

PROJECT MANUAL, DIVISIONS 01-33

Craig Elementary School Boiler Upgrades

For the

Craig School District

CONSTRUCTION DOCUMENTS

VOLUME I

July 17th, 2023

MRV No. 2232



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SECTION 00 1113
ADVERTISEMENT FOR BIDS

- A. INVITATION FOR BIDS: The Craig School District is soliciting sealed bids for a single construction contract to perform Heating Boiler Upgrades for the Craig Elementary School. Work will provide comprehensive new boiler system tied into existing distribution system. Minor associated electrical and patch and repair work to be included.
- B. PROJECT DESCRIPTION: The Craig School District is soliciting sealed bids for a single contract to perform upgrades to the Craig Elementary School.
- C. BID DOCUMENTS: Bid materials will be available through MRVArchitects.com on Aug 1, 2023. Bids will be received at MRV Architects, 1420 Glacier Ave, Juneau, until Tues, Aug 22 at 2:00 pm, at which point they will be publicly opened.
- D. PRE-BID ON-SITE MEETING: A non-mandatory pre-bid walkthrough of the project will be conducted by the School District and Project Architect on Tuesday, Aug 10 at 10:00 am.
- E. PROJECT CONTACT: Zane Jones, AIA, or Paul Voelckers, AIA. (907)-586-1371.
- F. BIDDING REQUIREMENTS: Refer to bidding requirements described in Document 00 2113 - Instructions to Bidders.

END OF SECTION

SECTION 00 2113
INSTRUCTIONS TO BIDDERS

SUMMARY

1.01 RELATED DOCUMENTS

- A. Document 00 1113 - Advertisement for Bids
- B. Document 00 3000 - Bid Modification Form
- C. Document 00 4100 - Bid Form
- D. Document 00 4323 - Alternates Form
- E. Document 00 7300 - Supplementary Conditions

2.01 INTENT

- A. The intent of this Bid request is to obtain an offer to perform work to complete the renovation and upgrade work for two Craig School building projects for a Stipulated Sum contract, in accordance with the Contract Documents.

2.02 BID SUBMISSION

- A. Bids signed and under seal, executed, and dated will be received at the office of the Architect at 1420 Glacier Avenue, Suite 101, Juneau, AK 99801 before 2:00 p.m. local standard time on **Tuesday, Aug 22, 2023.**
- B. Offers submitted after the stipulated time shall be returned to the bidder unopened.
- C. Offers will be opened publicly and read aloud at the time indicated for receipt of bids.

2.03 BID SUBMISSION PROCEDURE

- A. Submit one copy of the executed offer on the Bid Forms provided, signed and sealed with the required security in a closed opaque envelope, clearly identified with bidder's name, project name and Owner's name on the outside.
- B. The Bid shall be delivered by the time and to the place stipulated in the Instructions to Bidders. It is the Bidder's sole responsibility to see that its Bid is received in proper time.
- C. Bids sent by United States Post Office mail delivery will not be accepted. Bids must be delivered in person or by courier service to the address stipulated in the Instructions to Bidders.

2.04 BID DOCUMENTS

- A. Bid documents may be obtained by contacting MRV Architects at www.mrvarchitects.com/bid-projects/. An electronic plan holders list will be created, used for addenda and other bid purposes.
- B. It will be the Bidders sole responsibility to obtain and print materials as desired from posted contract documentation.
- C. Bid Documents may also be viewed in person at the office of Architect, 1420 Glacier Ave., #101, Juneau, AK.. 8:00-5:00 M-F.
- D. Addenda may be issued during the bidding period. All Addenda become part of the Contract Documents. Resultant costs must be included in the Bid Amount, and addenda acknowledged.

2.05 WORK IDENTIFIED IN THE CONTRACT BID DOCUMENTS

- A. Work of this proposed Contract includes comprehensive building construction and renovation work as described in the Construction Documents, including Architectural, Mechanical, and Electrical drawings and specifications covering work for the Craig Elementary School.

2.06 CONTRACT TIME

- A. Perform the Work within the time stated in Document 00 7300 - Supplementary Conditions.
- B. The bidder, in submitting an offer, accepts the Contract Time period stated for performing the Work, including stipulations for Substantial Completion, Final Completion, and Liquidated Damages associated with each school project.

2.07 QUESTIONS ON BID MATERIALS

- A. Direct questions to Zane Jones, Project Architect, telephone: 907-586-1371, email: zane@mrvarchitects.com.
- B. Questions affecting the contract will be responded to in writing, incorporated in addenda, and provided to all plan holders. Verbal answers are not binding on any party.

2.08 BID INELIGIBILITY

- A. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may at the discretion of the Architect, be declared unacceptable.

2.09 SECURITY DEPOSIT

- A. Bids shall be accompanied by a security deposit as follows:
 - 1. Bid Bond of a sum no less than 5 percent of the Bid Amount.
 - 2. A certified cashier's check in the amount of no less than 5 percent of the Bid Amount.
 - 3. The "total bid price" is the amount of the base bid, plus the amount of alternate bids, if any, which total to the maximum amount for which the Contract could be awarded.
- B. Endorse the Bid Bond in the name of the Owner as obligee, signed and sealed by the principal (Contractor) and surety.
- C. Endorse the certified check in the name of the Owner.
- D. The security deposit will be returned after delivery to the Owner of the required Performance and Payment Bond(s) by the accepted bidder.
- E. Include the cost of bid security in the Bid Amount.
- F. In case of refusal or failure of the Bidder to enter into said Agreement, the check or Bid Bond, as the case may be, shall be forfeited to the Owner.
- G. Within 14 Days after the award of the contract, the Owner will return the bid securities accompanying unsuccessful bidders. Successful bidder securities will be held until the Agreement has been executed, then they will be returned to the Bidder.

2.10 PERFORMANCE ASSURANCE

- A. Accepted Bidder: Provide a Performance bond as described in 00 7300 - Supplementary Conditions.
- B. Include the cost of such performance assurance bonds in the Bid Amount.

2.11 BID FORM SIGNATURE

- A. The Bid Form shall be signed by the bidder, as follows:
 - 1. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature.
 - 2. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature.
 - 3. Corporation: Signature of a duly authorized signing officer(s) in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the bid is signed by officials other than the president/secretary of the company, or the president/secretary/treasurer of the company, a copy of the by-law resolution of their board of directors authorizing them to do so, must also be submitted with the Bid Form in the bid envelope.
 - 4. Joint Venture: Each party of the joint venture shall execute the Bid Form under their respective seals in a manner appropriate to such party as described above, similar to the requirements of a Partnership.

2.12 BID MODIFICATION

- A. The Bid Modification Form shall be utilized to indicate any change in intended total price to either the Base Bid work, or any alternate.
- B. The form shall be entirely filled in with all requested data, and signed by the Bidder.
- C. The form shall be faxed, emailed, or mailed to the offices of MRV. Any Modification received less than 30 minutes prior to the bid opening shall be ignored.

2.13 DURATION OF BID OFFER

- A. Base Bids shall remain open to acceptance and shall be irrevocable for a period of 100 days after the bid closing date.

2.14 ACCEPTANCE OF OFFER

- A. Owner reserves the right to accept or reject any or all offers.
- B. Award of a contract, if it is awarded, will be on the basis of the lowest responsive, responsible Bidder whose Bid complies with all the requirements prescribed.
- B. After acceptance by Owner, Architect on behalf of Owner, will issue to the successful bidder, a written Bid Acceptance.

2.15 PRODUCT SUBSTITUTIONS

- A. The procedure for the submittal of substitute, or "or-equal," products is specified in Section 01 6000 - Product Requirements. No determinations of substitution acceptability will be made during the bid period.

2.16 SITE EXAMINATION

- A. Bidders should visit the site and become familiar with the general and local conditions that may affect cost, progress, or performance of the Work.
- B. Bidders shall notify the Architect of significant conflicts, errors, or discrepancies in the Contract Documents and related data that the Bidder may become aware of.
- C. A visit to the project site has been arranged for bidders as part of the Prebid Conference. Other visits, before or after the Prebid Conference, will be facilitated to the extent possible.

2.18 PREBID CONFERENCE

- A. A non-mandatory Prebid Conference has been scheduled for **10:00 am on Aug 10**. The meeting will be held on-site and virtually as requested.
- B. All general contract bidders and subcontractors are encouraged to attend.
- C. Representatives of Architect and Owner will be in attendance.
- D. Information which may come up relevant to the Bid Documents and work scope will be recorded in an Addendum and issued to Bid Document recipients.

END OF SECTION

SECTION 00 3000
BID MODIFICATION FORM

SUMMARY

1.01 RELATED DOCUMENTS

- A. Document 00 1113 - Advertisement for Bids.
- B. Document 00 2213 - Instructions to Bidders
- C. Document 00 4100 - Bid Form.
- D. Document 00 4323 - Alternates Form.
- E. Document 00 7300 - Supplementary Conditions:

1.02 BID MODIFICATION FORM

Following form is used for communicating any intended changes to submitted bid amounts for Base Bid or Alternate Work. Instructions for use are identified in Instructions to Bidders.

BID MODIFICATION FORM

CRAIG SCHOOL RENOVATIONS BID

MRV Architects, Juneau, AK 99801
FAX NO. (907) 463-5544

Name of Bidding Firm: _____

Responsible Party Signature (Must be same signature as on Bid Schedule):

Date: _____

Modification Number: _____

Note: All modifications shall be made to the original bid amount(s). If more than one Bid Modification Form is submitted by any one bidder, changes from all Bid Modification Forms submitted will be combined and applied to the original bid. Changes to the modified bid amounts will be calculated by the Owner.

Pay Item	Modification to Lump Sum Price (Indicate +/-)
Base Bid	

DO NOT REVEAL ORIGINAL BID AMOUNTS

ADDENDA

The following Addenda have been received. The modifications to the Bid Documents below have been considered and all costs are included in the Bid Sum.

1. Addendum # 1 _____ Dated _____.
2. Addendum #2 _____ Dated _____.
3. Addendum #3 _____ Dated _____.
4. Addendum #4 _____ Dated _____.

END OF SECTION

SECTION 00 4100

BID FORM

The Project and the Parties:

TO: Craig School District

FOR: Craig School Renovations

DATE: _____ (BIDDER TO ENTER DATE)

SUBMITTED BY: _____ (BIDDER TO ENTER NAME AND ADDRESS)

A. Bidder's Legal Name _____

1. Address _____

2. City, State, Zip _____

BASE BID OFFER

- A. We, the undersigned, hereby offer to enter into a Contract to perform the Base Bid Work for the Price listed in this bid form of:

_____ dollars (\$_____).

- B. We have included the required security deposit as required by the Instruction to Bidders.
C. We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders.

ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for 100 days from the bid closing date.
B. If this bid is accepted by Owner within the time period stated above, we will:
1. Execute the Agreement within seven days of receipt of Notice of Award.
2. Furnish the required bonds within seven days of receipt of Notice of Award.
C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.
D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders, unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

CONTRACT TIME

- A. If this Bid is accepted, we will perform the contract in accordance with the dates and conditions described in the Supplementary Conditions.

ADDENDA

- B. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

1. Addendum # _____ Dated _____.
2. Addendum # _____ Dated _____.
3. Addendum # _____ Dated _____.
4. Addendum # _____ Dated _____.

BID FORM SUPPLEMENTS

- C. None

BID FORM SIGNATURE(S)

- D. _____
(Bidder – print the full name of your firm)
- E. _____
(Authorized signing officer, Signature in Ink)
- F. _____
(Authorized signing officer – print full name)

END OF SECTION

**SECTION 00 7200
GENERAL CONDITIONS**

PART 1 GENERAL

1.01 SUMMARY

- A. SEE EXHIBIT A; AIA A101 – 2017, Insurance and Bonds
- B. SEE EXHIBIT B; AIA A201 – 2017, General Conditions of the Contract for Construction

END OF SECTION

**SECTION 00 7300
SUPPLEMENTARY CONDITIONS**

PART 1 GENERAL

1.01 SUMMARY

- A. These Supplementary Conditions amend and supplement the AIA General Conditions.
- B. The terms used in these Supplementary Conditions that are defined in the General Conditions have the meanings assigned to them in the General Conditions.

1.02 MODIFICATIONS TO GENERAL CONDITIONS

- A. **COPIES OF DOCUMENTS.** The Owner shall furnish to the contractor final corrected PDF files of the conformed documents, integrating the original bid documents and addendum clarifications. Files will include PDFs for 11x17 drawings, 22x34 drawings, and 8 ½ x 11 specifications. All printing and utilization of the files will be the responsibility of the Contractor.
- B. **CONTRACT DURATION AND MILESTONES.** The following Contractor performance dates will be required: Should Notice to Proceed not be achieved on the date indicated, all contract dates will be shifted equivalently.

- | | |
|--|----------------------------------|
| 1. Contractor Notice to Proceed (Owner): | No later than Tuesday, Sept 1st, |
| 2023 | |
| 2. Elem School: Contractor on site: | Oct 1, 2023 |
| 3. Elem School Substantial Completion: | Nov. 1, 2023 |
| 4. Elem School Final Completion: | Dec 1 , 2023 |

- C. **LIQUIDATED DAMAGES.** Penalties for late completion will be assessed for each school project, matching their different completion dates. The Elementary School is more critical to the District, given direct impact on the ability to hold classes immediately after Substantial Completion.

Elementary School: In the case that the date for Substantial Completion is not met, a liquidated damages cost will be assessed to the Contractor in the amount of \$1,250/ day until safe and efficient student operations are allowable as determined by the Architect.

In the case that Final Completion is not met, a liquidated damages cost will be assessed to the Contractor in the amount of \$500/day until all work is complete.

In the case that Final Completion is not met, a liquidated damages cost will be assessed to the Contractor in the amount of \$500/day until all work is complete.

- D. **INSURANCE AMOUNTS.** The limits of liability for the insurance required by the General Conditions shall provide coverage for not less than the following amounts:
 - 1. Workers' Compensation: Under the General Conditions as in accordance with AS 23.30.045:
 - 2. Applicable Federal (e.g., Longshore): Statutory
 - 3. Employer's Liability
 - a. Bodily Injury by Accident: \$1,000,000.00

- b. Each Bodily Injury by Disease: \$1,000,000.00
 - 4. Contractor agrees to waive all rights of subrogation against the Owner, and the Architect for work performed under Contract.
 - 5. If Contractor directly utilizes labor outside of the State of Alaska in the prosecution of the Work, "Other States" endorsement shall be required as a condition of the Contract.
 - 6. Commercial General Liability: (under Paragraph 5.2C.2 of the General Conditions):
 - a. Combined Single Limit: \$3,000,000.00 Each Occurrence, \$4,000,000.00 Annual Aggregate
 - b. General Policy: \$2,000,000.00 Each Occurrence, \$3,000,000.00 Annual Aggregate
 - d. Personal Injury: \$2,000,000.00 Each Occurrence
 - 7. Comprehensive Automobile Liability, including Owned, Hired, and Non-Owned Vehicles: Combined Single Limit, Bodily Injury: \$1,000,000.00; and Property Damage: \$100,000.00.
 - 8. All policies will provide for 30 days written notice prior to any cancellation or non-renewal of insurance policies required under Contract.
 - 9. Craig School District shall be named as an "Additional Insured" under all liability coverages listed in this Section, except for workers' compensation insurance.
 - 10. With regards to maintaining insurance as denoted within Article 11 of the General Conditions, add the following sentence to the end of the paragraph: Failure by the Contractor to keep such insurance in effect for the time period specified shall be deemed Defective Work and resolved in accordance with the Contract Documents.
- E. PERMITS: The Owner shall apply for, and obtain, the necessary construction permits for this project. The Contractor is responsible for scheduling and coordinating all necessary inspections and resolving issues that are identified.
- F. CONTRACTOR'S WORK SCHEDULE LIMITATIONS. The Contractor shall not operate any excavators, drills, pneumatic hammer, derrick, power hoist, or conduct similar noisy construction activities before 7:00 a.m. or after 9:00 p.m., Monday through Friday, or before 8:00 a.m. or after 8:00 p.m., Saturday, or before 12:30 p.m. or after 8:00 p.m. Sunday, unless a special permit has been obtained from the City of Craig, based upon a determination that extended hours are necessary and will not result in unreasonable disturbance to surrounding residents.
- G. USE OF PREVAILING RATES: AS 36.05.010. A contractor or subcontractor who performs work on public construction in the state as defined by AS 36.95.010 shall pay not less than the current prevailing rate of wages for work of a similar nature in the region in which the work is done. The current prevailing rate of wages is that contained in the latest determination of prevailing rate of wages issued by the Department of Labor and Workforce Development at least 10 days before the final date for submission of bids for the contract. The rate shall remain in effect for the life of the contract or for 24 calendar months, whichever is shorter.
- H. MAXIMUM MARKUPS FOR OVERHEAD AND PROFIT: Change Orders and cost changes developed for changed or expanded construction scope shall include a maximum of 10% added to actual costs for overhead, 8% markup on subcontractors, and a maximum overall mark-up of 6% for profit.
- J. ALASKAN FOREST PRODUCTS: Per AS 36.15.010, in a project financed by state money in which the use of timber, lumber, and manufactured lumber products is required, only timber, lumber, and manufactured lumber products originating in this state from local forests shall be used wherever practicable.

- K. SUBSTANTIAL COMPLETION. The Architect, in consultation with the Owner, shall fairly establish the date of Substantial Completion reflecting the general ability of the Owner to take beneficial occupancy of spaces. Other potential bench-marks for Substantial Completion, such as City occupancy permits, of themselves have no authority on the determination of Substantial Completion.
- L. FINAL COMPLETION. The Architect, in consultation with the Owner, shall establish the date of Final Completion for purpose of Liquidated Damages assessment, if any. This determination shall fairly reflect the overall completion of work items.
- M. FINAL PAYMENT AND ACCEPTANCE. Prior to the final payment, the Contractor shall contact the Alaska Department of Labor (ADOL) and provide the Owner with clearance from the ADOL for the Contractor and all Subcontractors that have worked on the project. This clearance shall indicate that all Employment Security Taxes have been paid. All punch list items will be successfully completed, and as-built information as required by the specifications shall be complete. Final payment shall also reflect the assessment of Liquidated Damages, if any.
- N. Potential Bid Protest: 4 AAC 31.080. Construction and acquisition of public school facilities
 - (c) The school district shall provide for the administrative review of a complaint filed by an aggrieved offeror that allows the offeror to file a bid protest, within 10 days after notice is provided of intent to award the contract, requesting a hearing for a determination and award of the contract in accordance with the law. The school district shall provide notice to all interested parties of the filing of the bid protest.

END OF DOCUMENT

DRAFT AIA® Document A101® – 2017

Exhibit A

Insurance and Bonds

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

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

«Craig Middle School»
« »

THE OWNER:
(Name, legal status and address)

«Craig School District»« »
«100 School Road»

THE CONTRACTOR:
(Name, legal status and address)

« »« »
« »

TABLE OF ARTICLES

A.1 GENERAL

A.2 OWNER'S INSURANCE

A.3 CONTRACTOR'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

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

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

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

§ A.2.2 Liability Insurance

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

ADDITIONS AND DELETIONS:

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

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

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

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

§ A.2.3 Required Property Insurance

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

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

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

Causes of Loss

<< >>

Sub-Limit

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

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage

<< >>

Sub-Limit

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

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

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

§ A.2.3.3 Insurance for Existing Structures

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

§ A.2.4 Optional Extended Property Insurance.

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

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

the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

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

« ☐ »

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

« ☐ »

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

« ☐ »

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

« ☐ »

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

« ☐ »

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

« ☐ »

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

« ☐ »

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

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

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

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

<< >>

[<< >>] **§ A.2.5.2 Other Insurance**

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

Coverage

Limits

<< >>

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

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

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

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

§ A.3.2 Contractor's Required Insurance Coverage

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

<< >>

§ A.3.2.2 Commercial General Liability

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

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

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

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.

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

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

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

§ A.3.2.5 Workers' Compensation at statutory limits.

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

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

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

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

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

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

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

§ A.3.3 Contractor's Other Insurance Coverage

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

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

« »

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

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

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

« »

- [« »] § A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate, for Work within fifty (50) feet of railroad property.
- [« »] § A.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- [« »] § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.
- [« »] § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.
- [« »] § A.3.3.2.6 Other Insurance
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

Limits

« »

§ A.3.4 Performance Bond and Payment Bond

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

(Specify type and penal sum of bonds.)

Type
Payment Bond
Performance Bond

Penal Sum (\$0.00)

<< >>

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

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

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

<< >>

DRAFT AIA® Document A201® - 2017

General Conditions of the Contract for Construction

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

«Craig Middle School»
« »

THE OWNER:
(Name, legal status and address)

«Craig School District»«»
«100 School Road»

THE ARCHITECT:
(Name, legal status and address)

« »« »
« »

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

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set

forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

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

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

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

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

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

have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 Mutual Responsibility

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the

Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;

- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

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

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

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

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

change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

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

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

§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot

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

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

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

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

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

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

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

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

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

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

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

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

§ 11.2 Owner's Insurance

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

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

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

§ 11.3 Waivers of Subrogation

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

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

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

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

§ 11.5 Adjustment and Settlement of Insured Loss

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

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

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

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

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

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

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

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

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

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

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

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

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

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

§ 15.2 Initial Decision

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

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

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

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

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

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

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

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

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

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

§ 15.3 Mediation

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

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

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

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

§ 15.4 Arbitration

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

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

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

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

§ 15.4.4 Consolidation or Joinder

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

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

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

SECTION 01 2000
PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Documentation of changes in Contract Sum and Contract Time.
- C. Change procedures.
- D. Procedures for preparation and submittal of application for final payment.

1.02 RELATED REQUIREMENTS

- A. Section 00 5000 - Contracting Forms and Supplements: Forms to be used.
- B. Document 00 5200 - Agreement Form: Contract Sum, retainages, payment period, monetary values of unit prices.
- C. Document 00 7200 - General Conditions and Document 00 7300 - Supplementary Conditions: Additional requirements for progress payments, final payment, changes in the Work.

1.03 SCHEDULE OF VALUES

- A. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Architect for approval.
- B. Forms filled out by hand will not be accepted.
- C. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.
- D. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification Section. Identify site mobilization.
- E. Include in each line item, the amount of Allowances specified in this section.
- F. Revise schedule to list approved Change Orders, with each Application For Payment.

1.04 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Submit at monthly intervals.
- B. Electronic media printout; submit sample to Architect for approval.
- C. Forms filled out by hand will not be accepted.
- D. For each item, provide a column for listing each of the following:
 - 1. Item Number.
 - 2. Description of work.
 - 3. Scheduled Values.
 - 4. Previous Applications.
 - 5. Work in Place and Stored Materials under this Application.
 - 6. Authorized Change Orders.
 - 7. Total Completed and Stored to Date of Application.
 - 8. Percentage of Completion.
 - 9. Balance to Finish.
 - 10. Retainage.
- E. Execute certification by signature of authorized officer.
- F. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.
- G. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of Work.
- H. Submit one copy of each Application for Payment.

- I. Include the following with the application:
 - 1. Construction progress schedule, revised and current as specified in Section 01 3000.
 - 2. Affidavits attesting to off-site stored products.
- J. When Architect requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.

1.05 MODIFICATION PROCEDURES

- A. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Architect will issue instructions directly to Contractor.
- B. For other required changes, Architect will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
 - 1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
 - 2. Promptly execute the change.
- C. For changes for which advance pricing is desired, Architect will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within 7 (seven) days.
- D. Contractor may propose a change by submitting a request for change to Architect, describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation and a statement describing the effect on Work by separate or other contractors. Document any requested substitutions in accordance with Section 01 6000.
- E. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
 - 1. For change requested by Architect for work falling under a fixed price contract, the amount will be based on Contractor's price quotation.
 - 2. For change requested by Contractor, the amount will be based on the Contractor's request for a Change Order as approved by Architect.
 - 3. For pre-determined unit prices and quantities, the amount will be based on the fixed unit prices.
 - 4. For change ordered by Architect without a quotation from Contractor, the amount will be determined by Architect based on the Contractor's substantiation of costs as specified for Time and Material work.
- F. Substantiation of Costs: Provide full information required for evaluation.
 - 1. On request, provide the following data:
 - a. Quantities of products, labor, and equipment.
 - b. Taxes, insurance, and bonds.
 - c. Overhead and profit.
 - d. Justification for any change in Contract Time.
 - e. Credit for deletions from Contract, similarly documented.
 - 2. Support each claim for additional costs with additional information:
 - a. Origin and date of claim.
 - b. Dates and times work was performed, and by whom.
 - c. Time records and wage rates paid.
 - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
 - 3. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.
- G. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

- H. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
- I. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
- J. Promptly enter changes in Project Record Documents.

1.06 APPLICATION FOR FINAL PAYMENT

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- B. Application for Final Payment will not be considered until the following have been accomplished:
 - 1. All closeout procedures specified in Section 01 7000.

END OF SECTION

SECTION 01 3000
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preconstruction meeting.
- B. Progress meetings.
- C. Submittals for review, information, and project closeout.
- D. Submittal procedures.

1.02 RELATED REQUIREMENTS

- A. Section 01 3216 - Construction Progress Schedule: Form, content, and administration of schedules.
- B. Section 01 6000 - Product Requirements: Additional submittal requirements.
- C. Section 01 7000 - Execution and Closeout Requirements: Additional coordination requirements.
- D. Section 01 7800 - Closeout Submittals: Project record documents.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRECONSTRUCTION MEETING

- A. Architect will schedule a meeting after Notice of Award.
- B. Attendance Required:
 - 1. Owner.
 - 2. Architect.
 - 3. Contractor.
- C. Agenda:
 - 1. Distribution of Contract Documents.
 - 2. Submission of list of Products, schedule of values, and progress schedule.
 - 3. Designation of personnel representing the parties to Contract, Owner and Architect.
 - 4. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 - 5. Scheduling.
 - 6. Contractor use of premises and site.
 - 7. Coordination with City and Borough of Sitka

3.02 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at minimum monthly intervals. Participation may be telephonic.
- B. Architect will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required:
 - 1. Contractor.
 - 2. Owner.
 - 3. Architect.
 - 4. Contractor's Superintendent.
 - 5. Major Subcontractors.
- D. Agenda:

1. Review minutes of previous meetings.
2. Review of Work progress.
3. Field observations, problems, and decisions.
4. Identification of problems that impede, or will impede, planned progress.
5. Review of submittals schedule and status of submittals.
6. Maintenance of progress schedule.
7. Corrective measures to regain projected schedules.
8. Planned progress during succeeding work period.
9. Maintenance of quality and work standards.
10. Effect of proposed changes on progress schedule and coordination.
11. Other business relating to Work.

3.03 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
 1. Product data.
 2. Shop drawings.
 3. Samples for selection.
 4. Samples for verification.
- B. Submit to Architect for review for checking for conformance with information given and the design concept expressed in the contract documents.
- C. Samples will be reviewed for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 7800 - Closeout Submittals.

3.04 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
 1. Design data.
 2. Certificates.
 3. Test reports.
 4. Inspection reports.
 5. Manufacturer's instructions.
 6. Manufacturer's field reports.
 7. Other types indicated.
- B. Submit for Architect's knowledge as contract administrator or for Owner. No action will be taken.

3.05 SUBMITTALS FOR PROJECT CLOSEOUT.

- A. Submit Final Correction Punch List for Substantial Completion.
- B. When the following are specified in individual sections, submit them at project closeout:
 1. Project record documents.
 2. Operation and maintenance data.
 3. Warranties.
 4. Bonds.
 5. Other types as indicated.
- C. Submit for Owner's benefit during and after project completion.

3.06 NUMBER OF COPIES OF SUBMITTALS

- A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B. Documents for Review:
 1. Sheets, Not Larger Than 11x17 inches: Submit the number of copies that Contractor requires, plus two copies that will be retained by Architect.

- C. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
 - 1. After review, produce duplicates.
 - 2. Retained samples will not be returned to Contractor unless specifically so stated.

3.07 SUBMITTAL PROCEDURES

- A. Shop Drawing Procedures:
 - 1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting the Contract Documents and coordinating related Work.
 - 2. Generic, non-project specific information submitted as shop drawings do not meet the requirements for shop drawings.
- B. Transmit each submittal with a copy of approved submittal form.
- C. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- D. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- E. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- F. Deliver submittals to Architect at business address.
- G. Schedule submittals to expedite the Project, and coordinate submission of related items.
- H. For each submittal for review, allow 10 days excluding delivery time to and from the Contractor.
- I. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
- J. Provide space for Contractor and Architect review stamps.
- K. When revised for resubmission, identify all changes made since previous submission.
- L. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- M. Submittals not requested will not be recognized or processed.

END OF SECTION

SECTION 01 3216
CONSTRUCTION PROGRESS SCHEDULE

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preliminary schedule.
- B. Construction progress schedule, bar chart type.

1.02 REFERENCES

- A. AGC (CPSM) - Construction Planning and Scheduling Manual; Associated General Contractors of America; 2004.
- B. M-H (CPM) - CPM in Construction Management - Project Management with CPM, O'Brien, McGraw-Hill Book Company; 2006.

1.03 SUBMITTALS

- A. Within 10 days after date of Agreement, submit preliminary schedule defining planned operations for the first 60 days of Work, with a general outline for remainder of Work.
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- C. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
 - 1. Include written certification that major contractors have reviewed and accepted proposed schedule.
- D. Within 10 days after joint review, submit complete schedule.
- E. Submit updated schedule with each Application for Payment.

1.04 QUALITY ASSURANCE

- A. Scheduler: Contractor's personnel or specialist Consultant specializing in CPM scheduling with one year's minimum experience in scheduling construction work of a complexity comparable to this Project, and having use of computer facilities capable of delivering a detailed graphic printout within 24 hours of request.

1.05 SCHEDULE FORMAT

- A. Listings: In chronological order according to the start date for each activity. Identify each activity with the applicable specification section number.
- B. Diagram Sheet Size: Maximum 11 x 17 inches or width required.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRELIMINARY SCHEDULE

- A. Prepare preliminary schedule in the form of a horizontal bar chart.

3.02 CONTENT

- A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.
- B. Identify each item by specification section number.
- C. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the first day of each month.
- D. Provide separate schedule of submittal dates for shop drawings, product data, and samples, owner-furnished products, and dates reviewed submittals will be required from Architect. Indicate decision dates for selection of finishes.
- E. Provide legend for symbols and abbreviations used.

3.03 BAR CHARTS

- A. Include a separate bar for each major portion of Work or operation.
- B. Identify the first work day of each week.

3.04 REVIEW AND EVALUATION OF SCHEDULE

- A. Participate in joint review and evaluation of schedule with Architect at each submittal.
- B. Evaluate project status to determine work behind schedule and work ahead of schedule.
- C. After review, revise as necessary as result of review, and resubmit within 10 days.

3.05 UPDATING SCHEDULE

- A. Maintain schedules to record actual start and finish dates of completed activities.
- B. Indicate progress of each activity to date of revision, with projected completion date of each activity.
- C. Annotate diagrams to graphically depict current status of Work.
- D. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
- E. Indicate changes required to maintain Date of Substantial Completion.
- F. Submit reports required to support recommended changes.
- G. Provide narrative report to define problem areas, anticipated delays, and impact on the schedule. Report corrective action taken or proposed and its effect .

3.06 DISTRIBUTION OF SCHEDULE

- A. Distribute copies of updated schedules to Contractor's project site file, to Subcontractors, suppliers, Architect, Owner, and other concerned parties.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections shown in schedules.

END OF SECTION

SECTION 01 5100
TEMPORARY UTILITIES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary Utilities: Electricity, lighting, heat, ventilation, and water.

1.02 RELATED REQUIREMENTS

- A. Section 00 7300 Supplemental General Conditions for work element timelines and tasks.
- B. Section 01 1000 – Summary of Work

1.03 TEMPORARY ELECTRICITY

- A. Cost of Energy: By Contractor.
- B. Each school building will have its own schedule and work period affecting timing of temporary utilities.
- C. Within each school facility, utilize existing building service and panels, as determined. All power until Contractor takes control of premises will be paid by Owner.
- D. All power costs after Contractor control until Substantial Completion, will be paid by Contractor.
- E. Provide power outlets as needed for construction operations.
- F. Existing and new convenience receptacles may be utilized during construction.
- G. Provide adequate distribution equipment, wiring, and outlets to provide single phase branch circuits for power and lighting.

1.04 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

- A. Provide and maintain lighting for construction operations to achieve a minimum lighting level of twenty foot-candles.
- B. Provide and maintain five foot-candles to exterior site areas after dark for security purposes. Use full cut-off fixtures to avoid light spill onto adjoining properties.
- C. Maintain lighting and provide routine repairs.

1.05 TEMPORARY HEATING

- A. Cost of Energy: By Contractor.
- B. Provide heating devices and heat as needed to maintain specified conditions for construction operations.
- C. Maintain minimum ambient temperature of 50 degrees F in areas where construction is in progress, unless indicated otherwise in specifications.

1.06 TEMPORARY WATER SERVICE

- A. Cost of Water Used: By Contractor.
- B. Provide and maintain suitable quality water service for construction operations at time of project mobilization.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 6000
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 RELATED REQUIREMENTS

- A. Document 00 2113 - Instructions to Bidders: Product options and substitution procedures prior to bid date.
- B. Section 01 3000 – Administrative Requirements, Submittal Procedures: Additional submittal requirements.

PART 2 PRODUCTS

2.01 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by the Contract Documents.
- B. Where all other criteria are met, Contractor shall give preference to products that:
 - 1. If used on interior, have lower volatile emissions.
 - 2. If wet-applied, have lower VOC content.

2.02 PRODUCT OPTIONS

- A. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

PART 3 EXECUTION

3.01 SUBSTITUTION PROCEDURES

- A. In general, alternative products which meet or exceed the quality, availability, and performance indicated in the contract documents shall be acceptable to the Architect/Engineer and will be evaluated.
- B. Substitution Submittal Procedure:
 - 1. Requests for Substitution will only be considered after contract award.
 - 2. Submit one copy of request for substitution for consideration for Architect's records and as many copies as required by Contractor. Limit each request to one proposed substitution.
 - 3. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.
 - 4. The Architect will notify Contractor in writing of decision to accept or reject request.
- C. Contractor will be responsible to document each request with complete data substantiating compliance of proposed substitution with Contract Documents. A request for substitution constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 - 2. Agrees to provide the same warranty for the substitution as for the specified product.
 - 3. Agrees to coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
- D. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.

3.02 TRANSPORTATION AND HANDLING

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.03 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- G. Comply with manufacturer's warranty conditions, if any.
- H. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- I. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- J. Prevent contact with material that may cause corrosion, discoloration, or staining.
- K. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- L. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

SECTION 01 7000
EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, including selective demolition, except removal, disposal, and/or remediation of hazardous materials and toxic substances.
- C. Pre-installation meetings.
- D. Cutting and patching.
- E. Surveying for laying out the work.
- F. Cleaning and protection.
- G. Starting of systems and equipment.
- H. Demonstration and instruction of Owner personnel.
- I. Closeout procedures.

1.02 RELATED REQUIREMENTS

- A. Section 01 3000 - Administrative Requirements: Submittals procedures, Electronic document submittal service.
- B. Section 01 5100 - Temporary Utilities: Temporary heating, cooling, and ventilating facilities.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
 - 1. Structural integrity of any element of Project.
 - 2. Integrity of weather exposed or moisture resistant element.
 - 3. Efficiency, maintenance, or safety of any operational element.
 - 4. Visual qualities of sight exposed elements.
 - 5. Work of Owner or separate Contractor.

1.04 PROJECT CONDITIONS

- A. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment. See Civil for other specific requirements which may supersede these requirements.
- B. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.
- C. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- D. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
 - 1. Provide dust-proof barriers between construction areas and areas continuing to be occupied by Owner.
- E. Erosion and Sediment Control: Plan and execute work by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
- F. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.

1. Outdoors: Comply with local noise ordinances and any special conditions imposed on the site or project.

1.06 COORDINATION

- A. See Supplementary Conditions for requirements.
- B. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- C. Notify affected utility companies and comply with their requirements.
- D. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- E. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- F. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- G. Coordinate completion and clean-up of work of separate sections.
- H. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 6000 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or mis-fabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means Contractor acceptance of existing conditions.

3.02 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 PREINSTALLATION MEETINGS

- A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify Architect four days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
 - 1. Review conditions of examination, preparation and installation procedures.
 - 2. Review coordination with related work.
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.04 LAYING OUT THE WORK

- A. Verify locations of survey control points prior to starting work.
- B. Promptly notify Architect of any discrepancies discovered.
- C. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- D. Promptly report to Architect the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- E. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Architect.
- F. Utilize recognized engineering survey practices.
- G. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
 - 1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.
 - 2. Grid or axis for structures.
 - 3. Building foundation, column locations, ground floor elevations.
- H. Periodically verify layouts by same means.
- I. Maintain a complete and accurate log of control and survey work as it progresses.

3.05 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.06 ALTERATIONS

- A. Drawings showing existing construction and utilities are based on general field observation and existing record documents only.
 - 1. Verify that construction and utility arrangements are as shown.
 - 2. Report discrepancies to Architect before disturbing existing installation.
 - 3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Remove existing work as indicated and as required to accomplish new work.
 - 1. Remove items indicated on drawings.
 - 2. Relocate items indicated on drawings.
 - 3. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
 - 4. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- C. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove, relocate, and extend existing systems to accommodate new construction.
 - 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
 - 2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
 - 3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 - a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
 - b. Provide temporary connections as required to maintain existing systems in service.
 - 4. Verify that abandoned services serve only abandoned facilities.
 - 5. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.
- D. Protect existing work to remain.
 - 1. Prevent movement of structure; provide shoring and bracing if necessary.
 - 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 - 3. Repair adjacent construction and finishes damaged during removal work.
- E. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
 - 1. Where a change of plane of 1/4 inch or more occurs in existing work, submit recommendation for providing a smooth transition for Architect review and request instructions.
- F. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- G. Refinish existing surfaces as indicated:
 - 1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
 - 2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.
- H. Clean existing systems and equipment.

- I. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- J. Do not begin new construction in alterations areas before demolition is complete.
- K. Comply with all other applicable requirements of this section.

3.07 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. See Alterations article above for additional requirements.
- C. Perform whatever cutting and patching is necessary to:
 - 1. Complete the work.
 - 2. Fit products together to integrate with other work.
 - 3. Provide openings for penetration of mechanical, electrical, and other services.
 - 4. Match work that has been cut to adjacent work.
 - 5. Repair areas adjacent to cuts to required condition.
 - 6. Repair new work damaged by subsequent work.
 - 7. Remove samples of installed work for testing when requested.
 - 8. Remove and replace defective and non-conforming work.
- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- E. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- G. Restore work with new products in accordance with requirements of Contract Documents.
- H. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 8400, to full thickness of the penetrated element.
- J. Patching:
 - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 - 2. Match color, texture, and appearance.
 - 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.08 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.09 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- G. Remove protective coverings when no longer needed; reuse or recycle plastic coverings if possible.

3.10 SYSTEM STARTUP

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Notify Architect and owner seven days prior to start-up of each item.
- C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
- D. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- E. Verify that wiring and support components for equipment are complete and tested.
- F. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.
- G. Submit a written report that equipment or system has been properly installed and is functioning correctly.

3.11 DEMONSTRATION AND INSTRUCTION

- A. Coordinate with separate Commissioning requirements for the overall project, and for specific mechanical/electrical disciplines. Demonstrate start-up, operation, control, adjustment, troubleshooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time, at equipment location.
- B. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- C. Provide a qualified person who is knowledgeable about the Project to perform demonstration and instruction of owner personnel.

3.12 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

3.13 FINAL CLEANING

- A. Use cleaning materials that are nonhazardous.
- B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.

- C. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- D. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- E. Clean filters of operating equipment.
- F. Clean debris from roofs, gutters, downspouts, scuppers, overflow drains, area drains, and drainage systems.
- G. Clean site; sweep paved areas, rake clean landscaped surfaces.
- H. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.14 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.
 - 1. Provide copies to Architect and Owner.
- B. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.
- C. Notify Architect when work is considered ready for Architect's Substantial Completion inspection.
- D. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's Substantial Completion inspection.
- E. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect.
- F. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
- G. Notify Architect when work is considered finally complete and ready for Architect's Substantial Completion final inspection.
- H. Complete items of work determined by Architect listed in executed Certificate of Substantial Completion.
- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed shop drawings, product data, and samples.
 - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 - 1. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Field changes of dimension and detail.

2. Details not on original Contract drawings.
3. Submit drawings to Architect/Engineer for review, and incorporate required changes and additions.
4. Submit final Record Drawings and Shop Drawings to Owner at address desired.

3.14 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

- A. For Each Item of Equipment and Each System:
 1. Description of unit or system, and component parts.
 2. Identify function, normal operating characteristics, and limiting conditions.
 3. Include performance curves, with engineering data and tests.
 4. Complete nomenclature and model number of replaceable parts.
- B. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
- C. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- D. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- E. Provide servicing and lubrication schedule, and list of lubricants required.
- F. Include manufacturer's printed operation and maintenance instructions.
- G. Include sequence of operation by controls manufacturer.
- H. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- I. Additional Requirements: As specified in individual product specification sections.

3.15 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS

- A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.
- B. Where systems involve more than one specification section, provide separate tabbed divider for each system.
- C. Binders: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- E. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Architect, Consultants, Contractor and subcontractors, with names of responsible parties.
- F. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.
- G. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.
- H. Text: Manufacturer's printed data, or typewritten data on 24 pound paper.
- I. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

3.16 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.
- E. Include originals of each in operation and maintenance manuals, indexed separately on Table of Contents.

END OF SECTION

SECTION 01 7000
EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, including selective demolition, except removal, disposal, and/or remediation of hazardous materials and toxic substances.
- C. Pre-installation meetings.
- D. Cutting and patching.
- E. Surveying for laying out the work.
- F. Cleaning and protection.
- G. Starting of systems and equipment.
- H. Demonstration and instruction of Owner personnel.
- I. Closeout procedures.

1.02 RELATED REQUIREMENTS

- A. Section 01 3000 - Administrative Requirements: Submittals procedures, Electronic document submittal service.
- B. Section 01 5100 - Temporary Utilities: Temporary heating, cooling, and ventilating facilities.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
 - 1. Structural integrity of any element of Project.
 - 2. Integrity of weather exposed or moisture resistant element.
 - 3. Efficiency, maintenance, or safety of any operational element.
 - 4. Visual qualities of sight exposed elements.
 - 5. Work of Owner or separate Contractor.

1.04 PROJECT CONDITIONS

- A. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment. See Civil for other specific requirements which may supersede these requirements.
- B. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.
- C. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- D. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
 - 1. Provide dust-proof barriers between construction areas and areas continuing to be occupied by Owner.
- E. Erosion and Sediment Control: Plan and execute work by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
- F. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.

1. Outdoors: Comply with local noise ordinances and any special conditions imposed on the site or project.

1.06 COORDINATION

- A. See Supplementary Conditions for requirements.
- B. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- C. Notify affected utility companies and comply with their requirements.
- D. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- E. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- F. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- G. Coordinate completion and clean-up of work of separate sections.
- H. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 6000 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or mis-fabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means Contractor acceptance of existing conditions.

3.02 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 PREINSTALLATION MEETINGS

- A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify Architect four days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
 - 1. Review conditions of examination, preparation and installation procedures.
 - 2. Review coordination with related work.
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.04 LAYING OUT THE WORK

- A. Verify locations of survey control points prior to starting work.
- B. Promptly notify Architect of any discrepancies discovered.
- C. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- D. Promptly report to Architect the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- E. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Architect.
- F. Utilize recognized engineering survey practices.
- G. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
 - 1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.
 - 2. Grid or axis for structures.
 - 3. Building foundation, column locations, ground floor elevations.
- H. