on Drawings.
- F. Do not install surface conduits or raceways on exterior facades unless approved by Engineer.
- G. Do not install nonmetallic conduit where ambient temperature or operating temperature of the conductors exceeds the rating of the raceway.
- H. Conduit installed embedded in concrete slabs is not permitted.

**3.2 RACEWAY INSTALLATION**

- A. Comply with NECA 1, NECA 101, and manufacturer's written instruction for installation requirements except where requirements on Drawings or in this article are stricter. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.
- B. Comply with utility company requirements for installations supporting utility company conductors.
- C. Size raceways to conform with Annex C, of the National Electrical Code, unless otherwise shown on the Contract Drawings.
- D. Level and square raceway runs, and install at proper elevations and required heights. Hold tight to structure wherever possible, to maximize available space and not restrict other trades.
- E. Conceal conduit within finished walls, ceilings, and floors unless otherwise indicated.
- F. Install conduits with runs parallel or perpendicular to building lines, walls, structural members or intersections of vertical planes and ceilings, with right angle turns consisting of cast metal fittings or symmetrical bends unless otherwise shown. Randomly routed conduits are not acceptable.
- G. Make bends in raceway using large-radius preformed ells. Conform with NFPA 70 minimum radii requirements for field bending. Use only equipment specifically designed for material and size involved.
- H. Install no more than the equivalent of three 90-degree bends in any conduit run. Support within 12-inches of changes in direction.
- I. Provide junction boxes or pull boxes so that conduit runs do not exceed 85', or as shown on the Contract Drawings. Size junction boxes per NEC, Article 370.
- J. All conduit shall have supports spaced not more than 8-feet apart.
- K. Support conduit within 12-inches of enclosures to which attached.
- L. Do not drill into bar joists to support raceways or cables.
- M. Install conduits at least 12-inches from flues, steam or hot water pipes.
- N. Seal the interior of all raceways at the following points:
  - 1. Where conduits pass from cold to warm locations, such as boundaries of refrigerated spaces and at building wall and roof penetrations.
  - 2. Where an underground service raceway enters a building or structure.
  - 3. Conduit extending from interior to exterior of building.
  - 4. Conduit extending into pressurized duct and equipment.

5. Conduit extending into pressurized zones that are automatically controlled to maintain different pressure set points.
  6. Where otherwise required by NFPA 70.
- O. 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.
- P. Locate seals immediately at the boundary so no fittings or boxes are between the seal and the change of environments that would allow migration of condensation within the raceway system.
- Q. Install conduits in a manner so as to ensure against collection of trapped condensation. Arrange all runs of conduit so as to be devoid of traps. Provide trapped conduit runs with explosion proof drains at low points.
- R. Where required, raceway fittings shall be provided in explosion-proof configurations rated for the atmosphere. Place conduit seal off fittings at each device in accord with applicable codes. Seal off fittings shall be packed with wadding, and poured with an approved non-shrink sealing compound.
- S. Coordinate with other trades, including metal and concrete deck trades, as necessary to interface installation of electrical raceways and components.
- T. Complete installation of electrical raceways before starting installation of cables or wires within raceways.
- U. Take precautions to prevent the lodgment of dirt, plaster, or trash in all conduit or tubing, fittings and boxes during construction. Use mandrel to clean all conduit for floor boxes or conduit below grade and ensure its swabbed free of debris or moisture before wires are pulled.
- V. Unless using GRC, do not locate conduits, cables, raceways, and enclosures within 1-1/2" of bottom of metal-corrugated sheet roof decking, measured from the lowest surface of the roof decking to the top of the conduit, cable, raceway, or box.
- W. Conduits, cables, raceways, and enclosures are not permitted in concealed locations of metal-corrugated sheet decking type roofing.
- X. Flexible Conduit Connections: Comply with NEMA RV 3. Use a maximum of 72-inches of flexible conduit for ceiling mounted recessed and semi-recessed luminaires, and 36-inches for all other equipment subject to vibration, noise transmission, or movement; and for transformers and motors.
1. Install as a single piece with clamp-on insulated throat connectors designed for the purpose.
  2. Provide strain relief fittings where subject to vibration.
  3. Provide an equipment grounding conductor and bonding jumper at all locations.
  4. For LFMC, provide a minimum of 18-inches and loop to avoid restraining vibrating equipment.

- Y. Stub-ups to Accessible Ceilings:
  - 1. Use a conduit bushing or insulated fitting to terminate stub-ups not terminated in hubs or into an enclosure.
  - 2. Where conduits terminate at a cable tray pathway, provide listed fitting to secure conduit to cable tray.
- Z. Mechanically fasten conduit terminations at a wireway, provide plastic bushings, and bond to the wireway with bonding jumper.
- AA. Conduit bodies, junction boxes and fittings shall be dust tight and threaded for dusty areas, weatherproof for exterior locations and vapor tight for damp areas. All surface mounted conduit fittings as with "FS", "FD", "GUB" Types etc., shall be provided with mounting hubs.
- BB. Furnish conduit bodies in proper configurations, avoiding excessive openings. Any openings that are left shall be properly plugged. Wiring splices within conduit bodies are not permitted.
- CC. Fittings for threaded raceways shall be tapered thread with all burrs removed, reamed ends and cutting oil wiped clean.
- DD. All conduit fittings shall be securely tightened. All threaded fittings shall engage seven full threads. Fasteners shall be properly torqued to manufacturer's recommendations.
- EE. 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.
- FF. Provide a completely separate raceway system, including junction boxes and pull-boxes, for each emergency power, stand-by, and normal power system for complete separation in accordance with NEC.
- GG. 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 secured slack at each end of pull wire. Secure pull string at each end and cap raceways.
- HH. 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.
- II. 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.
- JJ. Comply with manufacturer's written instructions for solvent welding RNC and fittings.
- KK. Expansion-Joint Fittings:
  - 1. Install expansion fittings at all locations where conduits cross building or structure expansion joints.



2. 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.

LL. Surface Raceways:

1. Provide surface metal raceways only where indicated on drawings or approved by the Engineer.
2. Provide all trim and cover fittings, flush feed boxes, splices, and outlet fittings necessary for a complete installation.
3. Provide multi service raceway with divider for locations that require power and low-voltage wiring.
4. Install surface raceway with a minimum 2-inch radius control at bend points.
5. Secure surface raceway with two-hole straps at intervals not exceeding 24-inches and within 6-inches of boxes, transitions, and turns. Provide no less than two supports per straight raceway section. Support surface raceway according to manufacturer's written instructions. Tape and glue are not acceptable support methods.
6. Provide box connector and junction box immediately above ceiling for transitioning raceway to conduit.

### 3.3 BOX AND ENCLOSURE INSTALLATION

- A. Provide electrical outlets and enclosures as required for splices, taps, wire pulling, and equipment connections.
- B. Provide pull boxes as required to maintain conduit run and bend limitations specified herein.
- C. Size all outlets, pull boxes, junction boxes, cabinets, etc., per adopted edition of the National Electrical Code.
- D. Boxes, enclosures, and cabinets installed in wet locations shall be listed for use in wet locations.
- E. Install interior and exterior outlet boxes recessed in building construction with face flush with finished surfaces unless noted otherwise. Where outlet boxes are installed in walls of glazed tile, brick, concrete block, or in walls covered by wood wainscot or paneling, provide deep box to ensure the outlet boxes are installed straight and secure in walls.
- F. Mount boxes at heights indicated on Drawings. If mounting heights of boxes are not individually indicated, give priority to ADA requirements and architectural elevations. Install boxes with height measured to center of box unless otherwise indicated.
- G. Horizontally separate boxes mounted on opposite sides of walls so they are not in the same vertical channel.
- H. Locate boxes so that cover or plate does not span different building finishes.

- I. Provide spanner bars to support all boxes from more than one side by spanning two framing members.
- J. Fasten boxes up to 4-11/16 square size to their mounting surface with two fasteners of proper size. Fasten larger sizes with four fasteners, minimum.
- K. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits or ceiling support wires.
- L. Provide all cabinets and boxes for NEMA 1 applications with knockouts, as necessary, or field cut with approved cutting tools which will provide a clean, symmetrically cut opening to maintain UL listing of enclosure.
- M. Replace any unused knockouts or openings with a listed knockout closure.
- N. Coordinate with equipment vendors to provide special sized outlet boxes to support installed equipment.

### **3.4 GROUNDING AND BONDING**

- A. Bond all metal boxes, junction boxes and pull boxes with pigtails to the equipment grounding conductor.

### **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.
- B. Protect threads on conduits and fittings with plastic protectors or other means to prevent damage prior to installation.
- C. Provide protection for all conduit stubbed through floor during construction with plastic caps approved for this purpose.

### **3.6 IDENTIFICATION**

- A. Identify all junction, outlet and pull boxes in data/mechanical/electrical rooms and above ceilings with panel and circuit designation on outside of covers. Identify all exposed junction, outlet and pull boxes in finished areas with panel and circuit designation on inside of covers.
- B. Provide red finish for fire alarm raceways and junction boxes in concealed areas, above ceilings, and mechanical/electrical rooms. Match adjacent architectural finish for exposed fire alarm raceways in finished areas with red junction box covers.

- C. Field painted raceways will not be accepted.

**3.7 PAINTING**

- A. Raceways installed in exterior locations shall receive one coat of primer, two coats finish paint after preparation of galvanizing, color selected by Architect.
- B. Exposed raceways in painted interior areas shall be painted to match adjacent finishes.

**END OF SECTION**

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**DIVISION**

**ELECTRONIC SAFETY AND SECURITY**

**SECTION 284600****ADDRESSABLE FIRE ALARM SYSTEMS****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General, Special and Supplementary Conditions, Division 01 Specification Sections, and Section 260010 "General Requirements for Electrical Systems" apply to this Section.

**1.2 SUMMARY**

- A. Description: This section of the specification includes the furnishing, installation, connection and testing of the microprocessor controlled, intelligent reporting fire detection equipment required to form a complete, operative, coordinated system. It shall include, but not be limited to, alarm initiating devices, alarm notification appliances, Fire Alarm Control Panel (FACP) modification, auxiliary control devices, annunciators, and wiring as shown on the drawings and specified herein. System shall be programmed to send Area and Level of Alarm information to the Local Fire Department. Areas shall be broken into reasonable size and align with the Buildings of the High School i.e. Tiernan Center, Civic Hall, Tiano Pool, McGuire Hall, Media Center, Morton Hall, and Career Center.
- B. Section Includes:
1. Addressable fire-alarm system.
  2. Fire-alarm control unit (FACP).
  3. Manual fire-alarm boxes.
  4. Smoke detectors.
  5. Heat detectors
  6. Carbon monoxide detectors.
  7. Fire-alarm notification appliances.
  8. Fire-alarm graphic annunciators.
  9. Fire-alarm remote annunciators.
  10. Fire-alarm addressable interface devices.
  11. Digital alarm communicator transmitters (DACTs).

