

SPECIFICATIONS

CRENSHAW COUNTY SPORTSPLEX

(PHASE 3 – BUILDING
CONSTRUCTION)

LUVERNE , AL

LWCF PROJECT NO. 22-LW-1086

ARCHITECT PROJECT # 22-42

DATE: 10-25-24

OWNER:
CRENSHAW COUNTY COMMISSION
P.O. BOX 227
LUVERNE, AL 36049



FOSHEE ARCHITECTURE
21 S. COURT STREET
MONTGOMERY, AL 36104
(334)273-8733

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FORM OF PROPOSAL
LWCF Project No. 22-LW-1086

To: **Crenshaw County Commission**
P.O. Box 227
Luverne, AL 36049

Date: _____

Sealed bids, clearly marked with the project name, bid date, and bid time will be accepted by Michelle Royals, Owner's Representative, located at Crenshaw County Highway Department, 243 Justice Avenue, Luverne, AL 36049, **until 10:00am CST on March 27, 2025.**

The Undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal as Principal or Principals is or are as herein named and that no other person than herein named has any interest in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith, without collusion or fraud.

The Bidder further declares that he has examined the site of the Work and informed himself fully in regard to all conditions pertaining to the place where the Work is to be done, and that he has examined the Drawings and Specifications for the Work and the other Contract Documents relative thereto, and that he has satisfied himself relative to the Work to be performed, including Addenda Numbers:

Addenda Numbers:

In compliance with your **Bid**, dated _____

and subject to all the conditions thereof, the undersigned _____

_____, Alabama Registration No. _____

Classification _____, a corporation organized and existing under the laws of the State of _____

A Partnership consisting of _____

or an Individual trading as _____

of the City of _____

hereby proposes to furnish all labor and materials and perform all work required for the construction of

Crenshaw County Sportsplex, Phase 3, Luverne, AL

in accordance with Drawings and Specifications, dated **October 25, 2024**

prepared by **Foshee Architecture, 21 S. Court Street, Montgomery, AL 36104**

PHASE 3, SET A (LWCF Funding Participation): For construction complete as shown and specified, the sum of:
_____ Dollars (\$ _____)
(Includes Baseball Concessions Building, Softball Concessions Building, RV Bath House, Pavilion, Maintenance Building, grading and site work, and all other related work)

PHASE 3, SET B (Non-LWCF Funding): For construction complete as shown and specified, the sum of:
_____ Dollars (\$ _____)
(Includes Football/Soccer Concessions, Track and Field Buildings, Bleachers for both facilities, concrete concourses, ramps, stairs, retaining walls, site and grading work, and all other related work)

Total Bid for Phase 3 Set A and Phase 3 Set B Work
_____ Dollars (\$ _____)
(Contract will be awarded based upon Total Bid Amount. Set A and Set B will be accounted for separately throughout the project due to project funding)

The Bidder further proposes and agrees to commence the Work with an adequate force and equipment within _____ consecutive calendar days from date of Notice to Proceed and complete the work within _____ calendar days.

_____ General Contractor acknowledges that Sales and Use Tax have been EXCLUDED from their bid.

_____ General Contractor has included a Bid Bond as a part of their bid, per Specifications Section 00 43 13.

SIGNED:

(Company Name)

(Signature)

(Print Name & Title)

The full names and residences of persons and firms interested in the foregoing Bid as Principals are as follows:

SECTION 01 10 00 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Project information.
 - 2. Work covered by Contract Documents.
 - 3. Phased construction.
 - 4. Work by Owner.
 - 5. Owner-furnished products.
 - 6. Access to site.
 - 7. Work restrictions.
 - 8. Specification and drawing conventions.

1.3 PROJECT INFORMATION

- A. Project Identification: Crenshaw County Sportsplex, Phase 3
 - 1. Project Location: US 29/ Hwy 331, Luverne, AL 36049.
- B. Owner: Crenshaw County Commission, P.O. Box 227, Luverne, AL 36049
 - 1. Owner's Representative: Michelle Royals, County Engineer, Crenshaw County Highway Department, 243 Justice Avenue, Luverne, AL 36049
- C. Architect: Foshee Architects, 21 S. Court Street, Montgomery, Alabama 36104

1.4 WORK COVERED BY CONTRACT DOCUMENTS

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

1. Crenshaw County Sportsplex, Phase 3
 - a. Set A includes Baseball Concessions Building, Softball Concessions Building, RV Bath House, Pavilion, Maintenance Building, grading and site work, and all other related work.
*(***** This Portion of the Work is funded in part by the Land and Water Conservation Fund (LWCF), administered by the Alabama Department of Economic and Community Affairs (ADECA) *****)*
 - b. Set B includes Football/Soccer Concessions, Track and Field Buildings, Bleachers for both facilities, concrete concourses, ramps, stairs, retaining walls, site and grading work, and all other related work
*(***** This Portion of the Work is non-LWCF Funded *****)*

B. Type of Contract:

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

1.5 PHASED CONSTRUCTION

- A. The Work shall be conducted in one phase.

1.6 WORK BY OWNER

- A. General: Cooperate fully with Owner so work may be carried out smoothly, without interfering with or delaying work under this Contract or work by Owner. Coordinate the Work of this Contract with work performed by Owner.
- B. Owner to provide Civil Engineering Drawings. Coordinate all work described in the Contract Documents with any additional Work discovered as a result of the Owner's Civil Engineering Drawings.

1.7 OWNER-FURNISHED PRODUCTS

1. See drawings for any Owner Furnished, Contractor Installed items.

1.8 ACCESS TO SITE

- A. General: Contractor shall have use of Project site for construction operations. The Owner will direct a portion of existing parking areas to be used for the Contractor's laydown area.
- 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.

1.9 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work on site to normal business working hours of 7:00 a.m. to 7:00 p.m., Monday through Friday, unless otherwise coordinated with Owner.
- C. Nonsmoking Building: Smoking is not permitted within the building or within 25 feet of entrances, operable windows, or outdoor-air intakes.

1.10 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.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 10 00

SECTION 00 22 13 - SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

1.1 ARTICLE 1 - BIDDER'S REPRESENTATIONS

1. The Bidder has investigated all required fees, permits, and regulatory requirements of authorities having jurisdiction and has properly included in the submitted bid the cost of such fees, permits, and requirements not otherwise indicated as provided by Owner.
2. The Bidder is a properly licensed Contractor according to the laws and regulations of the State of Alabama and the City of Luverne, AL, and meets qualifications indicated in the Procurement and Contracting Documents.
3. The Bidder has incorporated into the Bid adequate sums for work performed by installers whose qualifications meet those indicated in the Procurement and Contracting Documents.

1.2 ARTICLE 2 - BIDDING DOCUMENTS

A. Interpretation or Correction of Procurement and Contracting Documents:

1. Submit Bidder's Requests for Interpretation to the Architect, via e-mail at john@fosheecompanies.com

B. Addenda:

1. Addenda may be issued at any time prior to the receipt of bids.
 1. Owner may elect to waive the requirement for acknowledging receipt of Addenda as follows:
 - 1) Information received as part of the Bid indicates that the Bid, as submitted, reflects modifications to the Procurement and Contracting Documents included in an unacknowledged Addendum.
 - 2) Modifications to the Procurement and Contracting Documents in an unacknowledged Addendum do not, in the opinion of Owner, affect the Contract Sum or Contract Time.

1.3 ARTICLE 3 - BIDDING PROCEDURES

A. Preparation of Bids:

1. Printable electronic Bid Forms and related documents are available within this Specifications Book
2. Owner may elect to disqualify a bid due to failure to submit a bid in the form requested, failure to bid requested alternates, failure to complete entries in all blanks in the Bid Form, or inclusion by the Bidder of any alternates, conditions, limitations or provisions not called for.
3. Bids shall NOT include sales and use taxes. Materials incorporated into the Work are exempt from sales and use tax pursuant to Alabama Act No. 2013-205 (effective January 1, 2014). General Contractors and subcontractors interested in bidding are advised to contact the Sales, Use, & Business Tax Division of the Alabama Department of Revenue for information regarding required qualifications for exemption.

- B. Submission of Bids:
 - 1. Include Bidder's Contractor License Number applicable in Project jurisdiction on the face of the sealed bid envelope.

- C. Modification or Withdrawal of Bids:
 - 1. Such modifications to or withdrawal of a bid may only be made by persons authorized to act on behalf of the Bidder. Authorized persons are those so identified in the Bidder's corporate bylaws, specifically empowered by the Bidder's charter or similar legally binding document acceptable to Owner, or by a power of attorney, signed and dated, describing the scope and limitations of the power of attorney. Make such documentation available to Owner at the time of seeking modifications or withdrawal of the Bid.
 - 2. Owner will consider modifications to a bid written on the sealed bid envelope by authorized persons when such modifications comply with the following: the modification is indicated by a percent or stated amount to be added to or deducted from the Bid; the amount of the Bid itself is not made known by the modification; a signature of the authorized person, along with the time and date of the modification, accompanies the modification. Completion of an unsealed bid form, awaiting final figures from the Bidder, does not require power of attorney due to the evidenced authorization of the Bidder implied by the circumstance of the completion and delivery of the Bid.

- D. Subcontractors, Suppliers, and Manufacturers List Bid Supplement:
 - 1. Provide list of major subcontractors, suppliers, and manufacturers furnishing or installing products no later than 5 business days following Architect's request. Include those subcontractors, suppliers, and manufacturers providing work totaling 5 percent or more of the Bid amount. Do not change subcontractors, suppliers, and manufacturers from those submitted without approval of Architect.

1.4 ARTICLE 4 - CONSIDERATION OF BIDS

- A. Rejection of Bids:
 - 1. Owner reserves the right to reject a bid based on Owner's and Architect's evaluation of qualification information submitted following opening of bids. Owner's evaluation of the Bidder's qualifications will include: status of licensure and record of compliance with licensing requirements, record of quality of completed work, record of Project completion and ability to complete, record of financial management including financial resources available to complete Project and record of timely payment of obligations, record of Project site management including compliance with requirements of authorities having jurisdiction, record of and number of current claims and disputes and the status of their resolution, and qualifications of the Bidder's proposed Project staff and proposed subcontractors.

1.5 ARTICLE 5 - PERFORMANCE BOND AND PAYMENT BOND

- A. Bond Requirements:
 - 1. Both a Performance Bond and a Payment Bond will be required, each in an amount equal to 100 percent of the Contract Sum.

2. Contractor to use forms AIA Document A312, attached within this Specifications Book

B. Time of Delivery and Form of Bonds:

1. The Bidder shall deliver the required bonds to Owner no later than 10 days after the date of Notice of Intent to Award and no later than the date of execution of the Contract, whichever occurs first. Owner may deem the failure of the Bidder to deliver required bonds within the period of time allowed a default.
2. Bonds shall be executed and be in force on the date of the execution of the Contract.

1.6 ARTICLE 6 - FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

- A. Contractor and Owner shall use forms AIA Document A101 and AIA Document A201, both attached as draft forms within this Specifications Book, unless agreed upon by both parties.

1.7 ARTICLE 7 - EXECUTION OF THE CONTRACT

1. Subsequent to the Notice of Intent to Award, and within 7 days after the prescribed Form of Agreement is presented to the Awardee for signature, the Awardee shall execute and deliver the Agreement to Owner, in such number of counterparts as Owner may require.
2. Owner may deem as a default the failure of the Awardee to execute the Contract and to supply the required bonds when the Agreement is presented for signature within the period of time allowed.
3. Unless otherwise indicated in the Procurement and Contracting Documents or the executed Agreement, the date of commencement of the Work shall be the date of the executed Agreement.
4. In the event of a default, Owner may declare the amount of the Bid security forfeited and elect to either award the Contract to the next responsible bidder or re-advertise for bids.

END OF DOCUMENT 00 22 13

DOCUMENT 00 43 13 - BID SECURITY FORMS

1.1 BID FORM SUPPLEMENT

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

1.2 BID BOND FORM

- A. Contractor shall use AIA Document A310, "Bid Bond." A copy is included within this Specifications Book.

END OF DOCUMENT 00 43 13

SECTION 01 25 00 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.

1.3 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
 - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
 - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.4 ACTION SUBMITTALS

- A. Substitution Requests: Submit electronic copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Drawing numbers and titles.
 - 1. Substitution Request Form: Use CSI Form 13.1A or similar form acceptable to the Architect.
 - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
 - b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by

- Owner and separate contractors that will be necessary to accommodate proposed substitution.
- c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.
 - g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - i. Research reports evidencing compliance with building code in effect for Project.
 - j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 - k. Cost information, including a proposal of change, if any, in the Contract Sum.
 - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
 - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
 - a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
 - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

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

1.6 PROCEDURES

- A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
 - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Requested substitution provides sustainable design characteristics that specified product provided.
 - c. Substitution request is fully documented and properly submitted.
 - d. Requested substitution will not adversely affect Contractor's construction schedule.
 - e. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - f. Requested substitution is compatible with other portions of the Work.
 - g. Requested substitution has been coordinated with other portions of the Work.
 - h. Requested substitution provides specified warranty.
 - i. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Architect will consider requests for substitution if received within 60 days after commencement of the Work. Requests received after that time may be considered or rejected at discretion of Architect.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 - b. Requested substitution does not require extensive revisions to the Contract Documents.
 - c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - d. Requested substitution provides sustainable design characteristics that specified product provided.
 - e. Substitution request is fully documented and properly submitted.
 - f. Requested substitution will not adversely affect Contractor's construction schedule.
 - g. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - h. Requested substitution is compatible with other portions of the Work.
 - i. Requested substitution has been coordinated with other portions of the Work.
 - j. Requested substitution provides specified warranty.
 - k. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

C. By making requests for substitutions, the Contractor:

- .1 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;
- .2 Represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;
- .3 Certifies that the cost data presented is complete and includes all related costs under this contract except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently became apparent; and
- .4 Will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

END OF SECTION 01 25 00

SECTION 01 29 00 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. **Due to project funding, Phase 3 Set A and Set B will be accounted for separately. Therefore, General Contractor to submit a separate Schedule of Values and separate Applications for Payment for each Set A and Set B**

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. Correlate 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. Submittals Schedule.
 - c. 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 the 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. Submit draft of AIA Document G703 Continuation Sheets.
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.
 - 1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Provide several line items for principal subcontract amounts, where appropriate.
5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
6. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site. If specified, include evidence of insurance or bonded warehousing.
7. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
8. Allowances: Provide a separate line item in the Schedule of Values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
9. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.

- a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
10. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

- A. Each 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: Progress payments shall be submitted to Architect by the 5th day of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.
- D. Payment Application Forms: Use AIA Document G702, Modified for Owner Paid Materials, and AIA Document G703 Continuation Sheets 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 of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- F. Transmittal: Submit an electronic signed and notarized copy of each Application for Payment to Architect by e-mail. Include waivers of lien and similar attachments if required.
- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.
 2. Schedule of Values.
 3. Contractor's Construction Schedule (preliminary if not final).
 4. Products list.
 5. Submittals Schedule (preliminary if not final).
 6. List of Contractor's staff assignments.
 7. List of Contractor's principal consultants.
 8. Copies of building permits.
 9. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 10. Initial progress report.
 11. Report of preconstruction conference.
 12. Certificates of insurance and insurance policies.
 13. Data needed to acquire Owner's insurance.
- H. Application for Payment at Substantial Completion: After issuing 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 Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- I. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 6. AIA Document G707, "Consent of Surety to Final Payment."
 7. Evidence that claims have been settled.
 8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 29 00

SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes 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 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by

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

1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
2. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
 - a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
3. Format: Arrange the following information in a tabular format:
 - a. Scheduled date for first submittal.
 - b. Submittal category: Action; informational.
 - c. Name of subcontractor.
 - d. Description of the Work covered.
 - e. Scheduled date for Architect's final release or approval.
 - f. Scheduled date of fabrication.
 - g. Scheduled dates for purchasing.
 - h. Scheduled dates for installation.
 - i. Activity or event number.

1.5 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 some of the Contract Drawings for use in preparing Shop Drawings and Project record 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 2010.
 - c. Contractor shall execute a data licensing agreement in the form of AIA Document C106, Digital Data Licensing Agreement or similar Agreement form acceptable to Owner and Architect.
 - d. The following digital data files will be furnished for each appropriate discipline:
 - 1) Floor plans.
 - 2) Reflected ceiling plans.

- 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 action submittals and informational submittals required as separate packages under separate transmittals.
 3. 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.
 4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.
- D. Submittals: Place a permanent label or title block on each submittal item for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
 3. Include the following information for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Name of subcontractor.
 - f. Name of supplier.

- g. Name of manufacturer.
 - h. Drawing number and detail references, as appropriate.
 - i. Location(s) where product is to be installed, as appropriate.
 - j. 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 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) Architects project number.
- 7) Name, address, and telephone number of Contractor.
- 8) Name of firm or entity that prepared submittal.
- 9) Names of subcontractor, manufacturer, and supplier.
- 10) Category and type of submittal.
- 11) Submittal purpose and description.
- 12) Specification 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) Submittal and transmittal distribution record.
- 16) Remarks.
- 17) Signature of transmitter.

- E. Electronic Submittals: Electronic submittals are preferred. Identify and incorporate information in each electronic submittal file as follows:

- 1. Assemble complete submittal package into a single indexed file incorporating submittal requirements 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 Architect, containing the same information called for in transmittal for Paper Submittals.

- 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. Send electronic submittals as PDF electronic files directly to Architect's e-mail: (john@fosheecompanies.com)
 - a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
 - 2. Action Submittals: Submit three paper copies of each submittal unless otherwise indicated. Architect will return two copies.
 - 3. Informational Submittals: Submit two paper copies of each submittal unless otherwise indicated. Architect will not return copies.
 - 4. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.

- a. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated.
 - b. Provide a notarized statement on original paper copy certificates and certifications where indicated.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams showing factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 5. Submit Product Data before or concurrent with Samples.
 6. Submit Product Data in the following format:
 - a. 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. Preferred size for electronic submittals is 11 inches by 17 inches.
 3. Submit Shop Drawings in the following format:
 - a. PDF electronic file (preferred)
 - b. If not electronically, two opaque (bond) copies of each submittal. Architect will return one copy.
- 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.
 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.
 5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit one full set of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.

6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit three sets of Samples. Architect will retain two Sample sets; remainder will be returned.
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
 1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
 2. Manufacturer and product name, and model number if applicable.
 3. Number and name of room or space.
 4. Location within room or space.
 5. Submit product schedule in the following format:
 - a. PDF electronic file.
 - b. Three paper copies of product schedule or list unless otherwise indicated. Architect will return two copies.
- F. 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.
- G. 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.

- H. 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.
- I. 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.
- J. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- K. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- L. 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.
- M. 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.
- N. 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.
- O. 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.
- P. 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.

- Q. 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.
- R. 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.

2.2 DELEGATED-DESIGN SERVICES

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

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. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal 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. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Submittals not required by the Contract Documents may be returned by the Architect without action.

END OF SECTION 01 33 00

SECTION 01 40 00 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and-control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and-control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and quality-control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
 - 4. Specific test and inspection requirements are not specified in this Section.

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.
- C. Mockups: Full-size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under Sample submittals; to demonstrate

aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.

- D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.
- E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- F. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.
- G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- J. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.

- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 INFORMATIONAL SUBMITTALS

- A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.
- B. Qualification Data: For Contractor's quality-control personnel.
- C. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- D. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
 - 1. Entity responsible for performing tests and inspections.
 - 2. Description of test and inspection.
 - 3. Identification of applicable standards.
 - 4. Identification of test and inspection methods.
 - 5. Number of tests and inspections required.
 - 6. Time schedule or time span for tests and inspections.
 - 7. Requirements for obtaining samples.
 - 8. Unique characteristics of each quality-control service.

1.6 CONTRACTOR'S QUALITY-CONTROL PLAN

- A. Quality-Control Plan, General: Submit quality-control plan not less than five days prior to preconstruction conference. Submit in format acceptable to Architect. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities. Coordinate with Contractor's construction schedule.
- B. Quality-Control Personnel Qualifications: Engage qualified full-time personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.
 - 1. Project quality-control manager may also serve as Project superintendent.

- C. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.
- D. Testing and Inspection: In quality-control plan, include a comprehensive schedule of Work requiring testing or inspection, including the following:
 - 1. Contractor-performed tests and inspections including subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections.
 - 2. Special inspections required by authorities having jurisdiction and indicated on the "Statement of Special Inspections."
 - 3. Owner-performed tests and inspections indicated in the Contract Documents.
- E. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups.
- F. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include work Architect has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

1.7 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, and telephone number of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making tests and inspections.
 - 6. Description of the Work and test and inspection method.
 - 7. Identification of product
 - 8. Complete test or inspection data.
 - 9. Test and inspection results and an interpretation of test results.
 - 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 - 12. Name and signature of laboratory inspector.
 - 13. Recommendations on retesting and reinspecting.

- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections. Include the following:
 - 1. Name, address, and telephone number of technical representative making report.
 - 2. Statement on condition of substrates and their acceptability for installation of product.
 - 3. Statement that products at Project site comply with requirements.
 - 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 - 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 - 6. Statement whether conditions, products, and installation will affect warranty.
 - 7. Other required items indicated in individual Specification Sections.

- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections. Include the following:
 - 1. Name, address, and telephone number of factory-authorized service representative making report.
 - 2. Statement that equipment complies with requirements.
 - 3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 - 4. Statement whether conditions, products, and installation will affect warranty.
 - 5. Other required items indicated in individual Specification Sections.

- D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.8 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that is similar in material, design, and extent to those indicated for this Project.
- F. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
 - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
 - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- G. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

1.9 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
 - 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.

2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
 4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections
- D. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- E. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- F. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform any duties of Contractor.
- G. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Delivery of samples to testing agencies.
 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- I. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents as a component of Contractor's quality-control plan. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses.
1. Distribution: Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.10 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Owner will engage a qualified testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, and as follows:
- B. Special Tests and Inspections: Conducted by a qualified testing agency as required by authorities having jurisdiction and as follows:
 - 1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviews the completeness and adequacy of those procedures to perform the Work.
 - 2. Notifying Architect, Commissioning Authority, and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
 - 3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect and Commissioning Authority with copy to Contractor and to authorities having jurisdiction.
 - 4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
 - 5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
 - 6. Retesting and reinspecting corrected work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
 - 1. Date test or inspection was conducted.
 - 2. Description of the Work tested or inspected.
 - 3. Date test or inspection results were transmitted to Architect.
 - 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01 40 00

SECTION 01 60 00 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.

1.3 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.4 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include 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 01 33 00 "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 01 25 00 "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.

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 unless otherwise indicated.
 - b. Nonrestricted List: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.
4. Manufacturers:
- a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.
 - b. Nonrestricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.
5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.
- C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
- 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 01 60 00

SECTION 01 77 00 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes 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. Product Data: For cleaning agents.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion for each phase.

1.4 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction for each phase.
- B. Certificate of Insurance: For continuing coverage.
- C. Field Report: For pest control inspection.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.6 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
 - 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Submit test/adjust/balance records.
 - 5. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Advise Owner of pending insurance changeover requirements.
 - 2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 - 3. Complete startup and testing of systems and equipment.
 - 4. Perform preventive maintenance on equipment used prior to Substantial Completion.
 - 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
 - 6. Advise Owner of changeover in heat and other utilities.
 - 7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
 - 8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 - 9. Complete final cleaning requirements, including touchup painting.
 - 10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
 - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 - 2. Results of completed inspection will form the basis of requirements for final completion.

1.7 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
 - 1. Submit a final Application for Payment according to Section 01 29 00 "Payment Procedures."
 - 2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 - 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 - 4. Submit pest-control final inspection report.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
 - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Organize list of spaces in sequential order, proceeding from lowest floor to highest floor.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Page number.
4. Submit list of incomplete items in the following format:
 - a. PDF electronic file. Architect will return annotated file.

1.9 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
 1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
 4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Remove snow and ice to provide safe access to building.
 - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - h. Sweep concrete floors broom clean in unoccupied spaces.

- i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
- j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
- k. Remove labels that are not permanent.
- l. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
- m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
- n. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
- o. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.
- p. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
- q. Leave Project clean and ready for occupancy.

3.2 REPAIR OF THE WORK

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

4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION 01 77 00

SECTION 01 78 23 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Operation and maintenance documentation directory.
 - 2. Emergency manuals.
 - 3. Operation manuals for systems, subsystems, and equipment.
 - 4. Product maintenance manuals.
 - 5. Systems and equipment maintenance manuals.

1.3 DEFINITIONS

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 CLOSEOUT SUBMITTALS

- A. Manual Content: Operations and maintenance manual content is specified in individual Specification Sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
 - 1. Architect and Commissioning Authority will comment on whether content of operations and maintenance submittals are acceptable.
 - 2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Format: Submit operations and maintenance manuals in the following format:

1. PDF electronic file. Assemble each manual into a composite electronically indexed file. Submit on digital media acceptable to Architect.
 - a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.
 - b. Enable inserted reviewer comments on draft submittals.

- C. Initial Manual Submittal: Submit draft copy of each manual at least 30 days before commencing demonstration and training. Architect and Commissioning Authority will comment on whether general scope and content of manual are acceptable.

- D. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Architect and Commissioning Authority will return copy with comments.
 1. Correct or revise each manual to comply with Architect's and Commissioning Authority's comments. Submit copies of each corrected manual within 15 days of receipt of Architect's and Commissioning Authority's comments and prior to commencing demonstration and training.

PART 2 - PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

- A. Directory: Prepare a single, comprehensive directory of emergency, operation, and maintenance data and materials, listing items and their location to facilitate ready access to desired information. Include a section in the directory for each of the following:
 1. List of documents.
 2. List of systems.
 3. List of equipment.
 4. Table of contents.

- B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.

- C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.

- D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.

- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

2.2 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:

1. Title page.
2. Table of contents.
3. Manual contents.

- B. Title Page: Include the following information:

1. Subject matter included in manual.
2. Name and address of Project.
3. Name and address of Owner.
4. Date of submittal.
5. Name and contact information for Contractor.
6. Name and contact information for Architect.
7. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
8. Cross-reference to related systems in other operation and maintenance manuals.

- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
 - 1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
- E. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
 - 1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
 - 2. File Names and Bookmarks: Enable bookmarking of individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.

2.3 EMERGENCY MANUALS

- A. Content: Organize manual into a separate section for each of the following:
 - 1. Type of emergency.
 - 2. Emergency instructions.
 - 3. Emergency procedures.
- B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
 - 1. Fire.
 - 2. Flood.
 - 3. Gas leak.
 - 4. Water leak.
 - 5. Power failure.
 - 6. Water outage.

7. System, subsystem, or equipment failure.
8. Chemical release or spill.

C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.

D. Emergency Procedures: Include the following, as applicable:

1. Instructions on stopping.
2. Shutdown instructions for each type of emergency.
3. Operating instructions for conditions outside normal operating limits.
4. Required sequences for electric or electronic systems.
5. Special operating instructions and procedures.

2.4 OPERATION MANUALS

A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:

1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
2. Performance and design criteria if Contractor has delegated design responsibility.
3. Operating standards.
4. Operating procedures.
5. Operating logs.
6. Wiring diagrams.
7. Control diagrams.
8. Piped system diagrams.
9. Precautions against improper use.
10. License requirements including inspection and renewal dates.

B. Descriptions: Include the following:

1. Product name and model number. Use designations for products indicated on Contract Documents.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

- C. Operating Procedures: Include the following, as applicable:
 - 1. Startup procedures.
 - 2. Equipment or system break-in procedures.
 - 3. Routine and normal operating instructions.
 - 4. Regulation and control procedures.
 - 5. Instructions on stopping.
 - 6. Normal shutdown instructions.
 - 7. Seasonal and weekend operating instructions.
 - 8. Required sequences for electric or electronic systems.
 - 9. Special operating instructions and procedures.
- D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
- E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.5 PRODUCT MAINTENANCE MANUALS

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- C. Product Information: Include the following, as applicable:
 - 1. Product name and model number.
 - 2. Manufacturer's name.
 - 3. Color, pattern, and texture.
 - 4. Material and chemical composition.
 - 5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
 - 1. Inspection procedures.
 - 2. Types of cleaning agents to be used and methods of cleaning.
 - 3. List of cleaning agents and methods of cleaning detrimental to product.
 - 4. Schedule for routine cleaning and maintenance.
 - 5. Repair instructions.

- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

2.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
 - 1. Standard maintenance instructions and bulletins.
 - 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
 - 3. Identification and nomenclature of parts and components.
 - 4. List of items recommended to be stocked as spare parts.
- D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
 - 1. Test and inspection instructions.
 - 2. Troubleshooting guide.
 - 3. Precautions against improper maintenance.
 - 4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - 5. Aligning, adjusting, and checking instructions.
 - 6. Demonstration and training video recording, if available.
- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.

1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
 2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.
- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
- H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
1. Include procedures to follow and required notifications for warranty claims.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

- A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.
- B. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- C. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- D. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- E. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data

include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
- F. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.
1. Do not use original project record documents as part of operation and maintenance manuals.

END OF SECTION 01 78 23

SECTION 01 79 00 - DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
 - 1. Demonstration of operation of systems, subsystems, and equipment.
 - 2. Training in operation and maintenance of systems, subsystems, and equipment.

1.3 INFORMATIONAL SUBMITTALS

- A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
 - 1. Indicate proposed training modules using manufacturer-produced demonstration and training video recordings for systems, equipment, and products in lieu of video recording of live instructional module.
- B. Qualification Data: For instructor.
- C. Attendance Record: For each training module, submit list of participants and length of instruction time.
- D. Evaluations: For each participant and for each training module, submit results and documentation of performance-based test.

1.4 QUALITY ASSURANCE

- A. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Section 01 40 00 "Quality Requirements," experienced in operation and maintenance procedures and training.

- B. Preinstruction Conference: Conduct conference at Project site. Review methods and procedures related to demonstration and training including, but not limited to, the following:
 - 1. Inspect and discuss locations and other facilities required for instruction.
 - 2. Review and finalize instruction schedule and verify availability of educational materials, instructors' personnel, audiovisual equipment, and facilities needed to avoid delays.
 - 3. Review required content of instruction.
 - 4. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

1.5 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.
- C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

PART 2 - PRODUCTS

2.1 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:
 - 1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
 - a. System, subsystem, and equipment descriptions.
 - b. Performance and design criteria if Contractor is delegated design responsibility.
 - c. Operating standards.

- d. Regulatory requirements.
 - e. Equipment function.
 - f. Operating characteristics.
 - g. Limiting conditions.
 - h. Performance curves.
2. Documentation: Review the following items in detail:
- a. Emergency manuals.
 - b. Operations manuals.
 - c. Maintenance manuals.
 - d. Project record documents.
 - e. Identification systems.
 - f. Warranties and bonds.
 - g. Maintenance service agreements and similar continuing commitments.
3. Emergencies: Include the following, as applicable:
- a. Instructions on meaning of warnings, trouble indications, and error messages.
 - b. Instructions on stopping.
 - c. Shutdown instructions for each type of emergency.
 - d. Operating instructions for conditions outside of normal operating limits.
 - e. Sequences for electric or electronic systems.
 - f. Special operating instructions and procedures.
4. Operations: Include the following, as applicable:
- a. Startup procedures.
 - b. Equipment or system break-in procedures.
 - c. Routine and normal operating instructions.
 - d. Regulation and control procedures.
 - e. Control sequences.
 - f. Safety procedures.
 - g. Instructions on stopping.
 - h. Normal shutdown instructions.
 - i. Operating procedures for emergencies.
 - j. Operating procedures for system, subsystem, or equipment failure.
 - k. Seasonal and weekend operating instructions.
 - l. Required sequences for electric or electronic systems.
 - m. Special operating instructions and procedures.
5. Adjustments: Include the following:
- a. Alignments.
 - b. Checking adjustments.

- c. Noise and vibration adjustments.
 - d. Economy and efficiency adjustments.
- 6. Troubleshooting: Include the following:
 - a. Diagnostic instructions.
 - b. Test and inspection procedures.
- 7. Maintenance: Include the following:
 - a. Inspection procedures.
 - b. Types of cleaning agents to be used and methods of cleaning.
 - c. List of cleaning agents and methods of cleaning detrimental to product.
 - d. Procedures for routine cleaning
 - e. Procedures for preventive maintenance.
 - f. Procedures for routine maintenance.
 - g. Instruction on use of special tools.
- 8. Repairs: Include the following:
 - a. Diagnosis instructions.
 - b. Repair instructions.
 - c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - d. Instructions for identifying parts and components.
 - e. Review of spare parts needed for operation and maintenance.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Section 01 78 23 "Operation and Maintenance Data."
- B. Set up instructional equipment at instruction location.

3.2 INSTRUCTION

- A. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
 - 1. Architect will furnish a representative to describe basis of system design, operational requirements, criteria, and regulatory requirements.

2. Owner will furnish a representative to describe Owner's operational philosophy.
 3. Owner will furnish Contractor with names and positions of participants.
- B. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
1. Schedule training with Owner with at least seven days' advance notice.
- C. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.
- D. Evaluation: At conclusion of each training module, assess and document each participant's mastery of module by use of a demonstration performance-based test.
- E. Cleanup: Collect used and leftover educational materials and give to Owner. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

END OF SECTION 01 79 00

SECTION 13 1250 -

GRANDSTANDS PART 1 -

GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract including General and Supplementary Conditions and Division-1 Specification sections apply to work of this section. General Contractor to verify that grandstand manufacturer is meeting specifications as written below and will be responsible for providing and meeting all aspects contained herein.

1.2 SCOPE OF WORK

- A. Provide labor, materials, equipment, engineering, and installation to provide new permanent home side grandstand and press box structure in accordance with the following specifications:
 1. Minimum acceptable criteria:
 - a. All structural steel must be manufactured by an AISC certified structural steel manufacturer.
 - b. All steel to be hot-dipped galvanized after fabrication.
 - c. Clear anodized aluminum front enclosure panel to within 2" of grade at the front of the home side grandstand and field side of stairs.
 - d. Concrete foundations shall be designed by the grandstand manufacturer's engineer based on loads and foundation support reactions provided by grandstand manufacturer's engineer and architectural/owner provided geotechnical report. Grandstand foundations are to be included in this scope of work and shall be installed by grandstand manufacturer certified concrete installer with a minimum of 10 years' experience in grandstand foundations.
 - e. Permanent galvanized steel grandstand 7 rows x 165'-0" long
 - f. Front extension 36" wide; elevated 50.25" above grade; 10" rise / 26" tread
 - g. Nominal 2x10 seats; tredweld decking system with clear anodized interlocking riser
 - h. Clear anodized aluminum front enclosure panel to within 2" of grade on front of the stand
 - i. Two 36" & three 54" wide vertical aisles, contrasting nose markers, & handrails
 - j. Side rails to be provided by General Contractor – Guardrail and handrail are to be installed on top of the retaining walls. Coordinate with bleacher manufacturer; three rails on the front

with black vinyl chain-link fence

- k. ADA cutouts along rear to accommodate 8 wheelchair spaces
- l. Two stairs off the front extension at the Football / Soccer Facility only. No stairs at the Track and Field Facility
- m. Spread type concrete foundations to be based on assumed 1,500 PSF soil conditions with unit pricing for any adverse conditions
- n. The riser shall be structurally connected to the decking system panel every 12" longitudinal with 1/4" diameter structural grade rivet. Tek screws are prohibited.
- o. Clear anodized one-piece risers shall interlock to row above and overlap the rear tread of row below forming the required overlapping and interlocking riser system. Two piece and or wedged in risers are prohibited.
- p. There shall be no gaps or cavities between the riser portion of the decking system and any supports or attachments. Open portions of the bolt runner are prohibited.
- q. Aluminum extrusions using alloy 6063-T6 and 6061-T6.
- r. Understructure framing consists of galvanized structural steel stringers that form a clear span design per drawings.
- s. All welded connections shall be by certified steel and aluminum welders and inspected at the manufacturer by a licensed CWI.
- t. Aisle and Egress stairs shall have a 1/2" overlap.
- u. At locations where platforms meet end to end; a beveled four-inch-wide threshold attached to decking via Huk rivet shall be provided. An extruded snap in closure piece to cover top and bottom of riser at these locations shall also be provided.
- v. Seat support system shall be universally adjustable to any location on the horizontal plane of the decking system. There shall be no through bolting of these items.
- w. All seat support, aisle step supports, aisle handrails and risers shall be installed from the topside of the decking system. There shall be no through bolting of these items through the riser system.
- x. Guardrail system shall consist of all aluminum guardrail posts and railing with black vinyl chain link fencing.
- y. Grandstand manufacturer must have a written quality control program for manufacturing, shipping, and installation.

1.3 SYSTEM PERFORMANCE REQUIREMENTS

- A. General: Provide a complete system of mutually dependent components and assemblies that form a grandstand system. The grandstand shall be designed to conform to structural and other load requirements, thermally induced movement, and exposure to weather without failure. All primary and secondary framing, decking system, seating, handrails/guardrails, ramps, and accessories shall comply with the requirement indicated, including those in this Article.
- B. Structural Performance: Provide grandstand system capable of withstanding the effects of gravity loads and the following loads and stresses within limits and under condition indicated:
 - 1. Design Loads / Structural – Framing Members
 - a. Dead Loading: 6 PSF for understructure
 - b. Live loads: 100 PSF for understructure
 - c. Deflection Limits: engineer assemblies to withstand design loads with deflections no greater than the following:
 - 1) Stringers: vertical deflection of $L/240$.
 - 2. Design Loads / Decking System
 - a. Dead Loading: 6 PSF for decking, platforms, stairs, and ramps.
 - b. Live Loads: 100 PSF for decking, platforms, stairs, and ramps.
 - c. Deflection Limits: engineer assemblies to withstand design loads with deflections no greater than the following:
 - 1) Decking, platforms, stairs, and ramps: vertical deflection of $L/360$.
 - d. Sway loads of 24 PLF per row parallel to seat and 10 PLF per row perpendicular to seat run.
 - 3. Design Loads / Handrail / Guardrail
 - a. 100 PLF Vertical
 - b. 50 PLF applied in any direction at the top.
 - c. 200 LB Concentrated load any direction.
 - d. 50 PSF Fencing and guardrail infill.
 - 4. Design Loads / Seat Boards
 - a. Live Loads: (vertical) 120 pounds per lineal foot.

1.4 SUBMITTALS

- A. Shop Drawings:
 - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each type of the following grandstand system components as follows:

- a. Foundations:
 - 1) Footings, foundations, reinforcement, and anchor bolt setting plan.
- b. Structural Framing: All structural framing members shall have a permanent piece mark that shall correspond to the shop drawings and bill of material.
- c. Primary and Secondary Framing including but not limited to the following:
 - 1) Beams
 - 2) Stringers
 - 3) Connecting hardware
- d. Welded Decking System
 - 1) Decking Platforms
 - 2) Risers
 - 3) Supports for Seats
 - 4) Aisle Steps
 - 5) Aisle Handrails
 - 6) Egress Stairs
 - 7) Hardware
- e. Seating
- f. Handrails / Guardrails
- g. Ramps

1.5 QUALITY ASSURANCE

- A. Product Improvements: Seating provided shall incorporate manufacturer's current design improvements at time of shipment.
- B. Concrete Installers Qualifications: An experienced installer who has completed concrete work similar in material, design and extent indicated for this project and whose work has resulted in construction of grandstands with a record of successful in-service performance.
- C. Erector Qualifications: An experienced erector who specialized in erecting and installing grandstands similar in material design, to the extent indicated for this project and whose work has resulted in construction of grandstands with a record of successful in-service performance. Grandstand Erector must be certified by grandstand manufacturer.
- D. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installation of grandstand systems that

are like those indicated for this Project in material, design and extent. All approval drawings shall bear the seal of a registered professional engineer in the state of installation.

- E. Quality Control: Manufacturer's written quality control for manufacturing, shipping and installation shall be submitted prior to award of contract.
- F. Standards and Guidelines: Comply with the provisions of the following codes, specifications and standards, latest editions, except as otherwise noted or specified:
 - 1. American Concrete Institute (ACI)
 - 2. American Institute of Steel Construction (AISC)
 - 3. American Welding Society (AWS)
 - 4. Americans with Disability Act (ADA)
 - 5. Underwriters Laboratory (UL)
 - 6. National Electrical Code (NEC)
 - 7. International Building Code (IBC)
 - 8. International Code Council 300 (ICC 300)

1.6 DELIVERY, STORAGE AND HANDLING

- A. Grandstand materials and other manufactured items will be packaged and loaded for transport to prevent bending, warping, twisting, and surface damage of materials. Care will be taken at the job site to prevent any damage to materials.
- B. Materials should not be stored in close contact with other materials that may cause staining, denting, or any other surface damage. Oxidation of mill finish aluminum surfaces is a natural phenomenon that is caused by condensation or moisture and will naturalize over time.

1.7 WARRANTY

- A. All products after proper erection or installation, and under normal use for this type of structure, shall carry a one (1) year warranty against all defects in materials and workmanship.

PART 2 – PRODUCTS

2.1 MANUFACTURERS

- A. The following manufacturers' products have been used to establish minimum standards for materials, workmanship and function for the Structural Steel Framing Members and Aluminum Decking System, though any manufacturer may be used.

Outdoor Aluminum, Inc., Geneva, AL (Basis of design) 1-800-225-4249

2.2 CONCRETE FOUNDATIONS

- A. Foundations shall be based on a subsurface exploration report furnished by the Architect/Owner.

2.3 STRUCTURAL – FRAMING MEMBERS

- A. Structural Steel Shapes: ASTM A992/A992M tensile yield strength, 345 MPa (Fy = 50 ksi); tensile ultimate strength, 450 MPa (Fu = 65 ksi).
- B. Steel Plate, Bar or Strip: ASTM A 36/A 36M
- C. Steel Tubing or Pipe: ASTM A 500, Grade B
- D. Bolts, Nuts and Washers: ASTM A 307 A (ASTM A307) hex carbon and alloy steel bolts, nuts, and washers.
- E. Anchor Rods, Bolts, Nuts and Washers: As follows:
 - 1. Headed Bolts: ASTM A 307, Grade A carbon-steel, hex-head bolts; and carbon-steel nuts.
- F. Finish: Minimum 2 oz. hot dipped galvanized in accordance with ASTM 123-A with minimum thickness of 3.3 mils.
- G. Horizontal Beams: Horizontal beams shall be wide flange units, supported on columns as required to transfer stadium loads to foundations.
- H. Vertical Columns: Columns shall be of structural square tube. Use of wide flange beams for columns is prohibited.
- I. Bracing: All transverse bays shall be free of cross bracing, unless specifically shown on the drawings. Longitudinal bays shall be braced in alternate bays where possible, unless specifically shown on the drawings. All bracing shall be 7/8" rod and shall be double nuted at connection points through the columns.
- J. Stringers: Stringers shall be wide flange material with welded angle riser and tread supports.

2.4 DECKING SYSTEM

- A. Decking System Platforms:
 - 1. Decking system platforms shall be an all-aluminum extruded system attached to the understructure by means of concealed aluminum clips, galvanized bolts, washers, and nuts. The rear portion of the platform will turn ninety degrees vertical to accept the next row of decking platforms. The front portion of the platform shall be complete with a female front edge to allow for a positive male/female connection of a vertical riser. Individual aluminum components shall be joined by means of the metal inert gas process. The attachment of the riser to the platforms shall form a structurally integrated system.
 - 2. Individual platforms shall be tread depth x 37'-6" maximum length with the actual length designed to create the minimum number of expansion seams.

3. Platform shall have a minimum aluminum wall thickness of .078" and aluminum shall be alloy 6063-T6.
4. Walking surfaces shall have a fluted high traction non-skid surface and aesthetically pleasing without showing traffic pattern wear.
5. The platforms shall have integral bolt runners to allow for the attachment of seat supports, aisle steps and aisle handrails to be made without penetrating the decking system. Through bolting is prohibited. After installation of the above components, there shall be a full closure of the bolt runner using an aluminum cover strip. Open portions of the bolt runner are prohibited.
6. Deck shall allow for reconfiguration of seating and aisles without alteration of the understructure.
7. At locations where platforms meet end to end a four-inch-wide aluminum threshold shall be provided to cover the walking surface. Threshold shall be beveled on both sides so as not to create a trip hazard and must have a fluted surface to prevent slipping. Threshold shall be integrated with front and rear covers for the platforms that conceal transition from the horizontal to the vertical portions of the deck. Threshold must comply with specified deflection criteria and once installed must allow for expansion and contractions.

B. Decking System Riser

1. The decking system riser shall be clear anodized extruded aluminum; alloy 6063-T6. This extrusion shall have a male ridge running continuous at the upper leading edge to interlock with the front portion of the decking system panel.
2. The riser shall be structurally connected to the decking system panel every 12" longitudinal with ¼" diameter structural grade rivet.
3. There shall be no gaps or cavities between the riser portion of the decking system and any supports or attachments.

C. Deck System Seat Supports

1. The decking system seat support shall be of extruded aluminum angle (to be verified prior to bid), 2-1/2" x 2" x 3/16", alloy 6061-T6, mill finish. Galvanized seat supports are unacceptable.
2. Once installed, the seat support shall have no noticeable gaps between the decking system riser and support.
3. Seat support system shall be universally adjustable to any location on the horizontal plane of the decking system on home side stand to allow Owner future expansion of flip-up chair seats.

D. Decking System Aisle Handrails

1. The decking system aisle handrails shall be 1-5/8" schedule 40

anodized aluminum pipe and riser mounted. Flange deck mounted is unacceptable.

2. Handrails shall have a center line handrail and the spacing between rails shall not be less than 22" or more than 36". Handrails shall be discontinuous and shall not span more than five rows of seating.

E. Egress Stairs

1. The decking system egress stair stringers are to be constructed of 8" aluminum channel, alloy 6061-T6. Tread supports to be welded to 8" member to totally cap the end of the 2" x 12" stair tread against the channel web.
2. Walking surface of tread shall be complete with female front edge to allow for positive male / female connection of the riser closure. All stair risers shall be fastened to the rear tail of the stair tread with ¼" diameter structural grade aluminum rivets.
3. Stair treads nosing to be anodized black. Nosing shall have no external fasteners. The leading edge of the step tread shall project ½" past the front of the vertical riser.
4. Stair grab rail to be constructed of 1-5/8" schedule 40 anodized aluminum pipe with no fittings at transition from sloped system to grade.

F. Decking System Hardware

1. All bolts, washers and nuts shall be galvanized.
2. End caps shall be of heavy duty, clamping, aluminum channel design fastened to the ends of extrusions with aluminum rivets. End caps shall close all end openings of extrusions and shall be a full-length piece and match in both color and finish the extrusion to which they attach.
3. All riser fasteners shall be structural ¼" diameter structural grade rivet.

2.5 SEATING

A. Bench Seating

1. Seats shall be of extruded aluminum with a fluted non-skid surface, alloy 6063-T6, with 204R1 anodized clear finish.
2. Plank shall be 2" by 10" nominal with a wall thickness of .078" (/- .006" industry tolerance) at the smooth surface.
3. Finish size shall be 1-3/4" by 9-1/2".
4. Seats shall attach to the decking system seat supports by means of concealed aluminum clips, galvanized bolts, washers, and nuts.
5. Seat supports shall be installed on centers at no greater than 4'-6" on center.
6. End caps shall be of extruded aluminum and shall match in both color

and finish the plank to which they attach. All end caps shall be single piece and shall attach to the underside of the plank with a minimum of two aluminum rivets.

2.6 HANDRAILS / GUARDRAILS

A. Handrail / Guardrail System

1. A black vinyl chain link guardrail shall be provided on the front of the grandstand and at all egress areas (stairs)
2. Guardrail supports to be 4" mill finish aluminum channel, alloy 6061-T6
3. The top rail shall be 42" minimum above the nearest seat on the sides and rear, and 42" above the tread on the front walkway.
4. Clear Anodized standoff handrails shall be provided at all walking areas and shall extend 1-1/2" from guardrail material and shall be 36" above walking surface. Standoff shall be extruded aluminum, alloy 6061-T6
5. Handrails shall have internal sleeves for splice purposes and finished rail shall be continuous and shall not exceed 1-5/8" diameter.

2.7 EXAMINATION

- ### **A.**
- Before erection proceeds, certified grandstand installer will survey elevations and locations of concrete foundations or pads and anchor bolts to verify compliance with the requirements of grandstand manufacturer's tolerances.

2.8 ERECTION

- ### **B.**
- Erect grandstand system according to manufacturer's written instructions and erection drawings.
- ### **C.**
- Do not field cut, drill, or alter structural members without written approval from grandstand system manufacturer's professional engineer.
- ### **D.**
- Set structural framing in locations to elevations indicated according to AISC specifications referenced in the specification.

2.9 INSTALLATION AND ADJUSTMENT

- ### **E.**
- Install all benches, handrails, guardrails, and other components in accordance with manufacturers' instructions for full warranty coverage.
- ### **F.**
- Adjust all moving components for smooth and proper operation.

2.10 CLEANING AND PROTECTION

- ### **G.**
- Clean all surfaces promptly after installation of work.
- ### **H.**
- Exercise care to avoid damage to protective coatings and finishes.
- ### **I.**
- Remove all excess construction material and dispose of all debris.

END OF SECTION 13 1250

SECTION 26 01 00
ELECTRICAL

PART 1 - GENERAL

1.01. RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections apply to work specified in this section.

1.02. QUALIFICATIONS OF ELECTRICAL CONTRACTORS:

- A. Electrical contractor must be properly established as an electrical contractor by the State of Alabama. Electrical contractor shall have had previous experience in the satisfactory installation of at least three systems of this type and size in the State of Alabama.

1.03. CODES, PERMITS AND INSPECTIONS:

- A. Comply with applicable laws of the community, with latest edition of National Electrical Code (NEC), NFC 70, and the International Building Code (IBCC) or the edition adopted by the local authority having jurisdiction, where not in conflict with those laws, and with the service rules of the local utility company.
- B. Obtain and pay for all permits and deposits and arrange for inspections as required.
- C. After completion of the work, submit certificate of final inspection and approval from the local electrical inspector, certifying that the installation complies with all regulations governing same.

1.04. MATERIALS:

- A. All materials shall be new, and UL approved where a standard has been established.
- B. Manufacturers' names and model numbers shown on the plans and in the specifications are given to indicate the type and general quality of items to be provided. Equal products by other manufacturers will be accepted.
- C. Material substitutions will be considered only when evidence of equality and suitability, satisfactory to the Architect/Engineer has been presented in writing, with samples if requested by the Architect/Engineer. All prior approvals must have the approval of the engineer of record at the offices of Gunn and Associates, P.C. located at 3102 Highway 14, Millbrook, AL 36054, Phone: 334-285-1273
- D. All proposed substitutions shall be approved in writing at least ten (10) days prior to the bid date.
- E. It shall be understood that the Architect/Engineer has the authority to reject any material or equipment used which is not specified or approved, or showing defects of manufacture or workmanship, before or after such material or equipment is installed.

1.05. WORKMANSHIP:

- A. Execute all work so as to present a neat and workmanlike appearance when completed.

1.06. DESCRIPTION OF WORK:

- A. Furnish all labor and materials required to complete the electrical work indicated on the drawings or herein specified. Major work included in Section 26 shall be:
- B. Prior to bid it is the contractor's responsibility to re-affirm with the power company the service requirements to the facility as indicated on the electrical drawings. If any changes or additions to the service lateral installation indicated on the drawings is required by the utility company the contractor shall include the cost of these changes in his/her bid. Additionally, any/all charges for electrical service to the facility (aid-to-construction) by the utility company shall be included in the contractor's bid price.

- C. Remove or relocate all electrical or electronic services located on or crossing through the project property, either above or below grade, which would obstruct the construction of the project or conflict in any manner with the complete project or any code pertaining thereto.
- D. Furnish and install a complete electrical light and power system including but not limited to the connection of all meters, switchboards, panelboards, circuit breakers, power outlets, convenience outlets, lighting fixtures, switches, and/or other equipment forming part of the electrical system.
- E. Furnish and install a complete system of outlet boxes, face plates, conduit raceways, backboard, and service entrance conduit for the communications system.
- F. Connect all electrical equipment whether furnished by this contractor or by others.
- G. Furnish and install all disconnect switches not included as an integral part of equipment.
- H. Furnish complete buss or busway assemblies where indicated.
- I. Complete the alterations, additions, and renovations to the electrical system in the existing building as specified herein or as shown on the drawings.
- J. Procure and pay for permits and certifications as required by local and state ordinances and Fire Underwriters certificate of inspection.
- K. Visit the site and determine conditions that affect this contract. Failure to do so will in no way relieve the Contractor of his responsibility under his contract.
- L. Submit to the Architect a certificate of final inspection from local and/or state inspection authorities.
- M. Establish and maintain temporary electrical services for construction purposes.

1.07. DRAWINGS AND SPECIFICATIONS:

- A. This Contractor shall examine drawings and Specifications relating to the work of all trades and become fully informed as to the extent and character of work required and its relation to all other work in the project prior to submission of bid and prior to the start of any construction.
- B. Drawings and Specifications shall be considered as complementary each to the other. What is called for by one shall be as binding as if called for by both. Where conflicts occur, secure clarification from the Architect in advance of bidding; otherwise incorporate the more stringent conditions into the bid price.
- C. Omissions from the drawings and specifications or the mis-description of details of work which are evidently necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such omissions and details of work; they shall be performed as if fully and correctly set forth and described in the drawings and specifications.
- D. The drawings indicate diagrammatically the extent, general character, and the approximate location of the work to be performed. In the interest of clearness, the work is not always shown to scale or exact location. Check all measurements, locations of conduit, fixtures, outlets, and equipment with the detailed architectural, structural, and mechanical drawings, and lay out work so as to fit in with ceiling grids, ductwork, sprinkler piping and heads, and other parts. Take finished dimensions at the job site in preference to using scale dimensions.
- E. Where the work is indicated but with minor details omitted, furnish and install the work complete so as to perform its intended functions.
- F. Where doubt arises as to the meaning of the plans and specifications, obtain the Architect's decision before proceeding with parts affected; otherwise assume liability for damage to other work and for making necessary corrections to work in question.
- G. Except as noted above, make no changes in or deviations from the work as shown or specified except on written order of the Architect.

1.08. EXISTING CONDITIONS:

- A. Before submitting a bid, visit the site and ascertain all existing conditions.
- B. Make such adjustments in work as are required by the actual conditions encountered.

- C. No consideration will be given after bid opening for alleged misunderstandings regarding utility connections, integration of work with existing system, or other existing conditions.

1.09. SUBMITTALS:

- A. Follow procedure outlined in Division 1.
- B. Submittals shall be bound together and shall include a coversheet indicating the following:
 - 1. Project name
 - 2. Trade contractor's name
 - 3. Supplier's name
 - 4. Name and phone number of supplier's contact person
 - 5. A list of each item submitted with manufacturers' names and model numbers.
- C. Within 20 days of award of contract and prior to beginning any work on the project submit six (6) copies of manufacturer's drawings/data sheets for the following items to the Engineer for review:
 - 1. Conductors
 - 2. Cable Pulling tensions. Provide cable pull tension calculations (lateral and longitudinal) on all underground cable runs over 150 feet for cables sized #1 and larger. Provide one line diagram indicating pulling tensions on each run and number and size of each pull box along anticipated route. Calculations shall include changes in direction or elevation of feeder runs.
 - 3. Wiring Devices
 - 4. Conduit Wrapping Tape
 - 5. Panelboards
 - 6. Contractor shall coordinate with mechanical/plumbing shop drawings prior to submitting power package to engineer. Adjust overcurrent devices accordingly.
 - 7. Disconnect Switches
 - 8. Motor Starters
 - 9. Fire Stopping
 - 10. Lighting Fixtures (include photometric data for each fixture)
 - 11. Fixture Support Equipment
 - 12. Secondary Surge Arresters
 - 13. Transient Voltage Surge Suppressors(Surge Protective Devices)
- D. Submit samples upon request.
- E. The Contractor is responsible for verifying all quantities and for verifying and coordinating dimensional data with the available space for items other than the basis of design.
- F. **Provide a 1/2" = 1'- 0" scale drawing of all electrical rooms containing more than a single panelboard section or containing a panelboard and other electrical and/or mechanical equipment. These drawings shall be submitted along with equipment data sheets. Note we will no longer review submittals that does not have this information. Any delay will be the responsibility of the contractor for not submitting these drawings of the electrical rooms. Power submittals will be returned rejected without these drawings.**
- G. The contractor shall review and approve or make appropriate notations on each item prior to submittal to the architect. Submittals without contractor's approval will be rejected.
- H. Submittal reviews will be performed up to two times to review material submitted by contractor. Gunn & Associates will charge a review fee of a \$1,000 to review submittals starting the third time submitted. If contractor needs Gunn & Associates, P.C. to perform another review of material after submittals have been submitted and approved to change manufacturers. A review cost of \$1,000 per review. Payment must be received by Gunn & Associates prior to scheduling any additional reviews.

1.10. COORDINATION OF SERVICE WITH OTHER TRADES:

- A. It shall be the responsibility of the Electrical Contractor to coordinate the electrical service characteristics to each piece of electrically operated equipment with all trades providing electrically operated equipment.

- B. Within ten (10) working days of notification to proceed with construction from the Architect, the Electrical Contractor shall notify, in writing, all trades providing electrically operated equipment the characteristic of the electrical power being supplied to each piece of electrically operated equipment.
- C. A copy of this notification shall be provided to the General Contractor and the Architect.
- D. Be informed as to equipment being furnished by other trades, but not liable for added cost incurred by equipment substitutions made by others which require excess electrical wiring or equipment above that indicated on drawings or specified.
- E. The contractor providing the equipment shall be responsible for the additional costs.

1.11. PROGRESS OF WORK:

- A. Schedule work as necessary to cooperate with other trades, Do not delay other trades. Maintain necessary competent mechanics and supervision to provide an orderly progression of the work.

1.12. PROTECTION OF PERSONS AND PROPERTY DURING CONSTRUCTION:

- A. Take all precautions necessary to provide safety and protection to persons and the protection of materials and property.
- B. Protect items of equipment from stains, corrosion, scratches, and any other damage or dirt, whether in storage, at job site or installed. No damaged or dirty equipment, lenses, or reflectors will be accepted.
- C. Live panelboards, outlets, switches, motor control equipment, junction boxes, etc., shall be protected against contact of live parts and conductors by personnel.

1.13. CLEANING UP:

- A. During the progress of work, keep the Owner's premises in a neat and orderly condition, free from accumulation of debris resulting from this work. At the completion of the work, remove all material, scrap, etc. not a part of this Contract.

1.14. AS-BUILT DRAWINGS, AND OPERATING AND MAINTENANCE INSTRUCTIONS:

- A. Prior to the Final Acceptance Inspection the Contractor shall turn over to the Architect one set of reproducible "as built" drawings, including corrected fire alarm system shop drawings, three (3) sets of all equipment catalogs and maintenance data, manufacturers' warranties, and three (3) sets of shop drawings on all equipment.

1.15. TESTING:

- A. Upon completion of the work, conduct a thorough test in the presence of Architect or his representative, and demonstrate that all systems are in perfect working condition.

1.16. INSPECTIONS:

- A. The contractor shall have all systems ready for operation and an electrician available to remove panel fronts, coverplates, fixture doors, etc., at the final inspection and any other scheduled inspections.
- B. It is the contractor's responsibility to have the job ready for inspections when they are scheduled. We will perform inspections as required by our contract. If project is not ready during inspection and requires a re-inspection by Gunn & Associates, then the contractor shall pay Gunn & Associates, P.C. for the re-inspection. The payment shall be made directly to Gunn & Associates, P.C. in the amount to be determined by engineer. Not to exceed \$1,500 for single re-inspection fee. Payment must be received by Gunn & Associates prior to scheduling re-inspection.
- C. Inspections for Temporary or Permanent Power required by any utility companies are not in our scope of work. If contractor needs Gunn & Associates, P.C. to perform inspections, contractor must include an inspection cost of \$1,000 per inspection in their base bid. Payment must be received by Gunn & Associates prior to scheduling inspection.

1.17. DEMONSTRATION:

- A. By on-off, stop-start operation, demonstrate to the Owner or his representative, the use, working, resetting, and adjusting of each and every system. Submit statement initialed by the Owner that such demonstration has been made.

1.18. WARRANTY:

- A. Warrant the entire electrical system in proper working order. Replace, without additional charge, all work or material that may develop defects (ordinary wear and tear or damage resulting from improper handling excepted) within a period of one year from date of final to general contractor. Provide the owner with two bound copies of all manufacturers' warranties.
- B. Data and Telecommunications system cabling shall be warranted for a minimum of 15 years.

1.19. TEMPORARY SYSTEMS:

- A. The Electrical Contractor shall be responsible for furnishing and installing equipment and materials necessary for providing electrical power and lighting where needed for the construction of the project.
- B. Electrical Contractor will be responsible for paying for and providing temporary construction power and lighting for entire job site. Coordinate with local jurisdictions and utility companies and pay all fees necessary to get temporary power to the job site. General Contractor shall be responsible for all monthly utility cost for duration of project or date of substantial completion.

1.20. SERVICE INTERRUPTION CLEARANCE WITH OWNER:

- A. Before submitting a proposal, check with the Owner concerning interruption of service to the existing electrical systems. No interruption shall be made except at such time and for such duration as approved by the Owner. The Contractor's bid shall include all necessary over-time and weekend work.

1.21. DEFINITIONS:

"AWG" - American Wire Gauge

"ADA" – Americans with Disabilities Act

"As required" - Any and all items required to complete the installation of an item so as to perform its intended function.

"Circuiting" - Conductors, raceways, raceway fittings, and associated hardware.

"EMT" – Electrical Metallic Tubing, "thin wall"

"IBC" – International Building Code

"Install" - furnish, install, and make all necessary connections to and/or for the item(s) indicated or specified.

"NEC" - National Electrical Code, ANSI/NFPA 70, latest edition or the edition adopted by the authority having jurisdiction.

"Necessary" - Any and all items required to complete the installation of an item so as to perform its intended function.

"NEMA"- National Electrical Manufacturers' Association

"NFPA" - National Fire Protection Association

"PVC Conduit" – Rigid Nonmetallic Polyvinyl Chloride conduit

"RGS Conduit" – Rigid galvanized steel conduit

"UL" - Underwriters' Laboratories, Inc.

PART 2 - MATERIALS

2.01. GENERAL:

- A. This section includes all basic materials for raceways, fittings, busways, conductors, panelboards, switchboards, lighting fixtures and accessories, etc., as required for a complete installation.
- B. All materials shall be new and listed by the Underwriters Laboratories. Material substitutions will be considered only when evidence of equality and suitability, satisfactory to the Architect has been presented in writing, with samples if requested by the Architect.

- C. It shall be understood that the Architect/Engineer has the authority to reject any material or equipment used which is not specified or approved, or showing defects of manufacture or workmanship, before or after such material or equipment is installed.

2.02. CONDUITS:

- A. Rigid Metal (Galvanized Steel-RGS) Conduit: Rigid metal conduit shall be mild steel piping, galvanized inside and outside, and conform to ASA Specification 080.1 and Underwriters' Laboratories Specifications. By Sprang, Republic, Wheatland, Triangle or Pittsburgh.
- B. Intermediate Metal Conduit (IMC): IMC shall be hot dipped galvanized inside and outside and manufactured in accordance with U.L. Standard #6 or #1242. By Allied or approved equal.
- C. Electrical Metallic Tubing (EMT): EMT shall be high grade steel electro-galvanized outside and lacquer or enamel coating inside and conform to ASA Specifications 080.1 and Underwriters' Laboratories Specifications. By Sprang, Republic, Wheatland, Triangle or Pittsburgh.
- D. Rigid Nonmetallic Conduit (PVC): PVC conduit where exposed shall be high impact Schedule 80; below ground and below or in slab PVC shall be of high impact Schedule 40 PVC and shall conform to Underwriters' Laboratories Standard UL-651. By Carlon, Kralej Pittsburgh, R.G. Sloan or Southwestern.
- E. Rigid Aluminum: Rigid Aluminum conduit shall be manufactured from 6063, t-1 aluminum alloy and shall meet the requirements of Federal Spec. WW-C-540c and ANSI C80.5 and shall be U.L. listed in accordance with UL-6. Equal to products by V.A.W. of America.

2.03. COUPLINGS, FITTINGS, AND CONNECTORS:

- A. RGS & IMC: By Appleton, Crouse-Hinds, Efcor, O-Z/Gedney, Raco, or Republic.
- B. EMT: EMT fittings shall be all steel type setscrew or insulated throat compression type. Pressure indented or slip fit type will not be accepted. All connectors to be insulated. By Appleton, Efcor, Raco Steel City, or Thomas & Betts.
- C. PVC: PVC fittings shall be of high impact PVC Schedule 40 or Schedule 80 to match the installed conduit. Joints shall be made with PVC solvent cement as recommended by manufacturer. By Pittsburgh, R.G. Sloan or Carlon.
- D. Rigid Aluminum: Fittings used with Rigid Aluminum conduit shall be formed of the same alloy as the conduit or shall be copper free cast aluminum unless specifically indicated otherwise.

2.04. CONDUIT BODIES:

- A. Conduit bodies shall be malleable iron except in kitchen, dishwashing, and waste water treatment areas conduit bodies shall be copper free cast aluminum with stamped aluminum covers.
- B. Covers shall be screw retained with wedge nut or threaded body. Covers on bodies installed outdoors shall be approved and rated for installation outdoors.
- C. Bodies shall comply with NEC 370 and 373.
- D. RGS & IMC: By Appleton, Crouse-Hinds, Efcor, O-Z/Gedney, Raco, or Republic.
- E. Conduit cannot be used as ground. Provide separate insulated green grounding wire.

2.05. BUSHINGS:

- A. Bushings up to and including 1" shall have a tapered throat.
- B. Bushings 1-1/4" and larger shall be the insulating type.
- C. Grounding bushings shall be specification grade insulated grounding type bushings with tin plated copper grounding saddles and shall be equal to O-Z/Gedney Type BLG or HBLG.
- D. Bushings shall be zinc plated malleable iron or copper free cast aluminum.
- E. Bushings for terminating Data, Telecommunications, control, CATV, and similar conduits above ceilings and at backboards may be PVC or Polyethylene insulating bushings equal to those manufactured by Arlington Industries and Bridgeport Fittings.

2.06. EXPANSION FITTINGS:

- A. Conduit Expansion Joints shall be UL Listed.
 - B. Expansion joints in rigid metal conduits shall consist of a threaded malleable iron body, pressure bushing, watertight packing, pressure ring, gasket, insulating bushing, and external grounding jumper, and shall be equal to O-Z Gedney Type AX with Type BJ bonding jumper.
 - C. Expansion joints for EMT conduit shall be same as above with additional EMT couplings and connectors and shall be equal to O-Z Gedney Type TX with Type BJ bonding jumper.
 - D. Expansion joints in PVC conduit shall be equal to Carlon Series E945.
 - E. Expansion joints shall provide a minimum of 4" of conduit movement.
- 2.07. BELOW GRADE THRU WALL WATER SEALS:**
- A. Thru wall water seals for conduits penetrating exterior below grade concrete walls shall be seal systems by O-Z/Gedney or The Metraflex Company.
 - B. Thru wall water seals for conduits penetrating exterior below grade concrete walls shall be Metraseal thru wall water seals by The Metraflex Company.
- 2.08. CONDUIT ACCESSORIES:**
- A. Conduit clamps and supports for metallic conduit shall be galvanized steel by Efcor, Steel City, or Mineralac. Conduit fittings by Appleton, Crouse-Hinds, O-Z/Gedney, Pyle-National or approved equal.
 - B. Conduit clamps and supports for nonmetallic conduit shall be nonmetallic high impact PVC by Carlon, Pittsburg, or Sloan.
 - C. Conduit clamps for aluminum conduits shall be stainless steel or cast copper free aluminum with stainless steel fasteners.
- 2.09. FLEXIBLE CONDUIT:**
- A. Liquidtight flexible metal conduit:
 - 1. Neoprene-jacketed liquidtight flexible metal conduit.
 - 2. Equal to Anaconda Sealtite.
- 2.10. ELECTRICAL TAPES:**
- A. General use electrical tape shall be 8 mil (.008") thick, minimum, premium grade, pressure sensitive, flame retardant, vinyl electrical tape meeting UL 510, ASTM-D-3005, and MIL-I-24391C. The tape shall be equal to 3M No. 88 or Plymouth Premium 85 CW.
 - B. Rubber tape used as primary tape shall be a 30 mil (.030") thick, minimum self-amalgamating, low voltage rubber tape rated for use through 600 V. Rubber tape shall be equal to 3M No. 2150 or Plymouth 122 Rubber Tape.
 - C. Electrical filler tape shall be a 125 mil (.125") thick, minimum, self-amalgamating, low voltage insulating compound rated for use through 5 kV. Filler tape shall be equal to 3M SCOTCHFILL or Plymouth 125 Electrical Filler Tape.
- 2.11. PIPE WRAPPING TAPE:**
- A. Pipe wrapping tape shall be a 10 mil (.010") thick, minimum, pressure sensitive, vinyl tape manufactured for pipe wrapping applications.
 - B. The tape shall be UV, bacteria, and fungus resistant.
 - C. The manufacturer's name and tape type shall be printed on the back of the tape.
 - D. Pipe wrapping tape shall be equal to Plymouth Rubber Co. PLYWRAP 11, or 3M No. 50.
- 2.12. WIRE NUTS:**
- A. Wire nuts for conductor splicing shall be winged type connectors with a square, plated steel spring and flame-retardant thermoplastic shell.
 - B. The connector shall be rated for the number and size conductors being connected.
 - C. The Wire Nuts shall be rated for 105°C. And UL 486C listed.
 - D. Wire nuts shall be equal to connectors by Ideal/Buchanan, 3M/Scotch, or T & B,

2.13. SPLIT BOLT CONNECTORS:

- A. Split bolt connectors for splicing conductors shall be UL 486A listed, shall be tin plated copper, and shall have a hexagonal head and nut.
- B. Split bolt connectors for conductors sized AWG #4 and larger shall have a serrated spacer bar between conductors.
- C. Split bolt connectors for splicing conductors AWG #12 through #6 shall be equal to IISCO Type SEL and Type SK for AWG #4 and larger conductors.

2.14. MULTI-TAP CONNECTORS:

- A. Multi-tap connectors shall be insulated type
- B. Multi-tap connectors shall be rated for the conductor sizes indicated on the drawings.
- C. The connectors shall be provided for the number of conductors indicated, including any future taps shown, plus a minimum of one additional tap.
- D. Multi-tap connectors shall be equal to IISCO Type PCT or Type PED-CP.

2.15. WATERPROOF WIRE JOINTS:

- A. Splices made below grade shall be made connectors, UL listed as waterproof, for below grade applications.
- B. Waterproof Twist On Connectors for Up to #6 W/1#12 tap Conductors: Single piece wire nut pre-filled with silicone sealant. Sealant shall be rated for 45-400 degrees F. Connectors shall have same insulation rating as conductors. Sizes shall be available for connecting up to 2 #6 w/1#12 tap conductors. Connectors shall be UL listed as waterproof for below grade applications and equal to Ideal Buchanan B-Cap Twist and Seal Wire Connectors, King Safety Products, Tyco/Raychem GelCap SL, or equal.
- C. Waterproof Stub Splice Kit for up to #2/0 Conductors: Kit containing connector block, outer waterproof sleeve, and lubricant. Sleeve shall have same insulation rating as conductors. Kit shall be rated for feeder wire sizes #14 through #2/0 and tap wire sizes of #14 through #6. Connectors shall be UL listed as waterproof for below grade applications and equal to Tyco/Raychem GelCap SL.
- D. Waterproof In-line Splice Kit for up to #2/0 Conductors: Kit containing connector block, outer waterproof sleeve, and lubricant. Sleeve shall have same insulation rating as conductors. Kit shall be rated for wire sizes #6 through #350 kcm. Connectors shall be equal to Tyco/Raychem GTAP.
- E. Waterproof Splice Kit for Conductors above #2/0: Kit containing connector block, outer waterproof sleeve, and lubricant. Sleeve shall have same insulation rating as conductors. Kit shall be rated for wire sizes #14 through #2/0. Connectors shall be equal to Tyco/Raychem GHFC.

2.16. PLASTIC MARKING TAPE FOR MARKING UNDERGROUND CABLES AND CONDUITS:

- A. Plastic marking tape shall be acid and alkali-resistant polyethylene film, 6 inches wide with minimum thickness of 0.004 inch.
- B. Tape shall have a minimum strength of 1750 psi lengthwise and 1500 psi crosswise.
- C. The tape shall be manufactured with integral wires, foil backing or other means to enable detection by a metal detector when the tape is buried up to 3 feet deep.
- D. The tape shall be of a type specifically manufactured for marking and locating underground utilities.
- E. The metallic core of the tape shall be encased in a protective jacket or provided with other means to protect it from corrosion.
- F. Tape color shall be as specified in the table below and shall bear a continuous printed inscription describing the specific utility.

Red:	Electric
Orange:	Data, Telephone, Television,

2.17. FIRE STOPPING:

- A. Fire sealant shall be intumescent caulk, putty, sheet and/or wrap/strip as required to attain the proper rating.
- B. Caulk shall be equal to 3M CP25 N/S and/or S/L.
- C. Putty shall be equal to 3M Fire Barrier Moldable Putty.
- D. Sheet equal to 3M CS195.
- E. Wrap/strip equal to 3M FS195.
- F. Equal products by Dow Corning, Hilti, and Metacaulk will be accepted.

2.18. SPACERS FOR CONCRETE ENCASED ELECTRICAL DUCTS:

- A. Spacers shall be interlocking high impact plastic assemblies, which provide horizontal and vertical spacing, and hold the ducts and re-bar, where applicable, in place.
- B. The spacers shall be equal to Carlon Snap-Lok Spacers.

2.19. JUNCTION BOXES (THRU 4-11/16"):

- A. Sheet Metal: To be standard type with knockouts made of hot dipped galvanized steel, By Steel City, Raco, Appleton or approved equal.
- B. Cast: To be type FS, FD, JB, GS or SEH as required for application.

2.20. JUNCTION AND PULL BOXES (LARGER THAN 4-11/16"):

- A. Shall be cast metal for all below grade exterior use and where indicated on plans. All other shall be oil tight, JIC boxes not less than 16 gauge, equal to Hoffman type "CH" boxes.

2.21. PULL BOXES:

- A. Galvanized sheet metal screw-cover type with UL label as produced by Austin, B & C Metal Stamping Company, E-Box, Hoffman, Wiegmann, or approved equal.

2.22. JUNCTION AND TERMINAL BOXES FOR AUXILIARY SYSTEMS:

- A. Junction boxes for auxiliary system circuiting splicing shall be formed of galvanized steel.
- B. Boxes shall have hinged front, locking door(s).
- C. Metal back plates shall be provided for mounting terminal strips or other devices.
- D. Screw terminal strips shall be provided with a minimum of 25 percent spare terminals.
- E. Boxes shall be sized to accommodate the terminal blocks and conductors, providing code required bending space.
- F. Boxes for auxiliary systems shall be manufactured by Austin, E-Box, Hoffman, or Wiegmann.
- G. Provide complete back boxes for all surface mounted devices. Back box shall have knockout on top and bottom as needed. Surface mounted junction boxes with devices mounted to it will not be accepted. Wiremold boxes will be accepted.

2.23. AUXILIARY GUTTERS (WIRING TROUGHS):

- A. Gutters shall be of sizes shown and/or required by the NEC (whichever is larger), constructed of code gauge, galvanized sheet steel, painted ANSI 61 gray.
- B. Gutters shall be UL listed and shall be of NEMA 3R construction in wet or damp locations or shall be as indicated on the drawings.
- C. Gutters shall be as produced by Austin, B & C Metal Stamping Company, E-Box, Hoffman, Wiegmann, or approved equal.

2.24. STRUT SYSTEM FOR SUPPORT OF ELECTRICAL EQUIPMENT:

- A. Strut shall be 1-5/8" except where heavier strut is required to support the load, for rigidity, or where specifically indicated otherwise.
- B. Cold-formed steel, ASTM A 570 or A 446 GR A.
- C. Stainless Steel Strut: Type 304, ASTM A 240.

- D. Hot Dipped Galvanized Steel Strut: Zinc coated after manufacturing operations are complete, ASTM A 123 or A 153
- E. Electro-galvanized Steel Strut: Electrolytically zinc coated, ASTM B 633 Type III SC 1.
- F. Fittings: Same material as strut, ASTM A 575, A 576, A 36, A 635, or A 240.
- G. Zinc Primer: As recommended by strut manufacturer.
- H. Strut Systems shall be as manufactured by B-Line, Erico, Globe, Kindorf, MasterStrut, Power Strut, T&B SuperStrut, or Unistrut.

2.25. OUTLET BOXES:

- A. General: Except as noted, boxes shall be standard hot dipped galvanized steel at least 1-1/2" deep, of metal at least 1/16" thick; sized to accommodate devices and conductors per NEC Article 370; product of Appleton, National, Steel City, or approved equal.
- B. Ceiling and Wall Bracket Outlets: 4" octagonal boxes with plaster rings appropriate for finish surface.
- C. Typical boxes (for switches, receptacles and auxiliary systems):
 - 1. All junction boxes shall be recessed within the confines of the walls unless otherwise noted. Junction boxes shall be accessible by means of a coverplate or a standard junction box cover whichever is appropriate for the installation.
 - 2. 4" square boxes ganged as required. Box volume shall be in accordance with NEC Section 370 – provide extensions as required.
 - 3. Furnish with 3/4" plaster rings where employed in plaster, 1" tile covers where used in ceramic tile, 1" plaster rings where set in exposed concrete, and otherwise appropriate for surface and construction.
 - 4. Use 4-11/16" square, 2-1/8" deep boxes where more than 10 conductors enter the boxes. Provide extensions as required to provide volume per NEC.
 - 5. Where existing walls are furred out with shallow hatch channel and sheet rock then the contractor will be required to use a shallow junction as required.
 - 6. All exposed junction boxes for receptacles, communications devices, switches, and fire alarm devices shall be provided with back boxes. Do not use standard junction boxes when exposed. No exposed edges of devices plates will be allowed. No knockouts on the side of the box. Boxes shall be similar to Wiremold 500 & 700 Series.
- D. Boxes in Exposed (or Thin-Coat Plastered) Masonry: Where conduit connections permit, employ solid flush-type, square-cornered, masonry boxes with turned-in device holders; otherwise employ typical box with 1-1/2" square-cut tile cover.
- E. Boxes used with Exposed Conduit: 4" square utility boxes.
- F. Exterior Boxes: Galvanized cast-metal boxes, Crouse-Hinds Type FS or FD as appropriate. Make weatherproof with gasketed covers. Equal products by Appleton, Killark, O-Z/Gedney or approved equal will be accepted.
- G. Exterior Boxes: All receptacle boxes shall be recessed unless specifically called out not to be. This includes exterior receptacles in all masonry type walls including but not limited to Pre-cast, Brick, Block, etc.
- H. Boxes used with Recessed Lighting Fixtures: Provide a 4" square box with blank cover.
- I. Boxes in Dry Wall Construction: Sectional type switch boxes at least 2-1/2" deep may be used instead of typical box (but not where dry wall finish is applied over masonry back-up and not where multi-gang devices occur).
- J. Boxes installed exposed in kitchen and dishwashing areas shall be copper free cast aluminum with gasketed cast coverplates, without lift cover, unless specifically indicated otherwise on the drawings.

2.26. CONDUCTORS AND CABLES:

- A. Power Conductors
 - 1. The ungrounded conductors (phase) and the grounded conductor (neutral) of each voltage system being installed shall be phase identified the full length of the conductor with the

color characteristics manufactured in the insulation of cable from the cable manufacturer. Required color cable will then be installed for the specific voltage system as identified in these specifications.

2. All conductors shall be copper with not less than 98% conductivity and with current carrying capacities per N.E.C. for 60°C. for sizes through #1 AWG and 75°C for conductors #1/0 and above.
3. All conductors shall have manufacturer's name, type insulation, and conductor size imprinted on jacket at regular intervals.
4. Conductors of size #10 and smaller shall be solid copper conductors with 600-volt type THHN or THWN insulation.
5. Conductors of size #8 and larger shall be stranded copper conductors with 600-volt type THHN or THWN insulation.
6. All motor branch circuits, HVAC, and plumbing equipment shall be stranded copper conductors with 600-volt type RHH-RHW insulation.
7. All conductors installed in conduit below grade shall be rated for wet location.
8. Manufacturer: Conductors shall be products of GE, Triangle, Phelps- Dodge, Anaconda, Rome, Habirshaw, General Cable, or approved equal.
9. Fixture Wire:
 - a. Conductors feeding into fixtures, other than fluorescent fixtures, of 300 watts or less shall be #14, 200°C., type SF-2, for fixtures of more than 300 watts #12, 200 °C., type SF-2 shall be used.
 - b. Conductors pulled through fluorescent fixtures shall have Type TFN or TFFN fixture wire, rated 90oC.
 - c. Conductors shall be by Dodge, Anaconda, Rome General Cable or Southwire.
- B. Control and Signal Wire: Conductor type TFF, minimum size #16 copper and fully color-coded, shall be used. Conductors shall be by Anaconda, Houston Wire & Cable, General Cable, Phelps Dodge, Rome, or Southwire.

2.27. WIRING DEVICES:

- A. General: Manufacturer's and catalog numbers listed are used to establish style, type and quality. Unless otherwise indicated on drawings, all wiring devices shall be UL listed, side-wired specification grade.
- B. Manufacturers: Equal devices by Hubbell, Leviton, Eaton and P & S will be accepted. All devices shall have plaster ears.
- C. Wall switches: 120/277V, 20A, AC, flush enclosed, quiet type switches with thermoplastic body and polycarbonate toggles. Switches shall meet Federal Specification WS-896. Switches shall be, Hubbell 1200 series, Leviton 1200 series, Eaton AH1200 series or P & S PS20AC series single pole, 2-pole, 3-way, or 4-way as required.
- D. Duplex receptacles (general purpose): 125V/20A flush duplex back and side wired hard use specification grade receptacles, NEMA 5-20R configuration, with nylon face and body, grounding terminal and break-off fins for converting to 2-circuit use. Receptacles shall meet Federal Specification WC-596. Color to match wall switches. Equal to P & S 5362, Hubbell CR20, Eaton 5362 or Leviton 5362.
- E. Tamper Resistant Duplex receptacles, 125V/20A flush duplex, hospital grade, tamper resistant receptacles, NEMA 5-20R configuration, with nylon face and body, grounding terminal. Receptacles shall meet Federal Specification WC-596. Color to match wall switches. Equal to P & S TR62-H, Eaton TR8300 or Hubbell HBL8300SGDuplex combination 125/250-volt receptacles: receptacles shall be 20 amp, combination 125 volt (NEMA 5-20R)/250-volt (NEMA 6-20R) grounding receptacles.
- F. Ground Fault Circuit Interrupt Receptacles: 125V/20-amp ground fault circuit interrupting receptacle for personnel protection, NEMA 5-20R configuration, Equal to Hubbell #GF5362, Leviton #6599, Eaton SGF20 or P & S 2091. Each GFCI symbol on drawing indicates a GFCI type receptacle. Do not through-wire non-GFCI receptacles from GFCI receptacles where ground fault protection is required. All exterior receptacles shall be ground fault interrupting type with weatherproof coverplates.

- G. Faceless Ground Fault Circuit Interrupter: 125V, 20-amp ground fault circuit interrupter UL listed for personnel protection, equal to Hubbell GFR5350 Series, Leviton 6490, Eaton SGFD20 or Pass & Seymour Series 2081.
- H. Single Receptacles: Flush Bakelite receptacles with side wiring and grounding terminal, voltage, amperage, and configuration as required for circuit indicated.
- I. Each single or multi outlet receptacle, other than straight blade, 15 or 20 amp, 120 volts, NEMA 5-15R or NEMA 5-20R, shall be provided with matching cord plugs.
- J. Multioutlet Assemblies, Strip outlets, 15 amp, 125V, grounded, outlets on 6" centers, equal to Wiremold V20GBx06. Where x = length indicated on the drawings.
- K. Plugs for kitchen equipment to be plugged into wall mounted straight blade receptacles shall be angled type.
- L. Wiring devices shall be of color as directed by Architect. Devices must be available in ivory, brown, black, white, and gray. Devices connected to the emergency generator shall be red in color.
- M. All receptacles shall be tamper-proof type receptacles where required by the National Electrical Code.
- N. Pin and Sleeve Devices:
 - 1. Pin and Sleeve Devices shall be watertight plugs and receptacles of the ratings shown on the legend and/or schedules.
 - 2. Devices shall be listed to UL Standard 498 and UL Classified to IEC Standards 309-1 and 309-2.
 - 3. Devices shall be furnished as matching plugs and receptacles with cast aluminum angled backbox.
 - 4. Devices shall be manufactured by Hubbell, Leviton, Eaton or P&S.

2.28. DEVICE PLATES:

- A. Type appropriate for the associated wiring device, equal to Sierra Stainless Steel Smoothline. Device plates shall be of color as directed by Architect. Devices must be available in ivory, brown, black, white, and stainless steel. Provide single plate of proper gang where more than one device occurs (do not gang dimmers with rocker switches).
- B. Damp Location: 20 amp, 125 and 250-volt receptacles - Covers shall be weatherproof when plugs are not installed, provide cast aluminum weatherproof coverplates with single lift cover and gasket equal to Hubbell CWP26H.
- C. Wet Locations, 20 amp, 125 and 250-volt receptacles: Covers shall be weatherproof In-Use covers, rated NEMA 3R when in use and shall be constructed of cast aluminum with sealing gasket. Covers shall be equal to products by Hubbell, Leviton, Steel City, T & B, and Taymac.
- D. Coverplates for exposed cast aluminum boxes in kitchen and dishwashing areas shall be cast coverplates, without lift cover, unless specifically indicated otherwise on the drawings.
- E. Color: Wiring device cover plates shall be of color as indicated on drawings or directed by Architect. Devices must be available in ivory, brown, black, white, gray, and stainless steel.
- F. Jumbo and Mini-Jumbo plates will not be accepted.

2.29. GROUNDING:

- A. Ground Rods shall be 3/4" x 10' copperclad steel.
- B. All grounding conductors shall be copper.

2.30. LIGHTING FIXTURES

- A. General:
 - 1. All Lighting Fixtures shall be UL labeled.
 - 2. Fixtures installed in fire rated ceilings or ceiling assemblies shall be rated for installation in fire rated ceilings.
 - 3. Furnish fixtures complete with lamps, ballasts and internal wiring factory installed.

4. Fixtures shall be furnished as specified herein and as shown on the fixture schedule on the plans. Catalog numbers shown are for basic units; furnish all fixtures complete with flexible connections, trim, plaster frames, and all other appurtenances necessary to the installation.
 5. Substitutions: Reference to a specific manufacturer's product is made to establish a standard of quality and design, and to give a general description of the basic type desired. Equal products by the listed manufacturers will be accepted subject to the Engineer's approval.
 6. It shall be the responsibility of the contractor to verify the exact type ceiling, type fixture mounting and trim, and recessing depth of all recessed fixtures prior to purchasing any fixtures.
 7. Stems on stem mounted fixtures shall be approved ball aligner type, swivel 30 degrees from vertical with swivel below canopy. Paint stems the same color as the fixture trim. Stems in unfinished areas may be unpainted conduit.
 8. High and low bay fixtures shall be equipped with safety chains. Every suspended fixture in Gymnasium shall have safety chains.
 9. Fixtures installed on the exterior of buildings, on poles, or on pedestals shall be rated for wet location installation.
 10. All lighting fixtures installed in gymnasiums, hangars or similar use areas shall be provided with wire guard.
- B. Emergency and Exit lighting Fixtures shall be equipped with a Self-testing module which shall perform the following functions:
1. Continuous monitoring of charger operation and battery voltage with visual indication of normal operation and of malfunction.
 2. Monthly discharge cycling of battery with monitoring of transfer circuit function, battery capacity and emergency lamp operation with visual indication of malfunction. The battery capacity test may be conducted by using a synthetic load.
 3. Manual test switch to simulate a discharge test cycle.
 4. Modules shall have low voltage battery disconnect (LVD) and brownout protection circuit.
 5. All lighting fixtures and exit signs shown as emergency on drawings shall be provided with a minimum 1100 lumen emergency battery ballast capable of 90 minutes of illumination. No exceptions.
- C. Lamps: Type and Lumen Output as scheduled.
1. LED bulb shape shall comply with ANSI C79.1. Lamp base shall comply with ANSI C81.61.
 2. Minimum CRI of LED lamps shall be 80 with a color temperature as shown on drawings.
 3. Rated life of all LED lamping shall be a minimum of 50,000 hours failure to 75% of lamp output.
 4. LED lamping shall be capable of dimming from 100% to 0%.

2.31. PANELBOARDS:

- A. General: All panelboards shall be dead front type manufactured and installed in accordance with UL and NEMA standards and shall carry a UL label. Ampacity, service voltage, and configuration shall be as indicated on drawings. Panelboards shall be clearly marked with ampacity, voltage, and maximum short current ratings.
- B. Manufacturer: Panelboards shall be as manufactured by Cutler-Hammer, Square D, or Siemens.
- C. Enclosure:
 1. Panelboard enclosures shall be as indicated on drawings.
 2. Unless otherwise indicated, all boxes shall be constructed of galvanized (or equivalent rust-resistant) sheet steel with hinged front trim.
 3. Fronts shall be door in door with two lockable latches to open door, lock, and latch. All panelboard locks shall be keyed alike. Piano hinges with screw latches will not be permitted.

4. Fronts shall be finished with gray baked enamel over a rust-inhibiting phosphatized coating.
 5. All dual section panels shall be equal in size. Sub-Feed circuit breakers will not be allowed to feed second section.
 6. Sub-Feed circuit breakers feeding additional panels or equipment shall be branch mounted.
 7. Provide permanent numbering of the panelboards. Stickers are not considered permanent.
 8. Any panelboard schedule that indicates more than 42 circuits shall be provided in two equally sized panelboards.
 9. Main circuit breakers shall be centered mounted. Main breaker cannot be mounted on buss bars with other circuit breakers.
- D. Buss Assembly:
1. Bussing shall be copper.
 2. The buss assembly A.I.C. shall be rated as indicated on drawings. Ratings shall be established by heat rise tests, in accordance with UL Standard 67.
 3. All bussing shall accept bolt on circuit breakers.
 4. Current carrying parts of all bussing shall be plated. In lighting and receptacle panels, bussing shall be designed for connection to the branch circuit breakers in the phase sequence format. Distribution panelboards shall be fully bussed.
 5. Ground bars shall be provided in all panelboards.
 6. Neutral bar shall be fully sized with lugs suitable for incoming and outgoing conductors.
 7. Provide insulated ground buss where indicated on the panelboard schedules.
- E. Circuit Breakers:
1. Circuit breakers shall be quick-make, quick-break, thermal magnetic, molded case, bolt on type.
 2. Circuit Breakers shall be numbered and arranged as indicated on the panelboard schedules and/or single line wiring diagrams. Numbers shall be permanently attached to trim.
 3. SWD Circuit Breakers: Single pole circuit breakers rated 15 and 20 amperes and intended to switch 277 volts or less fluorescent lighting loads shall be UL rated for switching duty and shall be marked "SWD".
 4. HACR Circuit Breakers: Circuit breakers 60 amperes or below, 240 volts, 1-, 2-, or 3-pole, intended to protect multi-motor and combination-load installations involved in heating, air conditioning, and refrigerating equipment shall be UL listed as HACR type and shall be marked "Listed HACR Type."
 5. Circuit breakers serving fire alarm systems, dedicated emergency/exit lighting circuits, and area of rescue communications systems shall be equipped with a screw-on, mechanical handle blocking device which locks the circuit breaker in the "ON" position.
 6. Circuit breakers serving circuits in residential bedrooms shall be Arc Fault Interrupting(AFI) type circuit breakers and shall be UL 1699 listed.
- F. Directories:
1. Each panelboard shall be equipped with a metal directory frame with a clear cover welded to the inside of the door.
- G. Equipment Short Circuit Rating: Short Circuit Interrupting Ratings shall be as indicated on the plans and schedules. Unless specifically indicated otherwise all rating are "Fully Rated" capacities. Where no rating is given, the contractor shall verify the available short current with the serving utility and provide equipment rated accordingly.
- H. Lighting panelboard cans shall be a maximum of 20" wide and 5 3/4" deep. Cans of multi-section panelboards shall be the same size.
- I. Provide nameplate as called out on drawings.
- J. All circuit breakers 1200-amp and up shall comply with NEC Article 240.87 Arc Energy Reduction.
- K. All flush mounted panel shall be provided with six (6) 3/4" conduit stubbed up above accessible ceiling.

2.32. SAFETY SWITCHES:

- A. Furnish and install safety switches as indicated on the drawings.
- B. Switches installed on 277/480 volts systems shall be rated for 600 volts and those installed on 120/208 volt or 120/240-volt systems shall be rated for 240 volts.
- C. Switches shall be NEMA Heavy Duty Type HD and Underwriters' Laboratory listed. Safety switches shall be Cutler Hammer, Siemens, or Square D.
- D. General Duty disconnects will not be accepted.
- E. Enclosures for switches mounted outdoors shall be NEMA 3R or as indicated on the plans.
- F. Enclosures for switches installed in kitchen and dishwashing areas shall be NEMA 4X stainless steel or as indicated on the plans.
- G. All safety switches for equipment with remote controls shall be equipped with a control circuit disconnect interlock.
- H. Switches shall be lockable in the "ON" and in the "OFF" positions.
- I. Provide each disconnect with a nameplate that indicates equipment name, voltage/phase, and feed from location.
- J. Provide keyed brass locks on all disconnects that is located on the exterior of the building or in any area that is accessible to children or the public. All the brass locks shall be keyed the same and turn over 10 sets of keys to the owner at substantial completion.
- K. Disconnect locations shown on drawings is diagrammatically shown. Disconnects shall be coordinated with other trades and placed in the optimal locations to serve equipment and shall be installed in the least obtrusive location. Disconnects will have to be moved at the cost of the contractor when there is conflicts with NEC clearances, access to space, or servicing of equipment. Architect/Engineer will have final judgment of proper location.

2.33. MANUAL MOTOR STARTERS (TUMBLER SWITCH TYPE WITH OVERLOAD PROTECTION):

- A. Starting and thermal overload protection for single phase motors 1/8 Hp to 1 HP shall be provided by manual motor starters with overload units rated as required by the specific motor to be served.
- B. Switches installed for site disconnect switches shall be equipped with padlocking provisions.
- C. Starters shall be by Cutler Hammer, General Electric, or Siemens with NEMA Type 1 enclosure or NEMA Type 3R enclosure where installed outdoors.

2.34. INTEGRAL HORSEPOWER MANUAL MOTOR STARTERS:

- A. General: Manual motor starters for three phase motors shall be Integral Horsepower type sized as required for the motor served. Unless otherwise indicated, starters shall be full line voltage, single speed, and non-reversing type with push-button start-stop operation.
- B. Enclosures: Starters shall be furnished with NEMA 1 surface mount enclosure or NEMA 3R enclosures for outdoor installation unless otherwise indicated.
- C. Thermal protection: Each starter shall be equipped with thermal overload protection in all ungrounded phases. Protection shall consist of thermal overload relays meeting NEMA ICS 2, mounted within the starter. The proper size and number of heater elements shall be installed in each starter.
- D. Starters shall be by Cutler Hammer, General Electric, or Siemens with NEMA Type 1 enclosure or NEMA Type 3R enclosure where installed outdoors.

2.35. TRANSIENT VOLTAGE SURGE PROTECTORS (SURGE PROTECTIVE DEVICES):

- A. Provide transient voltage surge protectors (Surge Protective Devices) where indicated on the plans. At a minimum provide on all service entrance panelboards/switchboards and any panelboard/switchboards on the secondary side of a dry-type transformer.

- B. Service Entrance Panelboards and at Subpanel Protectors shall be listed and labeled and components recognized in accordance with UL 1283 and UL 1449 Second Edition, including highest fault current of Section 37.3.
- C. All devices shall meet or exceed the following:
 - 1. NEMA LS 1-1992.
 - 2. Minimum surge current capability, single pulse rated, per mode:
 - a. Service Entrance – 100 kA (200 kA per phase)
 - a. Distribution and branch panelboards – 80 kA (160 kA per phase)
 - 3. UL 1449, Second Edition, Listed and Labeled, and Recognized Component Suppressed Voltage Ratings shall not exceed (1.2x50 μ s, 6kV open circuit and 8x20 μ s, 500A short circuit test wave forms at end of 6" lead):

Voltage	L-N	L-G	N-G	L-L
208Y/120v	400	400	330	700
480Y/277V	800	800	800	1500
 - 4. Testing shall be done at the end of 6" leads with the complete unit including any fuses and all other components making up the unit.
- D. The devices shall have a minimum EMI/RFI filtering of –50dB at 100kHz with an insertion ratio of 50:1 using MIL-STD-220A methodology.
- E. Devices shall utilize MOV's of 25 mm diameter or larger, shall have pilot lights visible on the outside of the enclosure to indicate device operating condition, and shall provide contacts for remote monitoring of device condition.
- F. Devices shall be modular in design with individual module fusing and thermal protection.
- G. Devices shall incorporate visual alarm signals that indicate the failure of a single MOV and total loss of protection.
- H. Wye connected devices shall provide L-L, L-N, L-G, and N-G surge diversion with L-N/L-G bonded at service entrance devices. Delta connected devices shall provide L-L and L-G protection.
- I. Data Line Surge Protectors: Data Line Surge Protectors shall be UL 497B listed and labeled. The units shall be heavy duty devices utilizing a combination of silicone diodes and gas tube technology to provide surge protection.
- J. All devices shall have a minimum warranty period of five years, incorporating unlimited replacement of suppressor parts if they fail during the warranty period.
- K. Transient voltage surge suppressors shall be manufactured by AC Data Systems, Advanced Protection Technologies, Current Technologies, Cutler-Hammer, General Electric, Joslyn, Liebert, or MCG.

2.36. SECONDARY SURGE ARRESTERS:

- A. Secondary surge arresters shall be UL listed under UL Classification (Lightning Protection) Surge Arresters (OWHX).
- B. Surge arresters shall be rated at same voltage and phase configuration as service.
- C. Arresters shall be equal to Cooper Power Systems ASZH Series, Cutler-Hammer, GE Tranquell, Joslyn Electronic Systems, Leviton models as required to match the voltage of the system served.

2.37. FUSES:

- A. General: Fuses shall be UL listed time delay types with a minimum interrupting rating of 100,000 amps symmetrical.
- B. 200 amps and below: Provide Class RK-5 current limiting, time delay, rejection type as manufactured by Busman Manufacturing, Ferraz Shawmut, or Littlefuse.
- C. 201 to 600 amps: Class RK-1, current limiting, time delay, rejection type as manufactured by Bussman, Ferraz Shawmut, or Littlefuse.
- D. Above 600 amps: Class L current limiting, time delay, as manufactured by Busman Manufacturing, Ferraz Shawmut, or Littlefuse.

2.38. LABELING:

- A. Provide laminated plastic nameplates for each panelboard, equipment enclosure, relay, switch, and device.
- B. Each nameplate inscription shall identify the function and, when applicable, the position. Nameplates shall be melamine plastic 0.125-inch thick, white with black center core.
- C. Provide red laminated plastic label with white center core where indicated.
- D. Surface shall be matte finish. Corners shall be square. Accurately align lettering and engrave into the core.
- E. Minimum size of nameplates shall be one by 2.5 inches.
- F. Lettering shall be a minimum of 0.25-inch high normal block style.
- G. See Panelboard details for proper labeling of all panelboards.

2.39. PHOTOCELLS, TIME SWITCHES AND CONTACTORS:

- A. Photocells: Units shall have 1" diameter, hermetically sealed, cadmium sulfide sensing cell with 3-prong NEMA locking plug, rated for wet locations. Units shall have built-in time delay. Units shall be equal to Tork 5231 of correct voltage to match load or use with matching receptacle equal to Tork 2421.
- B. Time switches:
 - 1. Unless otherwise indicated on drawings, time switches shall be 24-hour electromechanical type having synchronous motor drive with two single pole double throw contacts rated 20 amps minimum.
 - 2. Unit shall have spring back up, with automatic rewind, capable of providing 16 hours minimum of reserve power upon electric power failure.
 - 3. Units shall be furnished in an enclosure, NEMA 1 indoor and NEMA 3 outdoors. Enclosures shall be flush mount unless otherwise indicated on drawings.
 - 4. Units shall be Tork 7120L, or equal by Paragon or Sangamo.
 - 5. Time switch(es) shall be digital, seven day format, two channel time switches with 9v lithium battery 30 day back-up and with metal indoor enclosure. The controllers shall be equal to Tork #DW200A-Y.
- C. Contactors: Units shall be electrically held or electrically operated mechanically held, as indicated on drawings, and shall be recommended by manufacturer for type of load served.
- D. Contacts shall double-break type of same ampere rating as line side circuit wiring.
- E. Contacts shall be field-convertible to normally open or normally closed.
- F. Contactor coils shall be encapsulated. Electrically held contactors shall have continuously rated coils. Mechanically held contactors shall be equipped with coil-clearing contacts to energize coils only when switching.
- G. Units shall be furnished in an enclosure, NEMA 1 indoor and NEMA 3 outdoors.
- H. Units shall be equal to GE CR460 series in NEMA 1 or NEMA 3R enclosure as indicated.

2.40. CONCRETE:

- A. Concrete for electrical requirements shall be:
 - 1. Composed of fine aggregate (sand), coarse aggregate (graded from three-sixteenth (3/16) inch to one (1) inch), Portland cement, and water proportioned and mixed so as to produce a plastic, workable mixture.
 - 2. Aggregates shall be free from detrimental amounts of dirt, vegetable matter, soft fragments, or other foreign substances.
 - 3. Water shall be fresh, clean, and free from salts, alkali, organic matter, and other impurities.
 - 4. Concrete shall have a minimum 3000 psi ultimate twenty-eight day compressive strength and a maximum three (3) inch slump.

PART 3 - EXECUTION

3.01. GENERAL:

- A. This section includes the installation of the complete electrical system.

3.02. ELECTRICAL SERVICE:

- A. General: Arrange with local electric Utility Company for service to be brought to the building, and for installation of meter. Provide all material and labor not supplied by Utility Company so as to produce a complete installation meeting the Utility regulations.
- B. Service requirements: It is the responsibility of this Section, prior to bid, to reaffirm with the Utility Companies involved, that locations, arrangement, Power Company voltage, phase, metering required, and connections to utility service are in accordance with their regulations and requirements. If their requirements are at variance with these drawings and specifications, contract price shall include an additional cost necessary to meet those regulations without extra cost to Owner after bids are accepted.
- C. Notify Architect of any changes required before proceeding with work.
- D. Fees and deposits:
 - 1. The Electrical Contractor shall be responsible for verification and payment of all utility fees associated with installation of the electrical service.
 - 2. The Owner shall pay the cost of establishing an electrical service account and permanent meter deposit.
- E. Metering: Obtain metering equipment from Utility Company and install in compliance with the Utility Company's requirements. The Electrical Contractor shall provide and install all necessary metering raceways, fittings, supports, connectors and ground conductor necessary for a complete installation. Provide 100# pull wire in all metering conduits.
- F. Main Service Equipment: Provide UL approved service entrance components as indicated on drawings or specified herein.
- G. Provide a full-size copy of the AS-BUILT Power Riser Diagram framed behind plexiglass screwed to the wall near service entrance in main electrical room.
- H. Service lateral or feeder: Extend lateral or feeder of the size shown on drawings from service equipment to the point of service as indicated (verify exact location with Utility Company).
 - 1. For Overhead Service, provide and install service entrance fitting on conduit and leave sufficient slack conductor for connection to utility feeder 10' above finish grade, 12' above drive and 18' above street.
 - 2. For Underground Service, provide and install underground conduit to utility riser, as directed by Utility Company. Conduit shall be of size and quantity as indicated on drawings. Provide 480# polypropylene pull line in each empty conduit.
 - 3. For Underground Service, provide and install transformer pad, primary underground conduit to utility riser as directed by Utility Company, underground secondary conduit, and secondary conductors. Conduit shall be of size and quantity as indicated on drawings. Provide spare 4" conduit in transformer pad extending 2' beyond edge of pad with PVC cap. Provide 480# polypropylene pull line in each empty conduit.
 - 4. On service transformers with multiple taps, it shall be the responsibility of this section to coordinate tap selection with the electric utility to insure the proper nominal voltage.

3.03. GROUNDING:

- A. Bond the neutral conductor and various conductive materials in the building per NEC Article 250.
- B. Grounding Electrode System: A bare copper grounding conductor shall be bonded to grounding electrodes as specified below. This conductor shall serve as ground for system neutral and for building equipment bonding. Where conductor is #6, or smaller, or is subject to injury, it shall be run in conduit, Schedule 80 PVC or Rigid Galvanized to which the conductor shall be bonded at both ends.
 - 1. Grounding electrodes shall be as follows:

- a. Cold water piping, if metal and in direct contact with the earth for 10 feet or more, at the point of entry into the building. Attach ground conductor to cold water piping with UL approved bronze clamp.
 - b. Building structural steel, if present and accessible.
 - c. Grounding electrode shall be attached with exothermic weld connection or irreversible crimp type connector similar to Burndy YGHR connectors. Crimps must be made with Burndy tool approved by the manufacturer for setting irreversible crimp connections.
 - d. Foundation reinforcing bar system. Coordinate with General Contractor to provide turned up re-bar (sleeved) near service point for attachment of grounding electrode above grade. Grounding electrode shall be attached with UL approved exothermic weld connector.
 - e. Driven ground rod(s).
 - 1) Three 3/4" x 10' copper weld rods shall be driven into the ground at the lowest point adjacent to the building, spaced a minimum of 10' apart.
 - 2) Ground rods shall be driven to 12" below grade.
 - f. Grounding electrode shall be attached with exothermic weld connection or irreversible crimp type connector similar to Burndy YGHR connectors. Crimps must be made with Burndy tool approved by the manufacturer for setting irreversible crimp connections.
 - g. Existing grounding electrode system. If an existing electrical service is in place, it must be bonded to the new grounding electrode system.
- C. Connections to grounding rods, building structure, counterpoise, and conductor junctions shall be made by exothermic weld unless specifically noted otherwise.
- D. Electric system (neutral) ground: The current carrying neutral leg of the wiring system shall be of insulated conductor and shall be connected to the grounding electrode conductor only via the neutral connection at the service equipment. Each branch circuit or multi-outlet branch circuit shall be provided with a dedicated neutral conductor.
- E. Equipment grounding conductors:
- 1. An equipment grounding conductor (copper with green insulation except where bare copper is used) shall be provided in all wiring raceways.
 - 2. Sizes shall be in accordance with NEC 250.
 - 3. The equipment grounding conductor shall originate in the same panelboard, panelboard section, as the circuit conductors.
 - 4. The equipment grounding conductor bonding the sections of multi-section panelboards shall be sized per NEC 250.
 - 5. The equipment grounding conductor is not included in number of branch circuit conductors indicated on the drawings.
- F. Telephone service ground: provide a minimum #6 bare, solid copper grounding conductor from the electrical service grounding connection to the TBB. Leave six (6) feet minimum of free conductor. Install the conductor in PVC conduit where inside the building.
- G. Metal Lighting poles: Provide a grounding electrode at poles supporting outdoor lighting fixtures in addition to installing a separate equipment grounding conductor with supply branch-circuit conductors.
- H. Grounding electrode resistance shall be less than 15 ohms. The resistance of the grounding electrode shall be tested by the Fall of Potential Method.
- I. Lighting Standards (Poles): Install 10' driven ground rod at each pole. On non-metallic poles, ground metallic components of lighting unit and foundations. Connect fixtures to grounding system with No. 6 AWG conductor.
- J. Each grounding conductors at the service entrance ground bus bar shall be provided with a brass round identifying tag. Tag shall indicate where ground wire is terminated.

3.04. EXCAVATION, CUTTING AND BACKFILLING:

- A. Provide cutting and patching, under the supervision of the General Contractor, as required for the work in Section 26.

- B. Locate all existing below grade and/or below floor utilities prior to beginning any site excavation or cutting of existing floor slabs. The Contractor shall repair any damage to existing utilities or systems.
- C. Saw cut existing concrete slabs and asphalt paving.
- D. Trenching:
 - 1. Dig trenches true to line, with a flat, even bottom.
 - 2. Width of the trench shall provide not less than 3 inches clearance from the conduit to each side of the trench.
 - 3. Ensure that foundation walls and footings and adjacent load bearing soils are not disturbed in any way.
 - 4. Conduits shall be installed below footings where possible. Where a line passes under a footing, make crossing with the smallest possible trench to accommodate the conduits/sleeves.
 - 5. Where a line must pass adjacent to and below the bottom of a column footing, or the corner of a continuous footing, backfill the trench with concrete up to the level of the footing bottom, for a distance away from the footing equal to the depth of the fill.
 - 6. Keep excavation free from water, by pumping if necessary.
 - 7. Where rock, soft spots, or sharp-edged materials are encountered, excavate the bottom for an additional 3 inches, fill and tamp level to proper elevation with sand or earth free from particles that would be retained on a ¼-inch sieve.
 - 8. Remove and relocate existing obstructions as directed.
 - 9. The Contractor shall be responsible for the repair and/or replacement of any damage to existing utilities, structure, or finishes.
 - 10. Coordinate work with other trades as work progresses so cutting and patching will be minimal.
 - 11. Refer to Section "Earthwork" for shoring, sub-soil assumptions and data, work around trees, surplus earth, etc.
- E. See Section 260100, "Conduit Installation, Below grade and below slab conduit installation", for installation of conduits in trenches.
- F. Backfilling:
 - 1. Immediately after inspection, cover conduits with 3" of compacted sand or earth free from particles that would be retained on a 1/4inch sieve. Do not to disturb the alignment or joints of the conduits.
 - 2. Carefully backfill with 4" of earth free from clods, brick, etc., firmly puddling and tamping.
 - 3. Thereafter, puddle and tamp every vertical 4" for hand tamping or 8" for heavy duty mechanical tamping.
 - 4. Backfill shall meet the compaction requirements set forth in Division 2.
 - 5. Backfilling Beneath Slabs and Pavement: Trenches beneath future slabs or pavement, including but not limited to buildings, drives, parking areas, sidewalks, playground surfaces, and equipment pads, shall be backfilled, from 3" above top of conduits to final grade, with crushed aggregate, AHD 825, type B, compacted in 4" layers to 100% ASTM 698.
 - 6. Install marking tape above conduits at 12 inches below grade.

3.05. SLEEVES, INSERTS, AND SUPPORTS:

- A. Provide and install No. 16 gauge galvanized steel or iron sleeves in all walls, floors, ceilings, and partitions. Sleeves shall have no more than 1/2" clearance around pipes and insulation.
- B. The contractor shall furnish to other responsible trades all sleeves, inserts, anchors and other required items which are to be built in by other trades for securing of all hangers or other supports by the Contractor.
- C. The contractor shall assume all responsibility for the placing and sizing of all sleeves, inserts, etc., and shall either directly supervise or give explicit instructions to other trades for their installation.

- D. The contractor shall seal all conduits through floors, smoke partitions, and floor partitions, with a sealant approved for the application.
- E. All sleeves through sound barrier walls and partitions shall be sealed with mineral wool.
- F. Through the floor conduit penetrations shall be sealed watertight.
- G. Furnish and install steel angles and channels as required for mounting and bracing heavy equipment and conduits. Steel shall be securely bolted or welded to structure and equipment bolted to the steel framework. Obtain the approval of the Architect prior to welding.

3.06. BELOW GRADE THRU WALL WATER SEALS:

- A. Each conduit penetrating exterior, below grade, cast concrete walls shall have the annular space around the conduit sealed with an approved Thru Wall Water Seal System.
- B. Where the system includes water seal thru wall sleeves, the Electrical shall provide properly sized sleeves to the contractor responsible for constructing the walls and shall be responsible for the proper location of each sleeve.
- C. Where openings are to be core drilled, the Electrical Contractor shall be responsible for the core drilling and for coordinating proper sizing and location of each opening.

3.07. FIRE STOPPING:

- A. The Electrical Contractor shall be responsible for firestopping of all penetrations of fire rated partitions made by any and all lighting, power, and auxiliary circuiting, sleeves and/or equipment.
- B. The Electrical Contractor shall submit manufacturers' UL System drawings for the systems to be utilized. The systems shall be compatible with the partition ratings as indicated on the Architectural drawings and in accordance with details on the Electrical drawings.
- C. Penetrations of fire rated partitions shall be sealed with an approved fire sealant resulting in the completed penetration having the same fire rating as the partition.
- D. The installation shall be in accordance with the manufacturer's UL system detail and installation instructions to attain the required fire partition rating.
- E. Empty sleeves through 1 and 2 hour rated partitions shall be plugged with mineral wool.
- F. Sleeves through 4 hour rated partitions shall be plugged with mineral wool and fire stopping material.

3.08. ROOF PENETRATIONS:

- A. Furnish roof flashing for all equipment, installed under Section 26, which penetrates through the roof. Flashing shall be approved by the Architect prior to installation.

3.09. CONDUIT INSTALLATION:

- A. Conduits shall be as follows:
 - 1. Overhead Service Entrance - Rigid Galvanized Steel (RGS) Conduit or IMC.
 - 2. Underground Service Laterals: Schedule 40 rigid PVC in horizontal runs with rigid galvanized steel elbows turning up to vertical RGS.
 - 3. Where subject to moisture or mechanical injury - RGS conduit.
 - 4. ALL conduits exposed to moisture or subject to mechanical damage shall be RGS. Where conduit exits building, the changeover from EMT to rigid shall be inside exterior wall.
 - 5. In open shop and industrial installations RGS shall be run to 10' A.F.F.
 - 6. All conduit exposed on the outside of the building envelope shall be Rigid Galvanized Steel (RGS) conduit. This includes all conduits on and/or under canopies or awnings.
 - 7. In concrete or solid masonry – RGS conduit
 - 8. Above furred spaces or in cells of hollow masonry - EMT
 - 9. Concealed inside drywall construction walls and above lay-in ceilings – EMT.
 - 10. Exposed conduits:
 - a. Conduits installed exposed in shop, warehouse, and manufacturing areas shall be RGS up to 12' A.F.F. Conduits in such spaces above 12' A.F.F. may be EMT unless indicated otherwise on the drawings.

- b. Exposed indoors in non-hazardous unfinished areas not subject to physical damage - EMT
 - c. Exposed in kitchen and dishwashing areas: Rigid aluminum.
 - 11. Branch circuits in slab (3/4" and larger) - PVC. Turn up through slab with RGS ells - no exceptions. Extend rigid turn-ups 2" minimum above finish floor level.
 - 12. Circuits beneath building vapor barrier - PVC. Turn up through slab with RGS ells - no exceptions. All elbows 45° and greater shall be RGS. Extend RGS turn-ups 2" minimum above finish floor level.
 - 13. Below Grade – PVC with RGS, or rigid aluminum where applicable, elbows turning up to vertical. All below grade elbows 45° and greater shall be RGS.
 - 14. Motor, HVAC equipment, and vibrating equipment connections - flexible metal conduit, liquid tight flexible metal conduit outdoors, in kitchen and dishwashing area, or in other wet areas. Liquidtight flexible nonmetallic conduit shall be used only where specifically indicated.
 - 15. IMC may be used where RGS is indicated.
- B. Conduit sizes:
- 1. Unless specifically indicated otherwise herein or on the drawings, the minimum conduit size shall be 3/4".
 - a. All conduits installed below grade or below slab shall be 3/4" minimum.
 - b. The minimum size for flexible lighting fixture "whips" shall be 3/8" and the maximum length shall be 6 feet. Lighting fixture "whips" shall be defined as flexible conduits with conductors feeding one or more recessed lighting fixtures installed in suspended, lay-in, acoustical ceiling systems from a single junction box.
 - c. 1/2" conduit may be for final connections to equipment or fixtures where conduit is less than three (3) feet in length and is extended from a junction box or from a 3/4" conduit stub up.
 - 2. Conduits shall be sized in accordance with the National Electrical Code as adopted by the local authority having jurisdiction or as amended to date, except where a larger size is indicated on the drawings or specified herein.
- C. Layout:
- 1. Generally, follow the conduit layout shown on the drawings. However, the layout is diagrammatic only and must be adjusted for structural conditions, built-in equipment and other factors. Offsets are not indicated and must be furnished as required.
 - 2. Install all conduits concealed except in equipment rooms and where exposed runs are specifically indicated.
 - 3. Install conduit runs to avoid proximity to steam or hot water pipes. In no place shall a conduit be run within 6" of such pipes except where crossings are unavoidable, then conduit shall be kept at least 1" from the covering of the pipe crossed.
 - 4. Eliminate trapped runs insofar as possible.
 - 5. Do not chase new work, but instead build in conduit as work progresses.
 - 6. Do not run conduit in cavity of exterior walls.
 - 7. Run concealed conduits in direct line with long sweep bends and offsets where practicable.
 - 8. Install exposed conduit with runs parallel or perpendicular to walls, structural members, or intersections of vertical planes and ceilings, with right-angle turns consisting of cast-metal fittings or symmetrical bends.
 - 9. Where conduits are indicated exposed overhead, runs down to wall outlets shall be concealed in wall.
- D. Conduit Installation:
- 1. Securely fasten conduits to all sheet metal outlets, cabinets, junction and pull boxes with locknuts and bushings, taking care to see that stout mechanical and solid electrical connections are obtained.
 - 2. All conduits shall have bushings with smooth beveled throats installed at both ends prior to installing conductors. Split bushings around conductors shall be taken to indicate that the

- conductors were pulled into conduit without the proper bushings installed and a basis for requiring the replacing of the conductors.
3. Conduits entering service enclosures (panelboards, disconnect switches, switchboards, motor control centers, etc. used as service entrance equipment) shall be provided with specification grade, insulating, grounding type bushings. Grounding bushing shall be bonded together and bonded to the service grounding buss.
 4. Support:
 - a. Raceways shall be securely and rigidly supported to the building structure in a neat and workmanlike manner, and wherever possible, parallel runs or horizontal conduit shall be grouped together on adjustable trapeze hangers.
 - b. Support shall be provided at appropriate intervals not exceeding eight (8) feet with straps, hangers, and brackets specifically designed for the application.
 - c. Channels shall be 1 inch for 18-inch wide trapeze, 1-3/8 inch for 24 to 30 inch, and 1-5/8 inch for over 30-inch wide trapeze.
 - d. Perforated steel straphangers, "butterfly clips", or tie-wire supports are not acceptable.
 - e. Conduits shall not be supported from ceiling support wires.
 - f. Conduit shall not be supported from mechanical system ducts or piping.
 - g. Conduits installed along wall surfaces shall be supported with galvanized steel brackets specifically designed for conduits and sized for the conduit used.
 - h. PVC conduits shall be supported per the NEC with PVC or stainless clamps and stainless-steel hardware.
 - h. Attach to supporting devices with screws, bolts, expansion sleeves or other workmanlike means appropriate to the surface.
 - i. In stud walls, anchors shall be completely rattle proof.
 - j. For conduits in damp and wet locations, use stainless steel clamps and stand-offs, or galvanized malleable or cast-iron clamps and spacers.
 - k. All mounting hardware for aluminum conduit shall be stainless steel.
 - l. Surface mounted conduits installed in kitchen and dishwashing areas shall be supported off walls approximately 3/16".
 5. Thread rigid conduits so that the ends meet in couplings; cut ends square, ream smooth and draw up tight.
 6. All field cut threads shall be cleaned with a solvent such as mineral spirits and painted with two coats of galvanize primer.
 7. Cap conduit ends to keep out water and trash during construction.
 8. Field made bends:
 - a. Avoid field-made bends where possible, but where necessary, use a proper hickey or conduit-bending machine.
 - b. Field made bends in PVC conduit shall be made with a heated PVC conduit bender.
 - c. Make no bends with radius less than six times the conduit diameter, nor more than 90 degrees.
 9. Make changes in direction with pull boxes, symmetrical bends and/or cast-metal fittings.
 10. Total bends in any conduit run shall not exceed the equivalent of four, quarter (90°) bends for a total of 360°, per NEC, between pull boxes.
 11. Replace any crushed or deformed conduits.
 12. Conduits passing through roofs shall be in place before roof is installed.
 13. Conduits installed in concrete/grout filled CMU walls shall be Rigid steel or IMC conduits installed field wrapped with 0.010 inch-thick pipe-wrapping plastic tape applied with a 50 percent overlay. Painted on coating shall not be acceptable.
 14. Where conduits pass through or across building expansion joints, provide hot-dipped galvanized expansion fittings with bonding jumpers.
 15. Ensure that all penetrations of firewalls are sealed per NEC and IBCC.
 16. Right and left couplings shall not be used; conduit couplings of the Erikson type shall be used at location requiring such joints.
 17. Paint all conduits exposed in finished spaces. Paint shall consist of one coat of zinc rich primer plus two top-coats of water-based latex paint, color to match adjacent finishes. Verify colors and paint system with Architect.

18. All conduit runs entering the building from outdoors shall be sealed against moisture migration and condensation by filling with insulating type foam.
 19. All conduits passing through walls of coolers or freezers shall have seal fitting installed on the outside of the cooler/freezer wall and within 3" of the wall. Fitting shall be sealed per manufacturer's recommendations.
 20. Install telephone, data, intercom, and signal system raceways, 2-inch trade size and smaller, in maximum lengths of 150 feet and with a maximum of two 90-degree bends or equivalent. Separate lengths with pull or junction boxes where necessary to comply with these requirements, in addition to requirements above.
- E. Below grade and below slab conduit installation:
1. See Section 260100, "Excavation, Cutting, and Backfilling" for trenching and backfilling requirements.
 2. Rigid steel or IMC conduits installed below slab-on-grade or in the earth shall be field wrapped with 0.010 inch thick pipe-wrapping plastic tape applied with a 50 percent overlay, or shall have a factory-applied polyvinyl chloride, plastic resin, or epoxy coating system. Painted on coatings shall not be acceptable. Wrap shall extend a minimum of 1" above slabs or 3" above finished grade where there is no slab. Alternate methods must be approved by Engineer prior to bids.
 3. Top of the conduit shall be not less than 30 inches below grade.
 4. Run conduit in straight lines except where a change of direction is necessary.
 5. Conduits stubbed up from below grade or slab into exterior walls shall be turned toward the interior of the building below slab fill perpendicular to the wall. Conduits shall not be turned out toward the exterior unless specifically indicated to do so.
 6. Placing of conduits below slab on grade:
 - a. Conduits 1-1/4" and larger shall be installed a minimum of 12" below the bottom of slab in the clay/sand fill below any gravel fill material.
 - b. Conduits 1" and smaller may be installed in the porous/gravel fill below the vapor barrier.
 7. Multiple Conduits:
 - a. Separate multiple conduits by a minimum distance of 2-1/2 inches horizontally and 3 inches vertically, except that light and power conduits shall be separated from control, signal, and telephone conduits by a minimum distance of 3 inches horizontally and vertically.
 - b. Where multiple layers of conduits are to be placed in a trench, each layer shall be placed in the trench, straight and parallel, clear fill material (see Excavation, Cutting, and Backfilling) placed and tamped in place to provide the specified spacing, and each subsequent layer placed in the same manner.
 - c. Stagger the joints of the conduits by rows and layers to strengthen the conduit assembly.
 - d. Conduits shall not be placed haphazardly in the trench.
 8. Where conduits pass through footings or foundation walls:
 - a. Conduits roughed in beneath slab shall exit the foundation perpendicular to the building spaced approximately 3" apart. Conduits shall be arranged in a single horizontal row where practical.
 - b. Secure approval from the Architect and Structural Engineer prior to penetrating any footing or foundation wall.
 - c. Schedule 40 PVC sleeves shall be cast in the footings or foundation wall for the conduits to pass through.
 - d. Multiple sleeves shall have 3" clearance, vertically and horizontally, between the sleeves unless directed otherwise by the Architect and/or Structural Engineer.
 9. Where PVC conduit is installed below grade a PVC to rigid metallic conduit coupling shall be installed in the horizontal run and a rigid galvanized steel conduit elbow installed to turn up to above grade. Where above grade conduits are indicated to be rigid aluminum the elbow turning up to vertical shall be rigid aluminum.
 10. Rigid aluminum conduit shall be wrapped same as RGS through concrete from 2" each side of the concrete.

11. Rigid galvanized conduit shall extend a minimum of 6" above the finished floor level.
 12. In hazardous areas the coupling shall be below grade and a single section of conduit installed up to 18" A.F.F. to accept the required seal fitting.
 13. Wiring shall be extended in rigid threaded conduit to equipment, except that where required, flexible conduit may be used from 6 inches above the floor to the served equipment.
 14. Conduits shall exit concrete slabs vertically.
 - a. Where adequate support cannot be obtained by wiring to reinforcing steel, obtain support with solid iron stakes (which may be driven through membrane) cut off flush with slab after pouring.
 - b. At turn-ups of adjacent runs of exposed conduit, obtain alignment by wiring members to a temporary horizontal member.
 15. Empty or spare conduit stub-ups shall be capped with a threaded cap.
 16. Encasement Under Roads, Structures, and at other locations indicated on the drawings:
 - a. Under roads, paved areas, railroad tracks, and other locations indicated on the plans install conduits in concrete encasement of rectangular cross-section providing a minimum of 3-inch concrete cover around ducts.
 - c. Provide plastic duct spacers that interlock vertically and horizontally. Spacer assemblies shall consist of base spacers, intermediate spacers, and top spacers to provide a completely enclosed and locked-in conduit assembly.
 - d. Install #4 rebar at each corner of the encasement and at not more than 18" on center vertically and horizontally on the sides of the encasement. #4 rebar hoops shall be installed at not more than 18" on center along the length of the encasement.
 - e. Concrete encasement shall extend at least 5 feet beyond the edges of paved areas and roads, and 12 feet beyond the rails on each side of railroad tracks.
 17. Conduits to be installed under existing paved areas, which are not to be disturbed, and under roads and railroad tracks, shall be installed through a zinc coated, rigid steel, sleeve, jacked into place.
 18. Conduits installed between handholes, manholes or other accessible areas shall have a minimum slope of 3 inches in each 100 feet away from buildings and toward manholes and other necessary drainage points.
 19. The contractor shall provide properly rated and sized junction and pull boxes as required on all underground conduit runs 150 feet and greater so as to minimize pulling tensions on cables to be installed in conduits. In no case shall pull or junction boxes be further than 300 feet apart. Provide pulling tension calculations on all underground runs over 200 feet as required in Paragraph 1.09 Submittals.
- F. Conduit Installation in concrete slabs:
1. Conduit installed in concrete slabs shall be rigid steel or IMC. Rigid steel or IMC conduits installed in slabs-on-grade shall be field wrapped with 0.010 inch-thick pipe-wrapping plastic tape applied with a 50 percent overlay, or shall have a factory-applied polyvinyl chloride, plastic resin, or epoxy coating system. Painted on coatings shall not be acceptable.
 2. At slabs on grade, conduit, 3/4" maximum, may be run in the slab; larger conduit shall be run below slab.
 3. Where adequate support cannot be obtained by wiring to reinforcing steel, obtain support with solid iron stakes (which may be driven through membrane) cut off flush with slab after pouring.
 4. At turn-ups of adjacent runs of exposed conduit, obtain alignment by wiring members to a temporary horizontal member.
- G. Flexible conduit:
1. At motor or equipment connections:
 - a. The maximum length allowable for flexible conduit shall be 36 inches except at lighting fixtures.
 - b. Flexible conduit installed outdoors shall be installed so as to provide an 8 inch minimum drip loop as measured from the lowest end of the conduit.

2. At lighting fixture connections provide flexible steel conduit by one of the manufacturers named for rigid.
 - a. Maximum length allowable shall be 72 inches.
 - b. Support flexible conduit such that it does not contact the ceiling system, ductwork, or other equipment above the ceiling. The conduit shall not be attached to a ceiling or ceiling support system.
 - c. All fixture whips shall be supported within 12" of outlet/junction boxes with single hole clamps.
- H. Empty conduit:
 1. Install a #14 galvanized fish wire or polypropylene pull cord with 14-inch free ends in all empty power and/or auxiliary conduits.
 2. All conduits indicated to be terminated above the ceiling shall have an elbow turned out above the ceiling and shall be terminated with an insulating bushing.
 3. Empty conduits stubbed out of buildings below grade:
 - a. Empty conduits stubbed out of buildings below grade shall extend 5 feet outside of the building foundation.
 - b. Install a 12"x 12"x 6" concrete marker at grade, above the end of the conduits, with "ELEC" inscribed on top.
 - f. Note on as-built drawings the exact location where empty conduit(s) are stubbed out below grade to the building exterior. Indicate conduit sizes and number of each size.
 - g. The contractor shall provide properly rated and sized junction and pull boxes as required on all underground conduit runs 150 feet and greater. In no case shall pull or junction boxes be further than 200 feet apart.
- I. Conduit entries into enclosures, panelboards, and wiring troughs:
 1. Layout conduit entries carefully to allow clearances for the number and sizes of conduits, electrical equipment, and future expansion.
 2. In sheet metal equipment use Greenlee Knock-Out punch, or equal, to cut holes for conduit installation. Do not drill holes or cut holes out with snips or torch.
 3. In cast enclosures and boxes drill conduit openings with correct size drill for tight fit.
- J. **All junction box covers above the ceiling shall be labeled to which circuits or systems they contain.**

3.10. CONDUIT BODIES:

- A. Conduit bodies shall be sized in accordance with NEC 370, and 373.
 1. Conduit bodies for conductor sizes AWG #4 and larger shall be mogul type bodies sized in accordance with NEC 370-28.
 2. Conduit bodies for conductor sizes AWG #6 and smaller shall be sized in accordance with NEC 370-16(c).

3.11. JUNCTION AND PULL BOXES:

- A. Junction and pull boxes shall be sized per NEC to accommodate the installed number and size of conductors and conduits.
- B. Boxes shall be securely fastened in place.
- C. Boxes serving lighting fixtures installed in accessible, suspended ceilings:
 1. Provide number of boxes as required to maintain fixture whips within the 6' maximum length.
 2. Generally, attach to underside of structure above, in accessible location, to accommodate a maximum 6' flexible conduit connection to each fixture or fixture run.
 3. Where the structure above is more than 18" above the ceiling the boxes shall be supported within 18 inches of the ceiling with all thread rod and/or strut.
- D. Install galvanized steel utility box plates, by box manufacturer, at exposed conduit fittings or boxes.
- E. **All junction box covers above the ceiling shall be labeled to which circuits or systems they contain.**

3.12. WIRE AND CABLE INSTALLATION:

- A. No conductor shall be smaller than #12 except where so designated on the drawings or specified elsewhere.
- B. Multiwire lighting branch circuits shall be used where indicated.
- C. Wiring devices shall be connected such that each device can be removed without interrupting the neutral or equipment grounding conductors serving other outlets on the same circuit(s).
- D. Joints and splices in wire shall be made with solderless connectors and covered so that insulation is equal to conductor insulation. Wire nuts shall not be used for conductor #8 and larger.
- E. No splices shall be pulled into conduit.
- F. Both conductors and conduit shall be continuous from outlet to outlet.
- G. No conductor shall be pulled into the conduit until the conduit is cleaned of all foreign matter.
- H. When installing parallel conductors, it is mandatory that all conductors making up the feeder be exactly the same length, the same size, and type of conductor with the same insulation. Each group of conductors making up a phase or neutral must be bonded together at both ends in an approved manner.
- I. MC cable or Romex cable will not be accepted unless specifically called for on drawings.
- J. Wiring thru light fixtures and receptacles will not be accepted.

3.13. AUXILIARY GUTTERS (WIRING TROUGHS):

- A. Auxiliary Gutters shall be sized per NEC to accommodate the installed number, size, and orientation of conductors and conduits.
- B. Conductors serving a gutter shall be extended without reduction in size, for the entire length of the gutter.
- C. All taps and splices shall be made with insulated multi-tap connectors.

3.14. CIRCUITS AND BRANCH CIRCUITS:

- A. Outlets shall be connected to branch circuits as indicated on the drawings by circuit number adjacent to outlet symbols, and no more outlets than are indicated shall be connected to a circuit.

3.15. WIRE JOINTS:

- A. Except for motor circuits, wire joints for #8 and smaller wire shall be made with twist on connectors.
- B. Wire joints and splices for motor circuits, for conductors #6 and larger, and for smaller conductors where other connectors are not rated for the number of conductors involved shall be made with split bolt connectors rated for the applicable conductor size, number of conductors, and conductor material.
 - 1. Properly tape and insulate all joints to attain the same insulation rating as the cable insulation.
 - 2. Splices for #6 through #1 shall have a minimum of two (2) layers of rubber tape covered by a minimum of three (3) layers of electrical tape.
 - 3. Splices for #1/0 and larger conductors shall have a minimum of two (2) layers of electrical filler tape covered by a minimum of three (3) layers of electrical tape.
- C. Splices in control conductors shall be avoided as much as possible. Stranded control conductor up to #12 may be connected or spliced with hand crimped type compression connectors. The connectors shall be of the proper size for the conductors being connected.
- D. Splices and joints made with mechanical/hydraulic type compression connectors:
 - 1. Connections and splices shall be made with connectors rated for the applicable conductor size and conductor material.
 - 2. Dies used shall leave the die number embossed in the connector. The Contractor shall provide the Engineer with the Manufacturer's connector and die chart prior to final inspection.

- E. Taps and splices in auxiliary gutters/troughs shall be made with insulated multi-tap connectors.
- F. Wire joints and splices made below grade shall be made with UL listed waterproof connectors, wire nuts, or splice kits.
- G. All joints and splices shall be made in junction boxes, wiring troughs, or conduit bodies sized per NEC.
- H. All connections to switchboards, panelboards, transformers, generators, ATS, or any other type electrical distribution type equipment shall be compression type fittings. Mechanical fittings will not be accepted in these applications.

3.16. STRUT SYSTEM FOR SUPPORT OF ELECTRICAL EQUIPMENT:

- A. Strut Systems: Strut shall be utilized to rack exposed piping vertically or horizontally on walls and across slabs (where applicable). Strut may be utilized to support piping above ceilings, for support of equipment, and elsewhere as deemed appropriate.
 - 1. Strut in conditioned spaces and above accessible ceilings shall be electro-galvanized.
 - 2. Strut installed outdoors, in mechanical rooms, and in other unconditioned spaces shall be hot-dipped galvanized.
 - 3. Strut installed in waste-water treatment facilities, kitchens, dishwashing spaces, and labs shall be stainless steel.
 - 4. Strut fittings and hardware, including anchors, shall be same material as strut.
 - 5. Saw cut strut square, 6" minimum lengths. Strut on continuous runs of pipe shall be same length. File or grind burrs from saw cuts.
 - 6. After installation, electro-galvanized and hot-dipped galvanized strut shall be painted with two coats of zinc primer.

3.17. OUTLET BOX INSTALLATION:

- A. General: The drawings indicate approximate locations only; determine the exact location at the building in view of all structural and architectural conditions. Obtain Architect's verification of final locations.
- B. Outlet boxes shall be sized per NEC to accommodate the installed number and size of conductors, wiring devices, and conduits.
- C. Ceiling and Wall Bracket Outlets: 4" octagonal boxes with plaster rings appropriate for finish surface.
- D. Typical boxes (for switches, receptacles and auxiliary systems): 4" square boxes ganged as required. Furnish with 3/4" plaster rings where employed in plaster, 1" tile covers where used in ceramic tile, 1" plaster rings where set in exposed concrete, and otherwise appropriate for surface and construction.
- E. Boxes in Exposed (or Thin-Coat Plastered) Masonry: Where conduit connections permit, employ solid flush-type, square-cornered, masonry boxes with turned-in device holders; otherwise employ typical box with 1-1/2" square-cut tile cover. .
- F. Boxes used with Exposed Conduit: 4" square utility boxes.
- G. Exterior Boxes: Cast-metal boxes, Crouse-Hinds Type FS or FD as appropriate. Make weatherproof with gasketed covers. Equal products by Appleton, Killark, O-Z/Gedney, or approved equal will be accepted.
- H. Boxes used with Recessed Lighting Fixtures in suspended acoustical tile ceilings:
 - 1. Provide a 4" square box with blank cover adjacent to each fixture or fixture group.
 - 2. Install a flexible metal conduit fixture-"whip" from the box to the fixtures. The "whip" shall not be longer than 72".
 - 3. Attach the box to the underside of the structure above, in an accessible location, not more than 18" above the lay-in ceiling.
 - 4. Where structure is more than 18" above the ceiling, the boxes shall be supported from all-thread rods, strut, or a combination of rod and strut.
- I. Boxes in Dry Wall Construction:
 - 1. Outlet boxes shall be securely fastened in place.

2. Outlet boxes installed in metal stud construction shall be supported by brackets screwed to studs. Clip on brackets shall not be accepted.
 - a. Where a single outlet box is installed adjacent to a stud, brackets may attach to a single stud with a brace against the back of the opposite wall. Use a bracket equal to Caddy Fasteners "H" Series.
 - b. Where outlets do not fall next to a stud or where more than one outlet is installed between studs use a metal bracket attached to both studs. Brackets shall be equal to Caddy Fasteners "SGB", "TSGB", or "RBS" series brackets.
 - c. Outlet boxes three gangs and wider shall be supported with support member screwed to the two adjacent studs. Brackets equal to Caddy Fasteners SGB or TSGB brackets may be used.
- J. Sectional type switch boxes at least 2-1/2" deep may be used instead of typical box (but not where dry wall finish is applied over masonry back-up and not where multi-gang devices occur).
- K. Outlets in unfinished masonry walls may be slightly adjusted upward or downward to suit masonry courses, provided outlets are mounted at uniform heights throughout the installation.
- L. Coordinate installation of outlet boxes in masonry walls with the masonry contractor to insure that boxes are flush with face of wall and grouted smooth around boxes such that covers, fixtures or devices install flush on face of wall.
- M. Where outlets at different levels are shown adjacent, install in one vertical line where possible. Avoid conflict with wainscot caps, splash backs and upper cabinets by adjusting height slightly up or down as directed.
- N. Back to back boxes shall be staggered with at least 3 inches between boxes.
- O. Back to back boxes in fire rated partitions shall have a minimum of 24" horizontal and/or vertical separation between them.
- P. Backs of boxes three gang and larger installed in fire rated partitions shall be wrapped with self adhesive fire stopping tape.
- Q. Locate switch outlets on the lock side of doors and so that the first switch in a single or gang installation is approximately 6" to 10" from the doorjamb. Verify door swings on Architectural Drawings.
- R. Dimmers shall be ganged together in accordance with the manufacturer's instructions where appropriate but shall not be ganged with toggle switches.
- S. Coordinate carefully with appropriate trades the size and orientation (vertical, horizontal) of outlet boxes for thermostats, data outlets, fire alarm equipment, security equipment, and other control and communications outlets.
- T. Mounting Heights:

Confirm all mounting height with local codes and authorities prior to bid and adjust as required:

Switches, generally	48" A.F.F. to top of outlet
Safety switches	Center of Switch 48" A.F.F. or as required.
Receptacles, generally	16" A.F.F. to bottom of outlet
Receptacles over counters	Bottom of outlet 6" above countertops or 2" above backsplashes
Computer Outlets	16" A.F.F. to bottom of outlet
Wall mounted exit and emergency lights	Bottom of fixture 7'- 6" A.F.F. or 12" below Ceiling whichever is lower
Thermostat	Top of outlet 48" A.F.F. or as noted by mechanical drawings.
Electric Water Coolers	Coordinate location with plumbing contractor to locate the receptacle(s) concealed within the EWC enclosure per manufacturer's installation instructions.

- U. Install blank coverplates on all unused power and auxiliary outlet boxes. Blank coverplates shall match other cover plates installed in the facility.
- V. Furnish blank plates, matching those on the other outlets in the same area, on TV outlets and other outlets installed for future use.

3.18. WIRING DEVICES:

- A. Install wall devices vertically' unless otherwise noted, so that all devices of any given height will align exactly.
- B. Where boxes are not flush or square with the finished wall surface install wiring devices utilizing a leveler and retainer equal to Caddy #RLC or Steel City #SSF-SR.
- C. Plates shall be plumb and true with all four edges contacting wall surface.
- D. Mount receptacles with grounding terminals down.
- E. Do not install devices until plastering or other type wall covering has been completed; install ahead of painting work but protect from paint spatter.
- F. Use screw terminal connections only.
- G. Do not gang dimmer switches with toggle switches.
- H. Each single or multi outlet receptacle, other than straight blade, 15 or 20 amp, 120 volts, NEMA 5-15R or NEMA 5-20R, shall be provided with matching cord plugs and a minimum of 8 feet of Type SOW cable matching the receptacle size and configuration.
- I. Pin and sleeve plugs for food service equipment shall be provided with a Type SOW cable connected to the equipment and plug of sufficient length to reach from the equipment to the plug with a minimum of 18" slack cord. Minimum length shall be 6 feet from equipment to plug.
- J. Provide "Kellums" type grips at the plug, cord connector, and for overhead support on all overhead cord connector drops.

3.19. ELECTRICALLY POWERED EQUIPMENT AND CONTROLS:

- A. Provide and install power circuits for all electrically powered equipment and controls.
- B. Heating, Ventilating, and Air Conditioning Control Wiring and Conduit:
 - 1. The electrical contractor shall be responsible for installing outlet boxes for flush mounted HVAC system thermostats in dry wall or masonry wall construction and, where called for on the plans, for surface mounted metallic raceway in finished areas. Extend $\frac{3}{4}$ " conduit from the outlet to above nearest accessible ceiling and terminate horizontally. Refer to the Mechanical/HVAC plans for thermostat locations and coordinate exact type outlet required and orientation with the Mechanical/HVAC contractor.
 - 2. The Mechanical Contractor shall be responsible for the installation of all outlets and conduit for surface mounted devices in unfinished areas such as shops, warehouses, industrial facilities, etc.
 - 3. The mechanical contractor shall furnish and install all low and line voltage control wiring required for the temperature control and/or ventilation systems.
- C. Where Fire Alarm system duct mounted smoke detectors and HVAC shut down interface relays are provided, the Electrical contractor shall provide wiring from the smoke detectors to the HVAC shut down interface relay. All circuiting from the shut down relay to the HVAC controls and/or starters shall be provided and installed by the Mechanical/Controls contractor.
- D. The mechanical contractor shall furnish all motor starters for the temperature control and/or ventilation equipment unless otherwise indicated on the electrical plans or elsewhere in these electrical specifications. The electrical contractor shall install all motor starters, except for equipment with factory installed starters, for the temperature control and/or ventilation equipment.
- E. Where exhaust fans are supplied with field installed speed controllers, the Electrical Contractor shall provide all necessary circuiting to the fan/speed controller and between the fan and the speed controller.

3.20. DISCONNECTING MEANS:

- A. Where required by the National Electrical Code and/or other applicable codes or authorities, or where indicated on the electrical plans, the electrical contractor shall furnish and install an approved disconnecting means for all electrically powered equipment and/or controllers for such equipment whether the disconnecting means is or is not shown on the electrical plans.
 - 1. The location, rating, and enclosure for the disconnecting means shall be as required by the National Electrical Code and/or other applicable codes or authorities.
 - 2. Manual motor starters with thermal overload protection may be used in lieu of safety switches for individual motors under 1 horsepower.
 - 3. Motor rated switches may be used for the disconnecting means when supplied of correct voltage, phase, amperage rating, and enclosure type.
 - 4. The disconnecting means shall be as manufactured by General Electric, Cutler Hammer, or Siemens. Square D will not be accepted.
- B. Where the disconnecting means shown on the electrical plans has a rating greater than the required code rating, the greater rating device shall be installed.
- C. An approved horsepower rated fusible safety switch shall be installed where the circuit overcurrent protection does not provide overload protection for the equipment served and where required to meet the equipment's listing requirements.
- D. Motor rated switches may be used as service disconnect switches when supplied with a pad-lockable, handle locking guard.
- E. Install an engraved phenolic nameplate on the front of each switch enclosure identifying the equipment served by the safety switch and source of power (i.e., panel name and circuit number). Plates shall be white with black lettering. The plates shall be permanently installed with stainless steel screws or stainless-steel rivets.
- F. All disconnects installed in public areas or in areas readily accessible to the public shall be lockable and shall be furnished with a brass lock. Provide 10 keys for each lock. All disconnect locks furnished on the project shall be keyed alike.

3.21. DATA AND TELECOMMUNICATIONS SYSTEMS:

- A. Install a 1" conduit from each Data and Communications outlet box to nearest Data/Telecomm Backboard, and terminate with an insulating bushing within 18" of the J-Hooks or cable tray.
- B. Conduits shall be run with no more than the equivalent of three 90 degree bends.
- C. The conduit shall be run without pull boxes, junction boxes, or conduit bodies.
- D. Install outlet boxes and conduits for the intercom system. See specifications for intercom system.

3.22. LIGHTING FIXTURES:

- A. The installation and support of all lighting fixtures shall be the responsibility of the Electrical Contractor.
- B. Lay out work as shown, and to provide attractive and efficient arrangement.
- C. Install fixtures level, plumb, and true with ceiling and walls, and in alignment with adjacent lighting fixtures.
- D. Provide adequate and substantial supports for fixtures in accordance with manufacturers' directions and as specified herein.
- E. A Re-lock system will not be accepted for installing lights.
- F. Wire grid mounted luminaries individually to junction boxes with flexible conduit not more than 6 feet in length. Individual flexible connections shall be 2 #14 and 1 #14 ground THHN in 3/8" flexible conduit. Ground wire shall be bonded at each end.
- G. Light fixtures with center baskets shall have all fixtures in a room installed with the center baskets oriented in the same direction.
- H. Fixtures mounted in inverted "T" grids:
 - 1. For round fixtures or fixtures smaller in size than the ceiling grid, provide a minimum of two wires per fixture located within 4 inches of each corner of the ceiling grid in which the

fixture is located. Do not support fixtures by ceiling acoustical panels. Fixtures shall be supported independent of the ceiling system or shall be supported by at least two metal channels spanning the grid system, and secured to, the ceiling tees. One support wire shall be attached to the center of the fixture or to each of the metal channels.

2. Surface mounted fixtures:
 - a. Surface mounted fixtures installed on lay-in ceiling systems shall be supported independent of the ceiling system from the building structure with a minimum of two (2) 3/8", minimum, all-thread rods.
 - b. Install nuts and washers on inside and outside of the fixture housing to provide a rigid installation.
 - c. Provide cross bracing as required such that fixtures have no lateral movement.
- I. All stems on lighting fixtures shall be installed as follows: (except fixtures with slide grip hangers) first and last stem in row in first knockout from end of fixture. One stem shall be installed between each two fixtures, stem shall center joint, where fixtures join, and attach by use of "jointing plates". Nipples with lock nuts and bushings shall connect all fixtures in continuous rows other than recessed grid type.
- J. All suspended lighting fixtures shall be provided with chain or cable sway bracing to keep fixtures from swinging.
- K. Fixtures installed in fire rated assemblies shall be tented in accordance with the specified assembly.
- L. Means shall be provided to keep insulation 4" minimum away from fixtures not rated for direct contact with insulation.
- M. Prior to final inspection clean fixtures and lamps with a soft cloth or sponge and detergent (not soap) solution.
- N. All lighting fixtures installed in gymnasiums, hangars, high bay or similar use areas shall be equipped with wire guards.
- O. All emergency and exit lights designated on drawings shall be provided with an 1100-lumen battery ballast.
- P. All light fixtures shall be supported to the structure independent of the ceiling system on two opposite sides. Support wires shall be different color from ceiling support wires. Engage all ceiling mounting clips. If light fixture is not provided with grid support clips, then the contractor will be responsible to support the fixture on all four sides with support wires. See "Typical Lay-In Luminaire Detail" on drawings for further requirements.

3.23. PANELBOARDS:

- A. Panelboards shall be installed where shown on the drawings.
- B. Ratings and configurations shall be as scheduled and/or indicated on the drawings.
- C. The Electrical Contractor shall coordinate installation of equipment in Electrical and Electrical/Mechanical spaces with other trades such that Code required clearances and working space around the electrical equipment is maintained.
- D. Conduit termination:
 1. In general use panelboards with blank ends, without knockouts.
 2. Layout conduit entries carefully to allow clearances for drywall or CMU wall thickness, and to accommodate the number and sizes of home run conduits and specified spare conduits.
 3. Use Greenlee Knock-Out punch, or equal, to cut holes in panelboard ends and/or sides for conduit installation. Do not drill holes or cut holes out with snips or torch.
- E. Phase arrangement in panelboards shall be per the NEC, phase A, B, C from front to back, top to bottom, or left to right as viewed from the front.
- F. In Delta connected systems the "high" leg shall be the B phase and shall be clearly marked with an orange outer finish.
- G. Multi-Section Panelboards:

1. Sub-feed conductors shall be the same size as the conductors feeding the main section.
2. Circuiting originating in one section shall not pass through another section.
3. Circuit conductors and grounding conductors shall originate in the same panelboard section.
4. A separate isolated grounding conductor shall be installed from the main section to the sub-feed section(s).
5. Where the panelboard is rated for service entrance equipment the sub-feed section shall have a separate isolated ground buss fed from the main section ground buss.

H. Labeling:

1. Each panelboard shall have an engraved phenolic plate permanently installed on the front of the panel with the panel name, current rating, and voltage rating.
2. Where there is more than one nominal voltage system the panel shall also have an engraved phenolic plate describing the means of identification used to identify the phase and system of each ungrounded conductor of the system served by the panel.
3. Plates shall be white with black lettering.
4. Panelboard circuit numbers shall be as indicated on the panelboard schedules.

3.24. PHOTOELECTRIC CELLS, TIMERS, AND CONTACTORS FOR LIGHTING CONTROL:

- A. Install time clocks where accessible.
- B. Install photoelectric cells so that lighting fixtures do not affect the cell.
- C. Adjust time clock(s) and photoelectric cells as required for proper operation.

3.25. IDENTIFICATION AND LABELING:

A. Feeder Designation:

1. Non-ferrous identifying tags or pressure sensitive labels shall be securely fastened to all cables, feeders, and power circuits in vaults, pull boxes, manholes, switch gear and at termination of cables. Tags or labels shall be stamped or printed to correspond with markings on drawings so that feeder or cable number and phase can be readily identified.
2. Where there is more than one nominal voltage system, each ungrounded system conductor shall be identified by phase and system wherever accessible per NEC. The means of identification shall be permanently posted at each branch-circuit panelboard.

B. Color Coding of Conductors:

1. The ungrounded (phase) conductors and the grounded (neutral) conductors of each voltage system shall be identified by the following color coding method:
 - a. 120/240 Volts, Single Phase, 3 Wire:
 - 1) Grounded (Neutral) Conductor --- White
 - 2) Ungrounded (Phase) Conductors --- Red, Black
 - a. 120/240 Volts, Three Phase, 4 wire:
 - 1) Grounded (Neutral) Conductor --- White
 - 2) Ungrounded (Phase) Conductors --- Red, Orange, Black
 - b. 120/208 Volts, 3 Phase, 4 Wire:
 - 1) Grounded (neutral) Conductor --- White
 - 2) Ungrounded (phase) Conductors --- Black, Blue, Red
 - c. 277/480 Volts, 3 Phase, 4 Wire:
 - 1) Grounded (neutral) Conductor --- Gray
 - 2) Ungrounded (phase) Conductors --- Brown, Orange, Yellow
2. Green shall be used for equipment grounding conductors only.
3. The insulation color shall be visible for the entire length of wire.

C. Panelboard:

1. Each Lighting and Power Panelboard shall contain a typed circuit directory listing all circuit breakers and the load served by each.
2. Panelboard directories shall be typewritten and shall include adequate descriptions for proper identification of individual circuits. Do not write in or on panelboards.
3. On Distribution panelboards, provide and install an engraved laminated label for each circuit, indicating circuit's number and load served.

4. Each panelboard shall have an engraved phenolic plate permanently installed on the front of the panel with the panel name, current rating, and voltage rating.
 5. Where there is more than one nominal voltage system each panelboard shall have an engraved phenolic plate describing the means of identification used to identify each phase, neutral, and grounding conductors of the system served by the panelboard per NEC.
 6. Plates shall be white with black lettering.
- D. Wall Switches: Where three or more switches are ganged, and elsewhere as indicated, identify each switch with approved legend engraved on the wall plate.
- E. Receptacles: Install a label on the face of the coverplate and tags or wire markers inside the outlet box identifying the panelboard and circuit number from which the outlet is served. Use machine-printed, pressure-sensitive, abrasion-resistant label tape on face of coverplate- black print on clear tape on light colored or stainless-steel plates and white print on clear tape on dark colored plates. Embossed tape labels will not be accepted. Use durable wire markers or tags within outlet boxes.
- G. Disconnect Switches:
1. Install an engraved phenolic nameplate on the front of each switch enclosure identifying the equipment served by the safety switch and source of power (i.e., panel name and circuit number).
 2. Plates shall be white with black lettering.
 3. The plates shall be permanently installed with stainless steel screws or stainless-steel rivets. Plates installed with glue or other adhesives will not be accepted.
 4. Where motor rated switches are used as service disconnect switches, labeling shall be as described for receptacles.
- H. Junction boxes: Identify circuits enclosed in concealed junction boxes on the cover with permanent marking pen.
1. For power and lighting circuits indicate panelboard of origin and panelboard circuit number(s).
 2. For auxiliary systems circuiting indicate the system and zone served.
- I. Service disconnects:
1. An additional engraved sign shall be permanently attached next to panelboard circuit breakers, on enclosed circuit breaker enclosures, and/or on disconnect switches used as service disconnects to identify each main service disconnect.
 2. The sign shall be red with white lettering a minimum of ½" high.
 3. Where multiple main disconnects are utilized the labels shall identify each as one of a group, i.e., "Service Disconnect 1 of 3", etc. where there are three service disconnects.

3.26. SECONDARY SURGE ARRESTERS:

- A. Secondary surge arresters shall be installed in strict accordance with the manufacturer's recommendations.
- B. Arrester may be mounted to the side of a surface mounted panelboard or trough. If such a surface is not available, the arrester shall be mounted on a bracket in its own flush mount enclosure located immediately adjacent to the service panel. Ensure that all leads are attached per manufacturer's recommendations. Excess lead length shall be cut off prior to making connections.

3.27. CONCRETE:

- A. The Electrical Contractor shall be responsible for placing concrete for electrical equipment pads, lighting standard bases, electrical equipment supports, and at other locations as indicated on the electrical drawings and/or specified herein.
- B. This Contractor shall be responsible for size, location, and orientation of the pads, bases, etc. Any required additions or modifications to concrete due to incorrect size, location, or orientation shall be the responsibility of this contractor.

- C. Concrete shall be cured for a period of not less than seven (7) days prior to setting poles, transformers, switchgear, motor control centers, or other pad mounted equipment.
- D. Forms shall be completely removed after concrete has cured and prior to setting equipment.
- E. A smooth wood float finish shall be given to exposed, unformed concrete.
- F. Honeycombed, or otherwise defective areas of concrete shall be repaired by patching with cement mortar.

3.28. EQUIPMENT TOUCHUP AND PAINTING:

- A. Clean damaged and disturbed areas on all painted surfaces of enclosures, cabinets, and equipment, sand smooth, and apply primer, intermediate, and finish coats of paint to suit the degree of damage at each location. Paint shall be the manufacturer's supplied touch up paint or a matching paint. Prep all surfaces to be painted by removing all rust, dirt, oil, and any other material that might inhibit good paint adhesion by mechanical means and/or with solvents.
- B. Follow paint manufacturer's written instructions for surface preparation and for timing and application of successive coats.
- C. Repair damage to galvanized finishes with two coats of zinc-rich paint recommended by manufacturer.
 - 1. Paint cut ends.
 - 2. Paint all drilled and punched holes.
 - 3. Paint all knicks and scratches.
 - 4. Paint all field cut conduit threads.
- D. Repair damage to PVC or paint finishes with matching touchup coating recommended by manufacturer.

END OF SECTION



AIA[®] 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)

Crenshaw County Commission
P.O. Box 227
Luvern, AL 36049

BOND AMOUNT: \$**PROJECT:**

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

Crenshaw County Sportsplex, Phase 3 (LWCF Project No. 22-LW-1086)
US 29 / Hwy 331
Luverne, Alabama 36049

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

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

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

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 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.

Signed and sealed this day of

, Two Thousand Twenty-Five

CONTRACTOR AS PRINCIPAL *(Signature)*

BY: Crenshaw County Commission

(Printed name and title)

(Witness)

SURETY *(Signature)*

BY: TBD

(Printed name and title)

(Witness)

 **AIA**[®] 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)*

Crenshaw County Commission
P.O. Box 227
Luverne, AL 36049

CONSTRUCTION CONTRACT

Date: 1-30-2025

Amount: \$ 0.00

Description:

(Name and location)

Crenshaw County Sportsplex, Phase 3 (LWCF Project No. 22-LW-1086)
US 29 / Hwy 331
Luverne, Alabama 36049

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond:

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 to or deleted from the original AIA text.

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

Company:

(Corporate seal)

Company:

(Corporate seal)

CONTRACTOR AS PRINCIPAL *(Signature)*

SURETY *(Signature)*

BY: TBD

(Printed name and title)

BY: TBD

(Printed name and title)

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

(FOR INFORMATION ONLY — Name, address and telephone)

§ 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.)



Payment Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

CONSTRUCTION CONTRACT

Date: 1-30-2025

Amount: \$ 0.00

Description:

(Name and location)

Crenshaw County Sportsplex, Phase 3 (LWCF Project No. 22-LW-1086)

US 29 / Hwy 331

Luverne, Alabama 36049

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond:

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 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.

Company:

(Corporate seal)

Company:

(Corporate seal)

CONTRACTOR AS PRINCIPAL *(Signature)*

SURETY *(Signature)*

BY: TBD

(Printed name and title)

BY: TBD

(Printed name and title)

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 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.)



 **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 Thirtieth day of January in the year Two Thousand Twenty-Five
(In words, indicate day, month and year.)

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

Crenshaw County Commission
P.O. Box 227
Luverne, AL 36049

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

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

Crenshaw County Sportsplex, Phase 3 (LWCF Project No. 22-LW-1086)
US 29 / Hwy 331
Luverne, Alabama 36049

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

Foshee Architecture, LLC
21 S Court Street
Montgomery, AL 36104
(334)273-8733

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 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.

TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

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

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

§ 3.3 Substantial Completion

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

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

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

By the following date:

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

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

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

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be zero Dollars and Zero Cents (\$ 0.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

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

Item	Price
------	-------

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

Item	Price	Conditions for Acceptance
------	-------	---------------------------

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

Item	Price
------	-------

§ 4.4 Unit prices, if any:

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

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

§ 4.5 Liquidated damages, if any:

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

§ 4.6 Other:

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

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

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

(Federal, state or local laws may require payment within a certain period of time.)

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

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

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

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

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

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

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

§ 5.1.7 Retainage

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

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of

retainage may be limited by governing law.)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

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

(Insert any other conditions for release of retainage upon Substantial Completion.)

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

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

§ 5.2 Final Payment

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

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

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

§ 5.3 Interest

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

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

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner’s representative:

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

§ 8.3 The Contractor’s representative:

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

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

§ 8.5 Insurance and Bonds

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

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

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below: *(If other than in accordance with a building information modeling exhibit, 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 Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit 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
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.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)

BY: Crenshaw County Commission

(Printed name and title)

CONTRACTOR (Signature)

BY: TBD

(Printed name and title)



AIA® Document A201® – 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Crenshaw County Sportsplex, Phase 3 (LWCF Project No. 22-LW-1086)
US 29 / Hwy 331
Luverne, Alabama 36049

THE OWNER:

(Name, legal status and address)

Crenshaw County Commission
P.O. Box 227
Luverne, AL 36049

THE ARCHITECT:

(Name, legal status and address)

Foshee Architecture, LLC
21 S Court Street
Montgomery, AL 36104

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- 13 MISCELLANEOUS PROVISIONS

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

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ARTICLE 1 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 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 and certify termination of the Agreement under Section 14.2.2.

§ 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.

§ 1.2.2 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 will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment 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 this 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 material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them 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 material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect’s consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

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 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner’s ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 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.

§ 2.2.3 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.

§ 2.2.4 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.

§ 2.2.5 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.

§ 2.3 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.

§ 2.4 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 written 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 deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor 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. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

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 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 2.2.3, 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 make 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 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, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and 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 written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

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

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

§ 3.4 LABOR AND MATERIALS

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

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 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

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.

§ 3.6 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 21 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 an equitable adjustment 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 in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed 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 furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply 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 SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be 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, 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 maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be 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 the way by which 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 requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing 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 written 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. 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 cause such services or certifications to be provided by a properly 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, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, 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. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 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, and 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 and patching shall be restored to the condition existing prior to the cutting, fitting and 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 such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's 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 or 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 Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect 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 such 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 the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such 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 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.

§ 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.

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

§ 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, except as provided in Section 3.3.1.

§ 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 report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) 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 FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 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 13.5.2 and 13.5.3, whether or not such 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, material and equipment 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, unless otherwise specifically stated by the Architect, 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 authorize 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 duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 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 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 or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply 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 previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, 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, which the Contractor, by these 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 in writing; 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 such 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 Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 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 other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the 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, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor 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 report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report 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, except as to defects not then reasonably discoverable.

§ 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 the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors 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, and the Contractor shall proceed promptly, 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 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 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.

§ 7.3.6 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.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and 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 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .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 related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 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 has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

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, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 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 an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order 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

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.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's 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. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material 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 material 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, material suppliers, or other persons or entities making a claim by reason of having 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 issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part 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 comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. 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. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. 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 material 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 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 the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 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 material or equipment suppliers 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 Architect will reflect such payment on the next Certificate 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 material and equipment 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 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, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment 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 and 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, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 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' written 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 shut-down, 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, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall 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 such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such 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 as required under Section 11.3.1.5 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 written 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 and, 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 terms and conditions of 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 and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial 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 and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, 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. If such lien 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 such lien, 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 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 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; or
- .3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material 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 or the Contractor's Subcontractors or Sub-subcontractors; 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 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 owners and users of adjacent sites and utilities.

§ 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, except damage or loss 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, 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.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. 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 report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written 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 such material or substance or who are to perform the task of removal or safe containment of such 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 in the amount of the Contractor's reasonable additional costs of shut-down, 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 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 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 indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance 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 indemnify 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 LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed 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:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents 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 during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

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

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsehood, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 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, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

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, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, 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 covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 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.

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, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after 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 an 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 written 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 2.4.

§ 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, whether completed or partially completed, of the Owner or separate contractors 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 except that, 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 such 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 such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 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.

§ 13.4.2 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 there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 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 (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 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 13.5.1, 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 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 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.

§ 13.5.4 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.

§ 13.5.5 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.

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

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may 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.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time 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 13.7.

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 or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, 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 promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, 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' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor 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' written 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 for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .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 above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, 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' written 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 as described in 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 written 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 Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

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, 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.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written 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 must 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 CONTINUING CONTRACT PERFORMANCE

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. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

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

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein 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.

§ 15.1.5.2 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.

§ 15.1.6 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 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, 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 arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no 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 such 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 an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, 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 15.1.6 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 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

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

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

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

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

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

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

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

Land and Water Conservation Fund (LWCF) and Recreational Trails Program (RTP) Contract Agreement Special Provisions

1. The facility to be designed will comply with the Architectural Barriers Act of 1968 (Public Law 90-480) and DOI Section 504 Regulations (43 CFR Part 17).
2. The completion of the work will be in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.
3. The contractor will comply with the provisions of: Executive Order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement or water pollution, and Executive Order 11990 relating to the protection of wetlands.
4. The contractor agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).
5. The contractor will comply with Executive Orders 11625, 12138, and 12432, Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs) as follows, in accordance with 43 CFR 12.76:
 - (a) Include qualified MBEs/WBEs on solicitation lists.
 - (b) Solicit these firms whenever they are potential sources of supplies, equipment, construction, or services.
 - (c) Where feasible, divide total requirements into smaller needs, and set delivery schedules that will encourage participation by these firms.
6. Contracts for construction shall comply with the provisions of 43 CFR Part 12 (Administrative and Audit Requirements and Cost Principles for Assistance Programs, Department of the Interior).
7. No grant or contract may be awarded by any grantee, subgrantee or contractor of any grantee or subgrantee to any party which has been debarred or suspended under Executive Order 12549. By signing this Construction Contract, the contractor certifies that it will comply with debarment and suspension provisions appearing below.
8. In accordance with the "Stevens Amendment" (to Section 623 of the Treasury, Postal Service and General Government Appropriations Act), for procurement of goods and services (including construction services) having an aggregate value of \$500,000 or more, the amount and percentage (of total costs) of federal funds involved must be specified in any announcement of the awarding of a contract.

9. Retention and Custodial Requirements for Records

- (a) Financial records, supporting documents, statistical records, and all other records pertinent to this grant shall be retained in accordance with 43 CFR Part 12 for a period of three years; except the records shall be retained beyond the three-year period if audit findings have not been resolved.
- (b) The retention period starts from the date of the final expenditure report for the project or the consolidated project element.
- (c) The Secretary of the Interior and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the State and local governments and their subgrantees which are pertinent to a specific project for the purpose of making audit, examination, excerpts and transcripts.

10. Lobbying with Appropriated Funds

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

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

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

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

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

11. Provision of a Drug-Free Workplace

The undersigned certifies that it will or continue to provide a drug free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;*
- (2) The grantee's policy of maintaining a drug free workplace;*
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and*
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;*

(c) Making it a requirement that each employee to be engaged in the performance of a grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

- (1) Abide by the terms of the statement; and*
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;*

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or*
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;*

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

12. Civil Rights Assurance

The undersigned certifies that, as a condition to receiving any Federal assistance from the Department of the Interior, it will comply with all Federal laws relating to nondiscrimination. These laws include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color, or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et. seq.), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. THE UNDERSIGNED HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE shall apply to all aspects of the contractor's operations including those parts that have not received or benefited from Federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the contractor by the Department, this assurance shall obligate the undersigned, or in the case of any transfer of such property, any transferee, for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the undersigned for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the undersigned by the Department, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date.

The undersigned recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United State shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the contractor, its successors, transferees, assignees, and subrecipients and the person whose signature appears on the grant agreement and who is authorized to sign on behalf of the contractor.

FEDERAL CITATIONS FOR CIVIL RIGHTS REQUIREMENTS:

A. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 43 CFR 17, SUBPART A

B. SECTION 504 OF THE REHABILITATION ACT OF 1973, 43 CFR 17, SUBPART B

C. NON-DESCRIMINATION ON THE BASIS OF AGE, 43 CFR 17, SUBPART C

D. ADA TITLE II, 28 CFR 35

E. ADA ACCESSIBILITY GUIDELINES, 28 CFR 36

F. TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, 43 CFR 41

G. LIMITED ENGLISH PROFICIENCY (E.O. 13166), 28 CFR 42.104(b)(2)

13. Debarment and Suspension

Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

(1) *The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:*

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of record,, making false statement, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies by submission of this application that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this application.

14. The contractor will comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented by Office of Federal Contract Compliance Programs (OFCCP) of the Department of Labor regulations (41 CFR chapter 60-4). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)
15. The contractor will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair)
16. The contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)
17. The contractor will comply with all standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (Pub. L. 94-163, 89 Stat. 871)

CERTIFICATE OF NON-SEGREGATED FACILITIES

The federally assisted construction contractor certifies that he does not maintain or provide for his employee any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washroom, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or other reason. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause, and that he will retain such certifications in his files.

NOTICE TO PROSPECTIVE CONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES:

A Certification of Non-segregated Facilities must be submitted prior to the award of a contract or subcontract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity Clause.

Certification - The information above is true and complete to the best of my knowledge and belief.

(Please Print) Name and Title of Signer

Signature Date

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

State of _____)
County of _____)

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by ACT 2012-491)

DATE: _____

RE Contract/Grant/Incentive (describe by number or subject):

_____ by and between
_____ (Contractor/Grantee) and
_____ (State Agency, Department or Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of _____ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by ACT 2012-491) which is described herein as "the Act."

2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit.

a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, and foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.

b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

___ (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.

___ (b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, the Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;

4. The Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this _____ day of _____ 20____.

Name of Contractor/Grantee/Recipient

By: _____

Its _____

The above Certification was signed in my presence by the person whose name appears above, on this _____ day of _____ 20____.

WITNESS: _____

Printed Name of Witness