**1.3 REFERENCES**

- A. Abbreviations and Acronyms
1. DACT: Digital alarm communicator transmitter.
  2. FACU (FACP): Fire-alarm control unit.
  3. NICET: National Institute for Certification in Engineering Technologies.



4. NRTL: Nationally Recognized Testing Laboratory.

B. Definitions

1. Circuit: Wire path from a group of devices or appliances to a control panel or transponder.
2. Zone: Combination of one or more circuits or devices in a defined building area

#### 1.4 COORDINATION

- A. Testing existing system: Provide a complete functional test of the existing fire alarm systems prior to commencement of work. Report any non-functioning equipment or devices to Engineer. After commencing work, Contractor shall be responsible for ensuring all existing portions of the fire alarm system are properly functioning.
- B. Existing Fire-Alarm Equipment: Maintain existing equipment fully operational until new equipment has been tested and accepted. When new equipment is installed, label it "NOT IN SERVICE" until it is accepted. Remove labels from new equipment when put into service, and label existing fire-alarm equipment "NOT IN SERVICE" until removed from building.
- C. Equipment Removal: After acceptance of new fire-alarm system, remove existing disconnected fire-alarm equipment and wiring.
- D. Interruption of Existing Fire-Alarm Service: Do not interrupt fire-alarm service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary guard service according to requirements indicated:
1. Notify Engineer and Owner no fewer than 10 days in advance of proposed interruption of fire-alarm service.
  2. Identify specific locations affected by interruption, circuits which may be inoperable during the outage, and the length of time the system will be impaired.
  3. Do not proceed with interruption of fire-alarm service without the Owner's written permission.
- E. Use of Devices during Construction: Protect devices during construction unless devices are placed in service to protect the facility during construction.

#### 1.5 SUBMITTALS

- A. Approved Permit Submittal: Submittals must be approved by authorities having jurisdiction prior to submitting them to Architect.
- B. Product Data: Submit for each type of product, including furnished options and accessories.
- C. Shop Drawings: Provide for the fire alarm system.

1. Comply with recommendations and requirements in "Documentation" section of "Fundamentals" chapter in NFPA 72.
  2. Include plans, elevations, sections, and details, including details of attachments to other Work.
  3. Include details of equipment assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and locations. Indicate conductor sizes, indicate termination locations and requirements, and distinguish between factory and field wiring.
  4. Annunciator panel details.
  5. Include voltage drop calculations for notification-appliance circuits.
  6. Include battery-size calculations.
  7. Include input/output matrix.
  8. Include written statement from manufacturer that equipment and components have been tested as a system and comply with requirements in this Section and in NFPA 72.
  9. Include performance parameters and installation details for each detector.
  10. Verify that each duct detector is listed for complete range of air velocity, temperature, and humidity possible when air-handling system is operating.
  11. Provide control wiring diagrams for fire-alarm interface to HVAC and other building systems.
  12. Coordinate location of duct smoke detectors and access to them.
    - a. Show critical dimensions that relate to placement and support of sampling tubes, detector housing, and remote status and alarm indicators.
    - b. Show field wiring and equipment required for HVAC unit shutdown on alarm and override by firefighters' smoke-evacuation system.
    - c. Locate detectors in accordance with manufacturer's written instructions.
  13. Include voice/alarm signaling-service equipment rack or console layout, grounding schematic, amplifier power calculation, and single-line connection diagram.
  14. Include floor plans to indicate final outlet locations showing address of each addressable device. Show size and route of cable and conduits and point-to-point wiring diagrams.
- D. Delegated Design Submittals: For notification appliances and smoke and heat detectors, in addition to submittals listed above, indicate compliance with performance requirements and design criteria, including analysis data signed and sealed by qualified professional engineer responsible for their preparation.
1. Drawings showing location of each notification appliance and smoke and heat detector, ratings of each, and installation details as needed to comply with listing conditions of device.
  2. Design Calculations: Calculate requirements for selecting spacing and sensitivity of detection, complying with NFPA 72. Calculate spacing and intensities for strobe signals and sound-pressure levels for audible appliances.
  3. Indicate audible appliances required to produce square wave signal per NFPA 72.
- E. Qualification Data: For Certified Installers, including names, license numbers, and certifications as described under Quality Assurance.
- F. Sample Warranty.

- G. Operation and Maintenance Data: For fire-alarm systems and components to include in emergency, operation, and maintenance manuals.
1. In addition to items specified in Division 01, include the following and deliver copies to authorities having jurisdiction:
    - a. Comply with the "Records" section of the "Inspection, Testing and Maintenance" chapter in NFPA 72.
    - b. Provide "Fire Alarm and Emergency Communications System Record of Completion Documents" according to the "Completion Documents" Article in the "Documentation" section of the "Fundamentals" chapter in NFPA 72.
    - c. Provide "Inspection and Testing Form" according to the "Inspection, Testing and Maintenance" chapter in NFPA 72, and include the following:
      - 1) Equipment tested.
      - 2) Frequency of testing of installed components.
      - 3) Frequency of inspection of installed components.
      - 4) Requirements and recommendations related to results of maintenance.
      - 5) Manufacturer's user training manuals.
  2. System Report: provide the engineer two bound copies of the following technical information, for transmittal to the owner:
    - a. As-Built wiring diagram showing all loop numbers and device addresses, plus terminal numbers where they connect to control equipment.
    - b. As-built wiring and conduit layout diagrams, including wire color code and/or label numbers, and showing all interconnections in the system.
    - c. Electronic circuit diagrams of all control panels, modules, annunciators, communications panels, etc.
    - d. Manufacturer detailed maintenance requirement.
    - e. Technical literature on all control equipment, isolation modules, power supplies, batteries, detectors, manual stations, alarm/supervisory signal initiating devices, alarm notification appliances, relays, remote alarm transmission means, etc.
    - f. The as-built "calculations" sheet.
  3. The contractor shall provide the owner with one copy of the following:
    - a. All software required for the installed fire alarm system.
    - b. Complete documentation for all software for both the installed fire alarm system and for any interface PC software necessary for system functions as described above.
    - c. Framed floor plans mounted at the FACP: Plans shall show all system devices with the unique device identification numbers indicated adjacent to each device. The identification numbers shall match those represented in the as-built drawings and those reported at the FACP and the LCD annunciator. As-built room numbers shall match the signage in the building.
    - d. Interconnection cable where such is required to connect the fire alarm system to a PC; (if Owner does not have the needed PC to check the system).
  4. Electronic Archive: Complete configuration data (site-specific programming) for the system must be stored on electronic media and archived by the fire alarm system

manufacturer or authorized distributor. A USB drive or CD copy of this data shall be submitted to the engineer for transmission to the owner on the day the system is commissioned. A copy of this site-specific data base shall also be placed in the Documentation Cabinet. Provide copies of battery and voltage drop calculations at final inspection.

## 1.6 QUALITY ASSURANCE

### A. Manufacturer Qualifications

1. Manufacturer must be regularly engaged in manufacture of fire alarm systems of types, sizes, and electrical characteristics required, and whose products are Listed and Labeled.
2. Manufacturer shall maintain an authorized distributor within 100 miles of the project location which stocks a full complement of parts for all equipment to be furnished.

### B. Installer Qualifications

1. Obtain certification by NRTL in accordance with NFPA 72.
2. Licensed or certified by authorities having jurisdiction to perform fire alarm installations in the specified jurisdiction.
3. Be in business a minimum of 5 continuous years with documented experience installing fire alarm systems similar in size in scope.
4. Installer must be responsible for all program changes and must be present for the 100% test, Designer's pre-final review and Owner inspections.
5. All connections to the FACP and the system's programming shall be done only by the manufacturer, or by an authorized distributor.

### C. Project Personnel Requirements: Installer must have the following certified full-time employees on staff and assigned to the project.

1. All personnel must be trained and certified by manufacturer for installation of units required for this Project.
2. Project Engineer: Preparation of shop drawings, cabling administration drawings, and field-testing program development by a NICET certified Level IV technician who shall be trained and certified in fire alarm system design by the approved manufacturer within the last 36 months and be licensed by the authorities having jurisdiction.
3. Lead Technician: Minimum NICET certified Level III technician who shall provide all devices, connections, and programming for the fire alarm system. Technician shall be certified by the approved manufacturer within the last 36 months and licensed by the authorities having jurisdiction. The lead technician shall be present at all times when work of this Section is performed at the project site.
4. Installer Qualifications: Any work related to this section shall be by personnel trained and certified by the approved manufacturer within the last 24 months.

### D. NFPA Certification: All devices used as part of the Fire Alarm System shall be listed under the appropriate category according to NFPA 72 by an NRTL.

**1.7 WARRANTIES**

- A. Manufacturer Warranty: Manufacturer agrees to repair or replace fire-alarm system equipment and components that fail in materials or workmanship for a period of five years from date of Final acceptance.
- B. Warranty service shall be provided by a trained specialist of the equipment manufacturer. The specialist shall be based in a fully-staffed branch office located within 100 miles from the job site.
- C. The manufacturer, or authorized distributor, must maintain software version (VER) records on the system installed. The system software shall be upgraded free of any charge if a new VER is released during the warranty period. For new VER to correct operating problems, free upgrade shall apply during the entire life of the system.

**PART 2 - PRODUCTS****2.1 PERFORMANCE REQUIREMENTS**

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency acceptable to the authority having jurisdiction, and marked for intended location and application.
- B. All components provided shall be listed for use with the selected system.

**2.2 MANUFACTURERS**

- A. Subject to compliance with requirements, provide products by one of the following:
  - 1. Edwards EST
  - 2. Notifier
  - 3. Siemens by Distribution Channel Only
- B. Being listed as an acceptable Manufacturer in no way relieves obligation of the Contractor to provide all equipment and features in accordance with these specifications.
- C. Source Limitations for Fire-Alarm System and Components: Components must be compatible with, and operate as extension of, existing systems. Provide system manufacturer's certification that components provided have been tested as, and will operate as, a fully functional system.

**2.3 ADDRESSABLE FIRE ALARM SYSTEM**

- A. Noncoded, UL-certified, FM Global-approved addressable system, with multiplexed signal transmission and capable of voice/strobe and horn/strobe evacuation.



## 2.4 SYSTEMS OPERATIONAL DESCRIPTION

- A. Fire-alarm signal initiation shall be by one or more of the following devices and systems:
1. Manual stations.
  2. Heat detectors.
  3. Smoke detectors.
  4. Automatic sprinkler system water flow.
- B. Fire-alarm signal must initiate the following actions:
1. Continuously operate alarm notification appliances, including voice evacuation notices.
  2. Identify alarm and specific initiating device at fire-alarm control unit and any remote annunciators or network connected control panels. The system alarm LED shall flash and a local piezo-electric signal in the control panel shall sound.
  3. Transmit an alarm signal to the remote alarm receiving station.
  4. Unlock electric door locks in designated egress paths.
  5. Release fire and smoke doors held open by magnetic door holders.
  6. Activate voice/alarm communication system.
  7. Switch HVAC equipment controls to fire-alarm mode.
  8. Close smoke dampers in air ducts of designated air-conditioning duct systems.
  9. Recall elevators to primary or alternate recall floors.
  10. Activate elevator power shunt trip.
  11. Activate emergency lighting control for theatrical lighting systems.
  12. Activate emergency shutoffs for gas and fuel supplies, except for shutoffs serving legally required life-safety systems such as emergency generators.
  13. Record events in system memory.
  14. Record events by system printer.
- C. Supervisory signal initiation shall be by one or more of the following devices and actions:
1. Valve supervisory switch.
  2. Elevator shunt-trip supervision.
  3. Duct smoke detectors.
  4. Carbon Monoxide detectors.
  5. Fire pump is running.
  6. Fire pump has lost power.
  7. Power to fire pump has phase reversal.
  8. Zones or individual devices have been disabled.
  9. Loss of communication with any panel on the network.
- D. System Supervisory Signal Actions:
1. Identify specific device initiating the event at fire-alarm control unit and remote annunciators. The corresponding system LED shall flash and a local piezo-electric signal in the control panel shall sound.
  2. Record the event on system printer.
  3. Transmit a supervisory signal to the remote alarm receiving station with no time delay.

- E. System trouble signal initiation shall be by one or more of the following devices and actions:
1. Open circuits, shorts, and grounds in circuits.
  2. Opening, tampering with, or removing alarm-initiating device, alarm appliance, plug-in relay, system module, battery connection, and supervisory signal-initiating devices.
  3. Loss of communication with any addressable sensor, input module, relay, control module, remote annunciator, printer interface, or Ethernet module.
  4. Loss of primary power at fire-alarm control unit.
  5. Ground or a single break in internal circuits of fire-alarm control unit.
  6. Abnormal ac voltage at fire-alarm control unit.
  7. Break in standby battery circuitry.
  8. Failure of battery charging.
  9. Abnormal position of any switch at fire-alarm control unit or annunciator.
  10. Voice signal amplifier failure.
  11. Smoke Detector Contamination.
- F. System Trouble Signal Actions:
1. Identify specific device initiating the event at fire-alarm control unit and remote annunciators. The system trouble LED shall flash and a local piezo-electric signal in the control panel shall sound.
  2. Record the event on system printer.
  3. Transmit a trouble to the remote alarm receiving station after a programmable time delay of 200 seconds.
  4. A trouble signal from loss of primary power shall not be transmitted unless maintained after a programmable time delay of 1 to 3 hours.
  5. Fire alarm signal shall override trouble signals, but any pre-alarm trouble signal shall reappear when the panel is reset.

## **2.5 FIRE ALARM CONTROL PANEL (FACP)**

- A. General Requirements for Fire Alarm Control Panel:
1. Field-programmable, microprocessor-based, modular, power-limited design with electronic modules, complying with UL 864 category UUKL for protection of the CPU and its associated equipment from voltage surges or line transients.
    - a. System software and all control-by-event programs shall be held in nonvolatile flash, electrically erasable, programmable, read-only memory, retaining the information through failure of primary and secondary power supplies.
    - b. Include a real-time clock for time annotation of events on the event recorder and printer. Time-of-Day and date shall be retained through failure of primary and secondary power supplies.
    - c. The Central Processing Unit (CPU) shall communicate with, monitor, and control all other modules within the control panel. Removal, disconnection or

- failure of any control panel module shall be detected and reported to the system display by the CPU.
- d. Provide communication between the FACP and intelligent detectors, addressable modules, local and remote operator terminals, remote circuit interface panels, annunciators, and other system-controlled devices.
  - e. The FACP shall be listed for connection to a central-station signaling system service.
  - f. Provide nonvolatile memory for system database, logic, and operating system and event history. The system shall require no manual input to initialize in the event of a complete power down condition. The FACP shall provide a minimum 500-event history log.
  - g. The system is to have multiple access levels, so owner's authorized personnel can disable individual alarm inputs or normal system responses (outputs) for alarms, without changing the system's executive programming or affecting operation of the rest of the system. The process on how to do this must be included in the training required to be given to the owner's designated personnel and must also be part of the written documentation provided by the fire alarm equipment supplier. A minimum of two different password levels shall be accessible through the display interface assembly to prevent unauthorized system control or programming.
  - h. System shall supervise and monitor all intelligent addressable detectors and monitor modules connected to the system for normal, trouble and alarm conditions.
  - i. Supervise all initiating, signaling, and notification circuits throughout the facility by way of connection to monitor and control modules, or end of line resistor.
2. Addressable Initiation Device Circuits: The FACP shall indicate which communication zones have been silenced and shall provide selective silencing of alarm notification appliance by building communication zone.
  3. Addressable Control Circuits for Operation of Notification Appliances and Mechanical Equipment: The FACP shall be listed for releasing service.
  4. The system shall perform time-based control functions including automatic changes of specified smoke detector sensitivity settings.
  5. Digitized electronic signals shall employ check digits or multiple polling. In general, a single ground or open on any system signaling line circuit shall not cause system malfunction, loss of operating power, or the ability to report an alarm.
  6. Loss of Power: Alarm signals arriving at the main FACP shall not be lost following a power failure (or outage) until the alarm signal is processed and recorded.
  7. The FACP must have an Alarm Silence switch and be equipped with the Subsequent Alarm (alarm resound) feature. Any remote annunciators or graphic displays located away from the alarm area must also include an audible signal with alarm resound feature.
- B. Alphanumeric Display and System Controls: Arranged for interface between human operator at fire-alarm control unit and addressable system components including annunciation and supervision. Display alarm, supervisory, and component status messages and the programming and control menu.

1. Annunciator and Display: Liquid-crystal type, 80 characters, minimum.
  2. Alphanumeric Touch Keypad: Arranged to permit entry and execution of programming, display, and control commands.
  3. Four color coded system status LEDs to indicate status of the following system parameters:
    - a. AC Power
    - b. System Alarm
    - c. System Trouble
    - d. Signal Silence
  4. Provide operator's interface which allows the following minimum functions. In addition, the operator's interface shall support any other functions required for system control and/or operation:
    - a. Acknowledge (ACK/STEP) Switch
    - b. Signal Silence Switch
    - c. System Reset Switch
    - d. System Test Switch
    - e. Lamp Test Switch
    - f. Programmable, supervised switches for fire safety function bypasses. i.e. NAC Bypass, Elevator Capture Bypass, HVAC Shutdown Defeat, Smoke Control Bypass, etc. Switch operation shall be password protected.
    - g. Interface shall allow programming of the system without any external programming equipment. Systems that require the use of external programmers or change of EPROMs are not acceptable.
- C. Signaling Line Circuit (SLC) Interface Board: The FACP shall contain SLC interface boards as required to communicate with the SLC. Each SLC board shall monitor and control a minimum of 198 intelligent addressable devices. This includes 99 analog detectors (Ionization, Photoelectric, or Thermal) and 99 monitor or control modules.
1. Each SLC interface board shall contain its own microprocessor and shall be capable of operating in a local mode (any SLC input activates all or specific SLC outputs) in the event of a failure in the main CPU of the control panel. The SLC interface board shall not require any jumper cuts or address switch settings to initialize SLC Loop operations. SLC interface boards shall provide power and communicate with all intelligent addressable detectors and modules connected to its SLC Loop on a single pair of wires. This SLC Loop shall be capable of operation as NFPA 72 Class A (Style 6) or Class X (Style 7).
  2. Each SLC interface board shall receive analog information from all intelligent detectors and shall process this information to determine whether normal, alarm, or trouble conditions exist for that specific detector. The SLC interface board software shall include software to automatically maintain the detector's desired sensitivity level by adjusting for the effects of environmental factors, including the accumulation of dust in each detector. The analog information may also be used for automatic detector testing and for the automatic determination of detector maintenance requirements.
- D. Initiating-Device, Notification-Appliance, and Signaling-Line Circuits:
1. Signaling Line Circuits (SLC): NFPA, Class B..
    - a. Provide a minimum of one signaling line circuit per floor.

2. Initiating Device Circuits (IDC): NFPA 72, Class B.
  3. Notification Appliance Circuits (NAC): NFPA 72, Class B.
  4. Network Circuit Between Addressable Panels: NFPA 72, Class A.
  5. System shall be capable accommodating up to 198 addressable devices on each signaling-line circuit (SLC) and a minimum of 1980 initiating points per system.
  6. Each signaling line circuit and notification appliance circuit shall be sized to allow a minimum additional capacity of 20%.
  7. Serial Interfaces:
    - a. One dedicated RS 485 port for central-station operation using point ID DACT.
    - b. One RS 485 port for remote annunciators, Ethernet module, or multi-interface module (printer port).
    - c. One USB port for on-site programming or system modification with a PC.
    - d. One RS 232 port for voice evacuation interface.
- E. Smoke-Alarm Verification:
1. Initiate audible and visible indication of an "alarm-verification" signal at fire-alarm control unit.
  2. Activate an approved "alarm-verification" sequence at fire-alarm control unit and detector.
  3. Record events by the system printer.
  4. Sound general alarm if the alarm is verified.
  5. Cancel fire-alarm control unit indication and system reset if the alarm is not verified.
- F. Notification-Appliance Circuit:
1. Audible appliances shall sound in a three-pulse temporal pattern, as defined in NFPA 72.
  2. Where notification appliances provide signals to sleeping or dwelling areas, the alarm signal shall be a 520-Hz square wave with an intensity 15 dB above the average ambient sound level or 5 dB above the maximum sound level, or at least 75 dBA, whichever is greater, measured at the pillow.
  3. Visual alarm appliances shall flash in synchronization where multiple appliances are in the same field of view, as defined in NFPA 72.
- G. Elevator Recall:
1. Elevator recall shall be initiated only by one of the following alarm-initiating devices:
    - a. Elevator lobby detectors except the lobby detector on the designated floor.
    - b. Smoke detector in elevator machine room.
    - c. Smoke detectors in elevator hoist way.
  2. Elevator controller shall be programmed to move the cars to the alternate recall floor if lobby detectors located on the designated recall floors are activated.
  3. Water-flow alarm connected to sprinkler in an elevator shaft and elevator machine room shall shut down elevators associated with the location without time delay.



- a. Water-flow switch associated with the sprinkler in the elevator pit may have a delay to allow elevators to move to the designated floor.
- H. Door Controls: Door hold-open devices that are controlled by smoke detectors at doors in smoke-barrier walls shall be connected to fire-alarm system.
- I. Remote Smoke-Detector Sensitivity Adjustment and Testing: Controls shall select specific addressable smoke detectors for adjustment, display their current status and sensitivity settings, and change those settings. Allow controls to be used to program repetitive, time-scheduled, and automated changes in sensitivity of specific detector groups. The control panel shall provide a display and a printed list of these sensitivity measurements as a permanent record of the required sensitivity testing. The system shall also annunciate a trouble condition when any smoke detector approaches 80% of its alarm threshold due to gradual contamination, with an annunciation of the location of the smoke detector requiring service. If any specialized equipment must be used to program any function of the smoke detector devices, then one must be furnished as part of the system.
- J. Transmission to Remote Alarm Receiving Station: Automatically transmit alarm, supervisory, and trouble signals to a remote alarm station in accordance with parameters specified herein.
- K. Voice/Alarm Signaling Service: Central emergency communication system with redundant microphones, preamplifiers, amplifiers, and tone generators provided as a special module that is part of fire-alarm control panel.
1. Indicate number of alarm channels for automatic, simultaneous transmission of different announcements to different zones or for manual transmission of announcements by use of the central-control microphone. Amplifiers shall comply with UL 1711.
    - a. Allow the application of, and evacuation signal to, indicated number of zones and, at the same time, allow voice paging to the other zones selectively or in any combination.
    - b. Programmable tone and message sequence selection.
    - c. Standard digitally recorded messages for "Evacuation" and "All Clear."
    - d. Generate tones to be sequenced with audio messages of type recommended by NFPA 72 and that are compatible with tone patterns of notification-appliance circuits of fire-alarm control unit.
  2. Status Annunciator: Indicate the status of various voice/alarm speaker zones and the status of firefighters' two-way telephone communication zones.
  3. Preamplifiers, amplifiers, and tone generators shall automatically transfer to backup units, on primary equipment failure.
- L. Printout of Events: On receipt of signal, print alarm, supervisory, and trouble events. Identify zone, device, and function. Include type of signal (alarm, supervisory, or trouble) and date and time of occurrence. Differentiate alarm signals from all other printed indications. Also, print system reset event, including same information for device,

location, date, and time. Commands initiate the printing of a list of existing alarm, supervisory, and trouble conditions in the system and a historical log of events.

- M. Primary Power: Obtained from dedicated 120-V ac service and a power-supply module. Initiating devices, notification appliances, signaling lines, trouble signals, supervisory and digital alarm communicator transmitters shall be powered by 24-V dc source.
1. Power supply modules shall have a continuous rating adequate to power all equipment and functions in full alarm continuously. All modules and drivers must be able to withstand prolonged short circuits in the field wiring, either line-to-line or line-to-ground, without damage. Further, the power supply shall be expandable for additional notification appliance power in 3.0 Ampere increments.
  2. Alarm current draw of entire fire-alarm system shall not exceed 80 percent of the power-supply module rating.
  3. Primary power source shall be identified FIRE ALARM SYSTEM with a red and white engraved plastic sign permanently affixed to the face of the switch. Install lock clips on circuit breakers in the "ON" position.
- N. Secondary Power: 24-V dc supply system with batteries, automatic battery charger, and automatic transfer switch for system operation in the event of primary power source failure. Transfer from normal to auxiliary (secondary) power or restoration from auxiliary to normal power shall be automatic and shall not cause transmission of a false alarm.
1. Batteries: Maintenance-free, rechargeable, sealed, gel cell with rated lifespan of 10 years.
  2. Provide sufficient capacity to operate the complete alarm system in normal, supervisory, or trouble conditions, including audible trouble signal devices, mode for a period of 24 hours. Following this period of operation on battery power, the battery shall have sufficient capacity to operate all components of the system, including all alarm notification devices in alarm mode for a period of 15 minutes. Battery capacity must include a 25% safety factor.
  3. Locate batteries either within the control panel or in a separate substantial steel cabinet, finished on inside and outside with enamel paint. Provide a non-corrosive base and cylinder lock keyed to match FACP. Separate cells to prevent contact between terminals of adjacent cells and between terminals and other metal parts. If providing separate battery cabinet, identify as FIRE ALARM SYSTEM BATTERY CABINET with a red and white engraved plastic sign permanently affixed to the face of the panel.
  4. Battery Charger: Provide solid state automatic float type, capable of dual rate charging techniques for fast battery recharge. Locate charger within the control panel or within the battery cabinet. Provide voltmeter and ammeter to indicate battery voltage and charging current.
- O. Enclosure: The FACP shall be housed in a 3rd party listed cabinet suitable for surface or semi-flush mounting. Cabinet and front shall be corrosion protected, given a rust-resistant prime coat, and manufacturer's standard finish. The door shall provide a key lock and shall include a glass or other transparent opening for viewing of all indicators. For convenience, the door may be hinged on either the right or left side (field selectable).

- P. Instructions: Computer printout or typewritten instruction card mounted behind a plastic or glass cover in a stainless-steel or aluminum frame. Include interpretation and describe appropriate response for displays and signals. Briefly describe the functional operation of the system under normal, alarm, and trouble conditions.
- Q. The fire alarm control panel shall be provided with the following additional features:
1. Upload/Download to PC computer
  2. Charger Rate Control
  3. Drift Compensation
  4. Automatic Day/Night Sensitivity Adjust
  5. Device Blink Control
  6. Pre-Alarm Control Panel Indication
  7. Trouble Reminder
  8. NFPA 72 Smoke Detector Sensitivity Test
  9. System Status Reports
  10. Periodic Detector Test
  11. Alarm Verification, by device, with tally
  12. Non-Alarm Module Reporting
  13. Block Acknowledge
  14. Smoke Detector Maintenance Alert
  15. Control by Time

## 2.6 MANUAL FIRE-ALARM BOXES

- A. General Requirements for Manual Fire-Alarm Boxes: Comply with UL 38. Boxes shall be finished in red with molded, raised-letter operating instructions in contrasting color; shall show visible indication of operation; and shall be mounted on recessed outlet box. If indicated as surface mounted, provide manufacturer's surface back box.
1. Double-action mechanism requiring two actions to initiate an alarm, pull-lever type with visual indication operation; with screw terminals and integral addressable module arranged to communicate manual-station status (normal, alarm, or trouble) to fire-alarm control unit. When the station is operated, the handle shall lock in a manner showing visual indication of operation.
  2. Station Test/Reset: Key-operated test/reset switch. Stations shall be keyed alike with the fire alarm control panel.
  3. Manual pull stations that initiate an alarm condition when opening the unit are not acceptable.
  4. Indoor Protective Shield: Where indicated on drawings, provide factory-fabricated, clear plastic enclosure hinged at the top to permit lifting for access to initiate an alarm. Lifting the cover actuates an integral battery-powered audible horn intended to discourage false-alarm operation.
  5. Weatherproof Protective Shield: Where indicated on drawings, provide factory-fabricated, clear plastic enclosure hinged at the top to permit lifting for access to initiate an alarm.

## 2.7 SYSTEM SMOKE AND HEAT DETECTORS

### A. General Requirements for System Detectors:

1. Comply with UL 268 7th edition for smoke detectors
2. Comply with UL 521 for heat detectors
3. Operating at 24-V dc, nominal.
4. Detectors shall be minimum two-wire type.
5. Integral Addressable Module: Arranged to communicate detector status (normal, alarm, or trouble) to fire-alarm control unit through a signaling line circuit (SLC). Provide an address-setting means.
6. Device Identification: Detectors shall store an internal identifying type code that the control panel shall use to identify the type of device.
7. Base Mounting: Detector and associated electronic components shall be ceiling mounted in a twist-lock module that connects to a fixed base. Provide terminals in the fixed base for connection to building wiring. The base shall have integral terminal strips for circuit connections, rather than wire pigtails.
8. Self-Restoring: Detectors do not require resetting or readjustment after actuation to restore them to normal operation.
9. Integral Visual-Indicating Light: dual LED type. LEDs shall flash under normal conditions, indicating that the device is operational and in regular communication with the control panel. The flashing mode operation of the detector LEDs shall be optional through the system field program.
10. Remote Control: Unless otherwise indicated, detectors shall be digital-addressable type, individually monitored at fire-alarm control unit for calibration, sensitivity, and alarm condition and individually adjustable for sensitivity by fire-alarm control unit.
  - a. Rate-of-rise temperature characteristic of combination smoke- and heat-detection units shall be selectable at fire-alarm control unit for 15 or 20 deg F (8 or 11 deg C) per minute.
  - b. Fixed-temperature sensing characteristic of combination smoke- and heat-detection units shall be independent of rate-of-rise sensing and shall be settable at fire-alarm control unit to operate at 135 or 155 deg F (57 or 68 deg C).
  - c. Multiple levels of detection sensitivity for each sensor.
  - d. Sensitivity levels based on time of day.
  - e. Compensate for detector sensitivity changes due to ambient conditions and dust build-up within detectors.
11. Test Means: The detectors shall provide a test means whereby they will simulate an alarm condition and report that condition to the control panel. Such a test may be initiated at the detector itself (by activating a magnetic switch) or initiated remotely on command from the control panel when in the "test" condition. Actual or synthetic smoke must be used during the 100% testing to assure smoke entry into the sensing chamber.

### B. Photoelectric Smoke Detectors:

1. Photoelectric smoke detectors shall use the photoelectric (light-scattering) principal to measure smoke density and shall, on command from the control panel, send data to the panel representing the analog level of smoke density.

2. Detector address shall be accessible from fire-alarm control unit and shall be able to identify the detector's location within the system and its sensitivity setting.
3. An operator at fire-alarm control unit, having the designated access level, shall be able to manually access the following for each detector:
  - a. Primary status.
  - b. Device type.
  - c. Present average value.
  - d. Present sensitivity selected.
  - e. Sensor range (normal, dirty, etc.).

C. Ionization Smoke Detector:

1. Ionization smoke detectors shall use the dual-chamber ionization principal to measure products of combustion and shall, on command from the control panel, send data to the panel representing the analog level of products of combustion.
2. Detector address shall be accessible from fire-alarm control unit and shall be able to identify the detector's location within the system and its sensitivity setting.
3. An operator at fire-alarm control unit, having the designated access level, shall be able to manually access the following for each detector:
  - a. Primary status.
  - b. Device type.
  - c. Present average value.
  - d. Present sensitivity selected.
  - e. Sensor range (normal, dirty, etc.).

D. Duct Smoke Detectors: Photoelectric type complying with UL 268A.

1. Detector address shall be accessible from fire-alarm control unit and shall be able to identify the detector's location within the system and its sensitivity setting.
2. An operator at fire-alarm control unit, having the designated access level, shall be able to manually access the following for each detector:
  - a. Primary status.
  - b. Device type.
  - c. Present average value.
  - d. Present sensitivity selected.
  - e. Sensor range (normal, dirty, etc.).
3. Weatherproof Duct Housing Enclosure: NEMA 250, Type 4X; NRTL listed for use with the supplied detector for smoke detection in HVAC system ducts.
4. Each sensor shall have multiple levels of detection sensitivity.
5. Sampling Tubes: Design and dimensions as recommended by manufacturer for specific duct size, air velocity, and installation conditions where applied.

E. Heat Detectors

1. Heat detectors shall use an electronic sensor to measure thermal conditions caused by a fire and shall, on command from the control panel, send data to the panel representing the analog level of such thermal measurements.



2. Temperature sensors shall test for and communicate the sensitivity range of the device.
  3. Heat Detector, Combination Type: Actuated by either a fixed temperature of 135 deg F (57 deg C) or a rate of rise that exceeds 15 deg F (8 deg C) per minute unless otherwise indicated.
  4. Heat Detector, Fixed-Temperature Type: Used in elevator machine rooms or hoist ways, select temperature rating nominal 10 degrees F less than the adjacent fire sprinkler.
- F. Multicriteria Detectors
1. Automatically adjusts its sensitivity by means of drift compensation and smoothing algorithms. The detector shall send trouble alarm if it is incapable of compensating for existing conditions.
  2. The outputs of the analog sensors shall be transformed into digital signals that are combined and processed by special algorithms. The computations shall be designed to discriminate between normal ambient changes in a building and those changes associated with a fire.
  3. Test button tests all sensors in the detector.
  4. Provide photoelectric smoke detection, ionization smoke detection and rate of rise thermal detection.

## 2.8 CARBON MONOXIDE DETECTORS

- A. General: Carbon monoxide detector listed for connection to fire-alarm system.
1. Mounting: Adapter plate for outlet box mounting.
  2. Testable by introducing test carbon monoxide into the sensing cell.
  3. Detector shall provide alarm contacts and trouble contacts.
  4. Detector shall send trouble alarm when nearing end-of-life, power supply problems, or internal faults.
  5. Comply with UL 2075.
  6. Locate, mount, and wire according to manufacturer's written instructions.
  7. Provide means for addressable connection to fire-alarm system.
  8. Test button simulates an alarm condition.

## 2.9 NOTIFICATION APPLIANCES

- A. General Requirements for Notification Appliances: Connected to notification-appliance signal circuits, zoned as noted, equipped for mounting as indicated, and with screw terminals for system connections.
1. Combination Devices: Factory-integrated audible and visible devices in a single-mounting assembly, equipped for mounting as indicated, and with screw terminals for system connections.
- B. Devices located in a damp or wet location shall be listed for environment.

- C. Devices located in sleeping areas shall produce a low frequency alarm signal that has a fundamental frequency of 520Hz +/- 10% and shall be a square wave or provide equivalent awakening ability.
- D. Audible/Visual Combination Devices shall comply with all applicable requirements for both Speaker Voice/Tone Notification and Visible Notification Appliances.
- E. Visible Notification Appliances: Xenon strobe lights complying with UL 1971, with clear or nominal white polycarbonate lens mounted on an aluminum faceplate. The word "FIRE" is engraved in minimum 1-inch- high letters on the lens.
1. Rated Light Output:15/30/75/110 cd, selectable from the fire alarm control unit or in the field.
  2. Voltage: 24VDC nominal
  3. Mounting: Wall mounted to standard electrical box unless otherwise indicated.
  4. For units with guards to prevent physical damage, light output ratings shall be determined with guards in place.
  5. Flashing shall be in a temporal pattern, synchronized with other units. Maximum pulse duration: 2/10ths of one second.
  6. Strobe Leads: Factory connected to screw terminals.
  7. Mounting Faceplate: Factory finished, red.
- F. Speaker Voice/Tone Notification Appliances:
1. Comply with UL 1480.
  2. Speakers for Voice Notification: Locate speakers for voice notification to provide the intelligibility requirements of the "Notification Appliances" and "Emergency Communications Systems" chapters in NFPA 72.
  3. Speaker Operating Voltage: 25V or 70V.
  4. Mounting: Flush onto standard 4" square backbox.
  5. Rated sound pressure level of 84dBA at 10 feet for 1-watt tap.
  6. Matching Transformers: Tap range at 1/4-watt, 1/2-watt, 1-watt, and 2-watt. Speakers shall be tapped at 1 watt for design purposes.
  7. Devices located in sleeping rooms shall be listed to produce high fidelity 520Hz low frequency output in accordance with UL464 and NFPA 72 requirements.
- G. Horn-Type Notification Appliances:
1. Electric-vibrating-polarized type, 24 V(dc); with provision for housing operating mechanism behind grille. Comply with UL 464.
  2. Provide an audible output of 85 dBA at 10 ft. when measured in reverberation room per UL-464, and have a selectable steady or synchronized temporal (3-3-3) output pattern.
  3. Mount in a 1-gang box, and protrude less than 1" from the finished wall. The word FIRE shall be prominently displayed on the housing.
  4. Horn power, horn silencing, and strobe synchronization shall be accomplished over a single pair of wires.
- H. Bell: vibrating type with 10" gong
1. Voltage: 24VDC

2. Mounting: Surface or Semi-flush on a standard 4" square electrical box
3. Suitable for wet locations

## **2.10 MAGNETIC DOOR HOLDERS**

- A. Description: Units are equipped for wall or floor mounting as indicated and are complete with matching doorplate. The door portion shall have a plated steel pivot mounted armature with shock absorbing nylon bearing.
1. Electromagnets: Require no more than 1 W to develop 35-lbf holding force.
  2. Wall-Mounted Units: Flush mounted in a single gang electrical box unless otherwise indicated.
  3. Rating: 24-V dc operating on power from the fire alarm control panel.
  4. Power source shall be supervised.
  5. Door hold open magnets shall be furnished with keepers, door chains, and other accessories as required to properly hold open doors as indicated on the Drawings.
- B. Material and Finish: Match door hardware.
- C. Operation: Under normal conditions, the magnets shall attract and hold the door open. Upon activation of the building fire alarm system, the devices shall be de-energized, thus releasing the doors on the circuit.

## **2.11 REMOTE ANNUNCIATOR**

- A. Description: Annunciator and messaging functions shall match those of fire-alarm control unit for alarm, supervisory, and trouble indications. Manual switching functions shall match those of fire-alarm control unit, including acknowledging, silencing, resetting, and testing.
1. Mounting: Flush cabinet, NEMA 250, Type 1.
  2. Annunciator shall communicate with the fire alarm control panel via an EIA-485 communications loop (four-wire) and shall individually annunciate all zones in the system. System zones shall be as indicated on the Drawings. Up to 10 annunciators may be connected to the EIA-485 communications loop.
- B. Annunciator Indicators: The annunciator shall provide a red Alarm LED per zone, and a yellow Trouble LED per zone. The annunciator shall also have an "ON-LINE" LED, local piezo sounder, local acknowledge/lamp test switch, and custom zone/function identification labels. Annunciator switches may be used for System control such as, Global Acknowledge, Global Signal Silence, and Global System Reset. All annunciator switches and indicators shall be software programmable.
- C. LCD Alphanumeric Display Annunciator: The Alphanumeric Display Annunciator shall be a supervised, remotely located back-lit LCD display containing a minimum of eighty (80) characters for alarm annunciation in clear English text. The LCD Annunciator shall display all alarms and trouble conditions in the system.

- D. **System Capacity:** The system shall allow a minimum of four LCD annunciators. In addition to annunciation functions, each LCD annunciator shall be capable of the following software programmed system functions: Acknowledge, Signal Silence and Reset.
- E. **Connections:** The annunciator shall connect to a two-wire EIA-485 interface. The two-wire connection shall be capable operation at distances of 6,000 feet. Provide interface to fiber optic cable systems and/or repeater units where such are indicated on the Drawings.

## 2.12 ADDRESSABLE INTERFACE DEVICE

- A. **General:**
  - 1. Include address-setting means on the module.
  - 2. Store an internal identifying code for control panel use to identify the module type.
  - 3. Listed for controlling HVAC fan motor controllers.
- B. **Monitor Module:** Microelectronic module providing a system address for alarm-initiating devices for wired applications. Addressable Monitor Modules shall be provided to connect one supervised zone (either Style D or Style B) of non-addressable Alarm Initiating Devices (any Normally Open [N.O.] dry contact device) to one of the Fire Alarm Control Panel Signaling Line Circuit Loops. Monitor modules shall be installed as required by the system configuration. All required monitor modules may not be shown on the Drawings.
  - 1. **Indication of Operation:** An LED shall be provided that shall flash under normal conditions, indicating that the Monitor Module is operational and in regular communication with the control panel.
  - 2. **Supervision:** Unless specifically noted otherwise on the drawings provide one monitor module for each sprinkler switch.
- C. **Addressable Control Module:** Addressable Control Modules shall be provided to supervise and control the operation of one conventional Notification Appliance Circuit (NAC) of compatible, 24 VDC powered, polarized Audio/Visual (A/V) Notification Appliances. For fan shutdown and other auxiliary control functions, the control module may be set to operate as a dry contract relay. The control module shall provide address-setting means. An LED shall be provided that shall flash under normal conditions, indicating that the control module is operational and is in regular communication with the control panel. If the voltage being controlled is 120 VAC or greater, an isolating 24 VDC relay shall be used.
  - 1. **Configuration:** The control module NAC circuit may be wired for Class A/B with up to 1 Amp of inductive A/V signal, or 2 Amps of resistive A/V signal operation, or as a dry contact (Form C) relay. The control module shall be suitable for pilot duty applications and rated for a minimum of 0.6 amps at 30 VDC. The relay coil shall be magnetically latched to reduce wiring connection requirements, and to ensure that 100% of all auxiliary relay or NACs may be energized at the same time on the same pair of wires. Designer shall confirm the relay contacts are rated for the attached load.

2. Power Source: Audio/visual power shall be provided by a separate supervised power loop from the main fire alarm control panel or from a supervised, 3rd party listed remote power supply. A/V power sources and connections are not shown on the Drawings.

## 2.13 DACT/CELLULAR COMMUNICATOR TRANSMITTERS

- A. Digital alarm communicator transmitter and cellular communicator shall be acceptable to the remote central station and shall comply with UL 864.
  1. DACT: Minimum of 4-channels, dual transmission link type.
  2. Cellular Communicator: 3G with 2G fall back cellular connection through the cellular module. Provide antenna extension kits where required to ensure a high-quality connection.
  3. Primary Path: DACT with analog telephone line
  4. Secondary Path: Cellular Communicator
- B. Functional Performance: Unit shall receive an alarm, supervisory, or trouble signal from fire-alarm control unit and automatically capture a telephone line and dial a preset number for a remote central station. When contact is made with central station(s), signals shall be transmitted. If connecting by POTS and service on either line is interrupted for longer than 45 seconds, transmitter shall initiate a local trouble signal and transmit the signal indicating loss of telephone line to the remote alarm receiving station over the remaining transmission line. Transmitter shall automatically report transmission channel restoration to the central station. If service is lost on both transmission channels, transmitter shall initiate the local trouble signal.
- C. The following signals shall be reported at a minimum:
  1. Fire Alarm
  2. Sprinkler Water Flow Alarm
  3. Fire Pump Running Alarm as a supervisory signal
  4. Fire Pump Abnormal Status Supervisory Signal
  5. Sprinkler Valve Tamper (Closed) Supervisory Signal
  6. Sprinkler Low Temperature / Air Pressure Supervisory Signal
  7. Fire Alarm System AC Power Trouble (only if 120vac interrupted for 1 to 8 hours)
- D. The precedence of DACT / signals transmitted to the Supervising Station shall be as follows:
  1. Fire Alarm
  2. Water flow
  3. Supervisory Signal
  4. Trouble Signal
- E. Local functions and display at the digital alarm communicator transmitter shall include the following:
  1. Verification that both telephone lines are available.
  2. Programming device.
  3. LED display.



4. Manual test report function and manual transmission clear indication.
  5. Communications failure with the central station or fire-alarm control unit.
- F. Secondary Power: Integral rechargeable battery and automatic charger.
- G. Self-Test: Conducted automatically every 24 hours with report transmitted to central station. Constant connection supervision and detects failures within 90 seconds for Cellular connection.

## 2.14 MISCELLANEOUS DEVICES

- A. Isolator Module: Isolator Modules shall be provided to automatically isolate wire-to-wire short circuits on an SLC loop. The Isolator Module shall limit the number of modules or detectors that may be rendered inoperative by a short circuit fault on the SLC Loop to 20 addressable devices. Modules must be readily accessible (not above ceiling) and clearly labeled.
1. Operation: Isolator Modules shall operate such that if a wire-to-wire short occurs, the Isolator module shall automatically open-circuit (disconnect) the SLC loop. When the short circuit condition is corrected, the Isolator Module shall automatically reconnect the isolated section. The Isolator Module's operations shall be totally automatic.
  2. The Isolator Modules shall provide a single LED that shall flash to indicate that the Isolator is operational and shall illuminate steadily to indicate that a short circuit condition has been detected and isolated.
- B. Water Flow Switch: Flow switches shall be integral, mechanical, non-coded, non-accumulative retard type. Flow switches shall have an alarm transmission delay time that is conveniently adjustable from 0 to 60 seconds. Initial settings shall be 30-45 seconds. Flow switches shall be located a minimum of one (1) foot from a fitting that changes the direction of the flow and a minimum of three (3) feet from a valve as required per NFPA 13. Installation: Water Flow Switches shall be connected by the Division 16 (Electrical) Contractor but furnished and installed by the Division 23 (Mechanical) Contractor.
- C. Sprinkler and Standpipe Valve Supervisory Switch: Supervisory switch mechanisms shall be contained in a weatherproof housing that shall provide a 3/4-inch tapped conduit entrance and shall incorporate the necessary facilities for attachment to the valves. Switch housing shall be finished in red baked enamel. Mounting: Mount switch so as not to interfere with the normal operation of the valve and adjust to operate within two revolutions toward the closed position of the valve control, or when the stem has moved no more than one-fifth of the distance from its normal position.
- D. Remote Annunciator Indicator Lights (RAIL): RAILS shall be provided with a key type switch for testing of the annunciated device. In addition. RAILS shall have the following features: Voltage: RAILS shall operate on 24 VDC nominal.

**2.15 SYSTEM PRINTER**

- A. Printer shall be listed and labeled as an integral part of fire-alarm system. Tractor feed type that uses ordinary (non-thermal) paper.
- B. The printer shall timestamp such printouts with the current time-of-day and date. The printer shall be standard carriage with 80-characters per line and shall use standard pin-feed paper. Thermal printers are not acceptable. The printer shall operate from a 120 VAC, 60 Hz power source. Provide table and stand for printer.

**2.16 DEVICE GUARDS**

- A. Description: Welded wire mesh of size and shape for the manual station, smoke detector, gong, or other device requiring protection. Factory fabricated and furnished by device manufacturer with painted finish to match the protected device.

**2.17 SURGE PROTECTION**

- A. On AC Input: A feed-through (not shunt-type) branch circuit transient suppressor such as Leviton 51020-WM-DIN, or Ditek DTK-120SRD 20 Amp or equivalent UL 1449 - Latest Edition Listed device.
- B. On DC Circuits Extending Outside Building: At a point near entry to the building provide "pi"-type filter on each leg, consisting of a primary arrestor, series impedance, and a fast-acting secondary arrestor that clamps at 30v-40v. Some acceptable models: Simplex 2081-9027, Simplex 2081-9028, Transtector TSP8601, Ditek DTK 2MHLP24BWB series, Citel America B280-24V, and Northern Technologies DLP-42. Submit data on others to the engineer for approval. UL 497B listing is normally a prerequisite for their consideration. Devices using only MOV active elements are not acceptable.

**PART 3 - EXECUTION****3.1 EXAMINATION**

- A. Examine areas and conditions for compliance with requirements for ventilation, temperature, humidity, and other conditions affecting performance of the Work.
  - 1. Verify that manufacturer's written instructions for environmental conditions have been permanently established in spaces where equipment and wiring are installed, before installation begins.
- B. Examine roughing-in for electrical connections to verify actual locations of connections before installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 EQUIPMENT INSTALLATION

- A. All equipment supplied must be specifically listed for its intended use and shall be installed in accordance with the manufacture's recommendations. The contractor shall consult the manufacturer's installation manuals for all wiring diagrams, schematics, physical equipment sizes, etc., before beginning system installation.
- B. The technician who makes final connections and programs the FACP is the "installer" even though most field connections to system devices and appliances are normally made by electrical contractor personnel. The responsibility for assuring a proper installation overall rests with this individual fire alarm system technician. In addition to doing the final hookups and activating the system, this individual is expected to check the field connections to assure all work is properly done. The absence of system "trouble" signals is not an adequate measure of the field wiring, which could have "T" taps, the wrong type of wire, improper terminations, ground (drain wire) issues, etc.
- C. Notification Appliance Circuit booster power supplies must be individually monitored by the FACP and protected by a smoke detector per NFPA 72. They shall not be located above a ceiling, or in non-conditioned space. A 24vdc power circuit serving addressable control relays must also be monitored for integrity. All fire alarm power supplies shall have 120-volts surge suppressors.
- D. Basic operating instructions shall be framed and permanently mounted at the FACP. (If the owner concurs, they may instead be affixed to the inside of the FACP's door.) In addition, the NFPA 72 "Record of Completion" must either be kept at the FACP, or its location shall be permanently indicated there by an engraved label. All System documentation shall be provided and housed in a Documentation Cabinet at the control panel or other approved location. (Per 2013 NFPA 72: 7.7.2)
- E. Comply with NFPA 72, NFPA 101, and requirements of authorities having jurisdiction for installation and testing of fire-alarm equipment. Install all electrical wiring to comply with requirements in NFPA 70 including, but not limited to, Article 760, "Fire Alarm Systems."
  - 1. Devices placed in service before all other trades have completed cleanup shall be replaced.
  - 2. Devices installed but not yet placed in service shall be protected from construction dust, debris, dirt, moisture, and damage according to manufacturer's written storage instructions.
- F. Install wall-mounted equipment, with tops of cabinets not more than 78 inches above the finished floor.
- G. All system components shall be attached to walls and ceiling/floor assemblies and shall be held firmly in place (e.g., detectors shall not be supported solely by suspended ceilings). Fasteners and supports shall be adequate to support the required load. Adhesives are not permitted to mount fire alarm system components to building surfaces or structure.
- H. Manual Fire-Alarm Boxes:

1. Install manual fire-alarm box in the normal path of egress within 60 inches of the exit doorway.
  2. Mount manual fire-alarm box on a background of a contrasting color.
  3. The operable part of manual fire-alarm box shall be between 42 inches and 48 inches above floor level. All devices shall be mounted at the same height unless otherwise indicated.
- I. Smoke- or Heat-Detectors:
1. Comply with the "Smoke-Sensing Fire Detectors" section in the "Initiating Devices" chapter in NFPA 72, for smoke-detector spacing.
  2. Comply with the "Heat-Sensing Fire Detectors" section in the "Initiating Devices" chapter in NFPA 72, for heat-detector spacing.
  3. Smooth ceiling spacing shall not exceed 30 feet.
  4. Spacing of detectors for irregular areas, for irregular ceiling construction, and for high ceiling areas shall be determined according to Annex A or Annex B in NFPA 72.
  5. HVAC: Locate detectors not closer than [36 inches (910 mm)] [60 inches (1520 mm)] from air-supply diffuser or return-air opening.
  6. Lighting Fixtures: Locate detectors not closer than 12 inches (300 mm) from any part of a lighting fixture and not directly above pendant mounted or indirect lighting.
  7. When installed in a room, detectors shall be oriented, so their alarm light is visible from the nearest door to the corridor, unless Remote Alarm Indicator Light (RAIL) equipped.
  8. Spot-type smoke detectors shall secure the head to the base thru the built-in locking device. For detector mounted within 12 feet of the floor, activate this lock after the system has been inspected and given final acceptance.
  9. Unless suitably protected against dust, paint, etc., spot type smoke detectors shall not be installed until the final construction clean-up has been completed. In the event of contamination during construction, the detectors must be replaced by the contractor at no additional cost to the Owner. Covers supplied with smoke detector heads do not provide protection against heavy construction dust, spray painting, etc., and must not be used for that purpose. They are suitable only during final, minor cleanup or touchup operations.
- J. Duct Smoke Detectors: Comply with NFPA 72 and NFPA 90A. Install sampling tubes so they extend the full width of duct. Tubes more than 36 inches (9100 mm) long shall be supported at both ends. The preferred method for providing support is to extend the intake tube through the far side of the duct, seal around the tube where it penetrates the duct wall and plug the end with a rubber stopper. This facilitates visual inspection and intake tube cleaning.
1. Do not install smoke detector in duct smoke-detector housing during construction. Install detector only during system testing and prior to final acceptance.
  2. All air duct/plenum detectors must have a Remote Alarm Indicator Lamp with test switch (RAILS) installed in the nearest corridor or public area and identified by an engraved label affixed to the wall or ceiling. Duct smoke detectors are permitted to be installed only inside an air duct. It is not appropriate to mount them in front of a return air opening. Duct detectors shall also be installed in a manner that

- provides suitable, convenient access for required periodic cleaning and calibration. The numbers of detectors per duct shall be per NFPA 72 requirements based on the size of the air duct, air duct configuration, air speed, and duct manufacture's installation requirements.
3. Each duct detector installation shall have a hinged or latched duct access panel, 12x12 inches minimum, for sampling tube inspection and cleaning. Indicate airflow direction on the duct, adjacent to the detector, using stencil or permanent decal.
  4. Duct smoke detector mounting position and air sampling tube orientation, are critical for proper operation. The Manufacturer's detailed installation instructions must be followed. The contractor shall mark the direction of air flow on the duct at each duct detector location.
  5. Avoid the use of duct detectors on outside air intakes, as this can lead to nuisance alarms and troubles from moisture and dust.
  6. A fire alarm panel output for a duct detector signal shall be as required by NC Building Codes and NFPA 72.
- K. Alarm Verification for Smoke Detectors: System shall provide as a feature an alternate signal processing algorithm to verify the presence of smoke. The algorithm shall be selectable during system programming. The total effective delay created by the verification algorithm shall not exceed 60 seconds. Do not activate alarm verification unless directed to do so by AHJ, Designer, or owner.
- L. When programming the system, activate the automatic drift compensation feature for all spot type smoke detectors. Systems with alarm verification are not to have this feature activated without written direction from the owner's representative or the AHJ. Alarm verification must not be used with multi-sensor/multi-criteria detectors under any circumstances, as inadequate system response may result. Most applications of analog addressable smoke detectors do not require alarm verification to reduce nuisance alarms, as they are better able to discriminate between fire and common non-fire ambient events. A short operational test with normal occupancy can determine if transient ambient events are a problem.
- M. Set spot-type smoke detector sensitivities to normal/medium, unless directed otherwise by the design engineer/owner's rep. High sensitivity may be appropriate in relatively benign, clean environments such as art museums and libraries, to improve system response time without causing nuisance alarms.
- N. Print a complete System Status and Programming Report after the above steps have been done. This must include the program settings for each alarm initiating device and the current sensitivity of each analog addressable smoke detector. This documentation shall be provided at the inspection.
- O. Addressable Interface Modules:
1. Addressable interface modules (used to monitor all contact type initiating devices) must be in a conditioned space, unless they are tested, listed, and marked for continuous duty across the range of temperatures and humidity expected at their installed location.
  2. One module may serve as many as 6 heat detectors, in a single space.



3. Sprinkler system supervisory circuits for monitoring valve position, air pressure, water temperature, pump status, etc., must cause distinct audible and visible indications at the FACP.
- P. Air Handling Unit (AHU) Shutdown
1. A supervised "AHU Shutdown Defeat" switch must be provided in/adjacent to the FACP with an informative engraved label at the FACP about this function. The switch must cause a system "trouble" indication when it's placed in the off-normal ("Shutdown Defeated") position. This is to provide the owner with a convenient means to temporarily resume HVAC operation in the event an unwanted alarm will not clear, prior to arrival of the fire alarm service technician, or for testing purposes.
  2. All shutdown relays must be directly controlled and monitored by the fire alarm system. The Building Automation System (BAS) shall not be used for life safety functions unless the BAS is supervised by the Fire Alarm System for off normal conditions. Relays should be wired fail safe.
- Q. Graphic Annunciator: Provide LED type "zone" annunciator at the FACP. As a minimum, this annunciator is to indicate the specific type of alarm or supervisory signal (smoke detector, water flow, sprinkler valve closed, etc.), for groups of addressable devices. The area ("zone") that is represented by each LED shall not exceed 1 floor or 22,500 square feet and must not cross building fire walls or smoke compartments.
1. The LED annunciator is permitted to be omitted if the FACP has a multi-line display that automatically defaults to displaying the first alarm, plus the first 3 (minimum) water flow alarms and the last alarm. This is permitted to be done using 2 automatically alternating screens. If there is no sprinkler system, program the FACP to show the first 4 alarms plus the last alarm received.
- R. Elevator Shafts: Coordinate heat detector temperature rating and location with sprinkler rating and location.
- S. Shunt Trip Monitoring: The fire alarm system shall monitor 120-VAC power to shunt trip breakers used in conjunction with fire suppression systems. Use an addressable monitor module to accomplish this supervisory function. Provide a breaker handle lock-on device on circuits used for shunt trip power.
- T. Sleeping/Dwelling Unit Smoke Detectors: Where more than one smoke alarm is installed within a dwelling or dorm unit, they shall be connected so that the operation of any smoke alarm causes the local alarm in all areas of the dwelling or suite to sound. Any common area alarm that activates the general alarm throughout the building, shall also activate notification devices in sleeping and dwelling units.
- U. Remote Status and Alarm Indicators: Install in a visible location near each smoke detector, sprinkler water-flow switch, and valve-tamper switch that is not readily visible from normal viewing position.
- V. Audible and Visible Alarm-Indicating Devices:
1. Comply with NFPA 72, the State Building Code, and ANSI 117 criteria for intensity and placement. The standard audible evacuation signal is the ANSI S3.41 three-pulse temporal pattern.

2. Install wall devices with entire lens between 80-inches and 96-inches above the floor but not less than 6 inches below the ceiling. Install devices on flush-mounted back boxes with the device-operating mechanism concealed behind a grille. Install all devices at the same height unless otherwise indicated.
  3. The location of all end of line devices shall be labeled on the device, with NAC panel number and NAC circuit number, and recorded on the "As-built" drawings. EOL shall not be located more than 12-feet above finished floor.
- W. Automatic Smoke Door and Automatic Electric Lock Interface:
1. Wall-mounted magnetic door holders and separate heavy-duty closers shall be used, instead of combination door control units. The electromagnets shall be controlled by the building's smoke detection system FACP. Individual smoke detector auxiliary contacts shall not be used to release door holders.
  2. Door Holders: locate armature 6" down from top and 6" in from strike side of leaf. Where door swing prevents direct contact between armature and holder pole piece, provide plated chain to close gap as tightly as possible. Verify holder positioning with architect prior to mounting any devices.
  3. Smoke doors are permitted to be held open by 24vdc wall/floor-mounted magnets powered by the FACP and released upon alarm. The resulting current drain shall be included in the standby battery calculations or the system must be programmed to drop the door hold-open magnet load within 60 seconds after loss of 120vac power.
  4. Automatic door locks controlled by the system must be either fail safe magnetic locks or failsafe electro-mechanical with reverse bevel dead bolts.
  5. All locked protected doors must immediately unlock upon fire alarm, loss of AC power, disablement of the fire alarm system (defined as loss of 24 VDC power) or upon manual operation of an unlock switch at a constantly attended location.
  6. For life safety reasons, any exit or exit access doors that are locked to delay egress, in accordance with the NC Building Code, must utilize one of the following types of locking hardware:
    - a. Magnetic Lock (fail-safe) utilizing a 24vdc magnet and contact plate
    - b. Electro-Mechanical Lock (fail-safe) with reverse bevel type dead bolt
  7. Where installed on smoke or fire doors, power failure shall cause these mechanisms to default to the egress mode with normal mechanical latching. This is to assure the smoke or fire doors continue to perform their vital function in a power failure situation, instead of swinging open and allowing the passage of smoke and fire between compartments.
- X. Sprinkler System Interface:
1. The following sprinkler system alarm and supervisory functions shall be provided as a part of the fire alarm system:
    - a. Water flow alarm, by sprinkler zone (not to exceed one floor).
    - b. Supervision of each control valve.
    - c. Supervision of air pressure, if used (both high and low).
    - d. Supervision of fire pump.
    - e. Hot Box low temperature.
    - f. Elevator shunt trip power off. Provide breaker clip on circuit breaker used for elevator shunt trip power.

2. Sprinkler supervisory monitoring of flow switches, tamper switches, and similar functions shall be accomplished with a separate system address for each activity monitored.
- Y. Device Location-Indicating Lights: Locate in public space near the device they monitor.
- Z. Provide wire guards for all devices in areas where prone to physical damage such as gyms. Wireguards shall allow for proper clearance around devices.
- AA. Where the anticipated atmosphere or installation conditions require weather-proof, explosion-proof or other specially housed devices, they shall be U.L.-listed and NFPA-compliant and provided as indicated or required. Verify installation conditions and indicate type of device on shop drawing submission. Provide weather-proof device and backbox.
- BB. Surge Protection:
1. For each AC power circuit that interfaces with fire alarm equipment, install an AC suppressor in a listed enclosure near the electrical panelboard, and trim excess lead lengths. Wind small coil in the branch circuit conductor just downstream of the suppressor connection. Coil to be 5 to 10 turns, about 1" diameter, and securely tie-wrapped. This series impedance will improve the effectiveness of the suppressor in clipping fast rise time voltage transients.
  2. On DC Circuits Extending Outside Building: Install the surge arrestor in a labeled enclosure near the point of entry to or exit from each building.
- CC. Printer: Provide 120VAC connection and install in location selected by the owner (often beside FACP).
- DD. Supervision required: The connection between individual addressable modules and their contact type initiating device(s) must be supervised.
- EE. Alarm Transmission: Connect each DACT to the telephone lines, program, and verify proper signal receipt by the Supervising Station. The transmission means shall comply with NFPA 72.

### **3.3 PATHWAYS AND CONDUCTORS**

- A. All alarm and signal wiring shall be in accordance with the manufacturer's recommendations and installed in open cabling supports above an accessible ceiling or in an approved raceway specified in Division 26.
- B. All junction boxes containing fire alarm conductors shall be colored with red enamel paint and manufactured to designate "Fire Alarm". All junction box covers shall be painted red on both sides. The interior of junction boxes shall not be painted.
- C. All surface boxes shall be as manufactured by the device manufacturer for the installed device and shall match devices in size.

- D. All conduits that penetrate outside walls from air-conditioned space must have internal sealing (duct-seal), to prevent condensation from infiltrating humid air.
- E. All the circuits in the system shall be wired with 14 AWG, minimum, stranded copper, THHN/THWN conductor, installed in metallic conduits.
- F. Detection or alarm circuits must not be included in raceways containing AC power or AC control wiring. Within the FACP, any 120 VAC control wiring or other circuits with an externally supplied AC/DC voltage above the nominal 24 VDC system power must be properly separated by a minimum of .25 inches per NEC, from other circuits, and the enclosure must have an appropriate warning label, to alert service personnel to the potential hazard. Reference NEC 760.136.
- G. Systems with one or more addressable sub-panels that (1) have an integral addressable loop controller, or (2) monitor multiple non-addressable initiation zones, shall comply with the NFPA 72 requirements for Class "A" circuits for their networking cables.
- H. There shall be no splices in the system other than at device terminal blocks, or on terminal blocks in cabinets. "Wire nuts" and crimp splices will not be permitted. All terminal block screws shall have pressure wire connectors of the self-lifting or box lug type.
- I. All circuits leaving the riser on each floor shall feed through a labeled terminal block in a hinged enclosure accessible from the floor. If building layout requires the terminal cabinet to be above a drop ceiling, its location must be clearly and permanently identified with a placard readable from floor. Terminal block screws shall have pressure wire connectors of the self-lifting or box lug type.
- J. Isolation Modules: To minimize wiring fault impact, isolation modules shall be provided in all the locations listed below.
  - 1. In or immediately adjacent to the FACP, at each end of the addressable loop. These two isolators must be in the same room and within 15 feet of the FACP.
  - 2. After each 20 initiating devices and control points on the addressable loop, or a lesser number where recommended by the manufacturer.
  - 3. For loops with less than 20 devices and control points, install an isolator at the approximate middle of the loop (in addition to those at the FACP).
  - 4. Near the point any addressable circuit extends outside the building, except for those attached to the building exterior walls and well sheltered by walkways.
  - 5. For loops covering more than one floor, install isolator at terminal cabinet on each floor (with additional isolator[s] on any floor with over 20 addresses).
  - 6. Each isolation module must be clearly labeled, readily accessible for convenient inspection (not above a lay-in ceiling), and shown on as-built drawings
- K. All wiring shall be checked for grounds, opens, and shorts, prior to termination at panels and installation of detector heads. The minimum resistance to ground or between any two conductors shall be ten (10) megohms, as verified with an insulation tester. Provide advanced notice to the Engineer of record of these tests.

### 3.4 CONNECTIONS

- A. For fire-protection systems related to doors in fire-rated walls and partitions and to doors in smoke partitions, connect hardware and devices to fire-alarm system.
  - 1. Verify that hardware and devices are listed for use with installed fire-alarm system before making connections.
- B. Coordinate connections to electronic access-controlled doors with door hardware specifications and actual door hardware. Provide all connections for release of locking mechanisms in egress paths as required.
- C. Verify exact connection requirements to all equipment and devices of other trades with those trades prior to ordering equipment.
- D. Make addressable connections with a supervised interface device to the following devices and systems. Install the interface device less than 36 inches from the device controlled. Make an addressable confirmation connection when such feedback is available at the device or system being controlled.
  - 1. Smoke dampers in air ducts of designated HVAC duct systems.
  - 2. Magnetically held-open doors.
  - 3. Electronically locked doors.
  - 4. Alarm-initiating connection to elevator recall system and components.
  - 5. Supervisory connections at each valve supervisory switches.
  - 6. Supervisory connections at low-air-pressure switch of each dry-pipe sprinkler system.
  - 7. Supervisory connections at elevator shunt-trip breaker.
  - 8. Supervisory connections at fire-pump power failure including a dead-phase or phase-reversal condition.
  - 9. Supervisory connections at fire-pump engine control panel.

### 3.5 IDENTIFICATION

- A. Identify all system components, wiring, cabling, and terminals.
- B. Box covers shall be labeled to indicate the circuit(s) or function of the conductors contained therein. Labels shall be neatly applied black lettering on a clear background. Handwritten labels or labels made from embossed tape are not acceptable.
- C. All fire alarm wiring shall be color coded to match existing color scheme, which shall be maintained throughout the system, without any color changes in the wire:
- D. Permanent wire markers shall be used to identify all connections at the FACP and other control equipment, at power supplies, and in terminal cabinets.
- E. Identification of individual detectors is required. Assign each a unique number as follows, in sequence starting at the FACP: (Addressable Loop # -- Device #) Show on the as-built plans, and permanently mount on each detector's base so that it's readable



standing on the floor below without having to remove the smoke detector. Exception: For detectors with housings (i.e., air duct, projected beam, air sampling, flame), apply the identification to a suitable location on exterior of their housing. Device labels may not be affixed to the device. Identification labels must be printed labels with black lettering on a clear background. Handwritten labels or labels made from embossed tape are not acceptable.

- F. Loop 1 shall be assigned to the lowest level devices and loop number shall increase with floor number. Device numbering starts in the same location on each floor and increase accordingly as circuit location increases.
- G. Install framed instructions in a location visible from fire-alarm control unit.
- H. Floor Plans with Device Numbers: A copy of the floor plans shall be provided in the Documentation Cabinet at the control panel. A separate sheet shall be provided for each floor. Plans shall be reduced in size from engineering plans in order to fit on 11 x 14 sheets. All device addresses shall be clearly labeled on plans. Indicate locations of all cabinets, modules and end of line device.
- I. Provide an engraved label on outside of the FACP door identifying its 120-vac power source, as follows: Panelboard location, panelboard identification, and branch circuit number. On inside of FACP door, indicate panelboard location.
- J. Provide an engraved label at each fire alarm system control unit, system sub-panel or data gathering panel, supplementary notification appliance (NAC) panel, digital alarm communicator, etc. identifying the panel location, panel name, and breaker number for the 120VAC circuit.
- K. The branch circuit breaker(s) supplying 120VAC power to the system must be physically protected by a breaker handle lock-on device and each must be identified with a 1/4" permanent red dot applied to handle or exposed body area.

### **3.6 GROUNDING**

- A. Ground fire-alarm control unit and associated circuits; comply with IEEE 1100. Install a ground wire from main service ground to fire-alarm control unit.
- B. Ground shielded cables at the control panel location only. Insulate shield at device location.

### **3.7 FIELD QUALITY CONTROL**

- A. Upon completion of the installation the Contractor and the Manufacturer's authorized installer and designer together shall conduct a 100% performance test of every alarm initiating device for proper response. The system shall operate for 48 hours prior to start of test. The Contractor shall be present for the full 100% test. The person responsible for programming the system must be present.

- B. Provide written notice to all concerned parties 7-days prior to testing. All Audio-Visual Device Testing shall be scheduled with the owner.
- C. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and equipment installations, including connections. The manufacturer's authorized representative shall provide on-site supervision of installation, and shall perform the initial "power-up" of the system after they have thoroughly checked the installation.
- D. 100% Test: The manufacturer or authorized service representative must 100% test all site-specific software functions for the system and then provide a detailed report or check list showing the system's operational matrix. This documentation must be part of the "System Status and Programming Report". Provide an alarm and trouble history printout, documenting this 100% test.
1. Upon completion of the installation and its programming, the installer's technician shall test every alarm initiating device for proper response and indication, and all alarm notification appliances for effectiveness. Also, in coordination with the other building system contractors, all other system functions shall be verified, including (where applicable) elevator capture and the control of HVAC systems, door locks, pressurization fans, fire or smoke doors/dampers/shutters, etc.
  2. If AHU shutdown occurs for any alarm, then the matrix would indicate the specific control relay(s) for that function being commanded to operate for alarm from any initiating device. If a rolling steel fire door is to drop only upon water flow alarm from its sprinkler zone, or upon any two spot smoke detectors in adjacent spaces being simultaneously in alarm, the matrix would show the door's control relay activating upon alarm from the applicable water flow switch(es), or from any two smoke detectors in the selected spaces (AND gate)
  3. The digital communicator shall be on-line and tested for proper communication to the receiving station.
  4. All supervised circuits must also be tested to verify proper supervision. (Control circuits and remote annunciation lines are among those required to be supervised.)
  5. All testing described above shall be repeated if subsequent software or wiring modifications are determined necessary to meet the requirements of the contract documents. Such re-testing shall be included as part of the base bid and provided at no additional cost to the Owner.
  6. The contractor shall verify the voltage drop of each NAC circuit by testing and recording the voltage at the origin and at the EOL for each NAC circuit, under battery power only. Prior to conducting these tests, the contractor shall verify the candela settings of all strobes. Provide documentation of these tests at the final inspection.
- E. Test Documentation: The installer must fill out and submit the following documentation to the owner, through the engineer, prior to the AHJ's system acceptance inspection:
1. Written verification that this 100% system test was done with copy of print out generated during test.
  2. The NFPA 72, "Record of Completion" Form. Use this form (no substitutes) to detail the system installation and to certify that: (a.) It was done per Code, and (b.) The Code required 100% test was performed. The fire alarm installer (manufacturer or authorized distributor's technician) must sign this form. If a

- representative of the AHJ, owner, or engineer witnesses the tests, in whole or in part, they must also sign the form to signify that fact only (annotating the form as needed to clarify their limited role).
3. For buildings with a smoke control or smoke purge system, an HVAC balance report, in the smoke control / smoke purge mode.
  4. The System Status and Programming Report described in NFPA 72. This must be generated on the day of the system acceptance inspection and shall include the measured sensitivity of each smoke detector.
  5. The purpose of doing Item (4) on the day of the inspection is to assure detector sensitivity has not been affected by construction dust. Prudent contractors will have taken measures to prevent detector contamination during construction and will also have had the system do a detector sensitivity test and printout prior to the day of the inspection, to make certain all devices are properly programmed and operating within their limits.
- F. After completion of the 100% system test and submission of documentation as described above the installer is to request the engineer to set up an inspection. The system must operate for at least two days prior to this inspection. The responding Fire Department shall be notified of this, for pre-fire planning purposes. On local government projects, local fire authorities may also want to participate in system acceptance inspections.
- G. FINAL INSPECTION: The fire alarm system will be inspected, with portions of it functionally tested. This will normally include the use of appropriate means to simulate smoke for testing detectors, as well as functionally testing the system interface with building controls, fire extinguishing systems and any off-premises supervising station. Operation of any smoke removal system will be checked as instructed by the AHJ. This statistical (sampling) inspection is intended to assure that the contractor has properly installed the system and performed the 100% operational test as required by NFPA 72. The electrical contractor shall provide two-way radios, ladders, keys for resetting elevators and other equipment, and any other materials needed for testing the system, including a suitable smoke source. The Fire Alarm Contractor's technician that programmed the system, shall be present on the day of the inspection(s).
1. Smoke control and smoke management systems are normally tested by measuring air flow rates and pressure differentials, plus observing any effect the system has on the operation of exit, elevator, and stairway doors. Testing with smoke "bombs" (smoke candles) is NOT appropriate because they produce cold chemical smoke that lacks buoyancy and, therefore, does not rise like the smoke from a fire.
  2. The test will be conducted entirely by the Contractor. A copy of the final database software must be presented to the Owner before this test. The software shall be loaded from these disks into the system in the presence of the Owner. The review will then be conducted using this software. Any deficiencies shall be recorded and corrected. After the items have been corrected, the system shall be tested again.
  3. In the event of malfunctions or excessive nuisance alarms, the Contractor must take prompt corrective action. The Owner may require a repeat of the Contractor's 100% system test, or other inspections.
  4. Test Report: Upon successful completion of the Inspection and after the correction of all deficiencies, the manufacturer's authorized representative shall issue a test report to the Engineer and Owner, detailing and certifying the test.

5. System Acceptance: After successful completion of the Final Inspection and recommendation of the Engineer, the system will be accepted by the Owner. At this time the warranty period begins.

H. Fire-alarm system will be considered defective if it does not pass tests and inspections.

### **3.8 DEMONSTRATION**

A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain fire-alarm system.

B. The manufacturer's authorized representative must instruct the owner's designated employees in operation of the system, and in all required periodic maintenance. A minimum of 8 hours on-site time will be allocated for this purpose. Two copies of a written, bound summary will be provided, for future reference.

C. Scheduling of training must be arranged to meet the Owner's schedule. Additional training shall be available at a cost to be mutually agreed upon by the Owner and the Contractor.

D. Training shall be in the Owner's provided classroom.

E. The training may not be waived, deleted or reduced in the number of hours required.

F. Training shall cover as minimum the following topics:

1. Preventive maintenance service techniques and schedules, including historical data trending of alarm and trouble records.
2. Overall system concepts, capabilities, and functions. Training shall be in depth, so that the owner shall be able to take any device out of service and return any device to service without need of Manufacturer's approval or assistance.
3. Explanation of all control functions, including training to program and operate the system software.
4. Methods and means of troubleshooting and replacement of all field wiring devices.
5. Methods and procedures for troubleshooting the main fire alarm control panel, including field peripheral devices as to programming, bussing systems, internal panel and unit wiring, circuitry and interconnections.
6. Manuals, drawings, and technical documentation. Actual system software used for training shall be provided in digital form and shall be left with the Owner at the completion of training for the Owner's use in the future.

G. A receipt shall be obtained from the Owner that this has been accomplished, and a copy included in the close-out documents.

H. Contractor and manufacturer shall be required to accompany the engineer on a complete system verification after the installation has been certified. This shall include physically testing each device and reviewing descriptive device readout.

**END OF SECTION 264600**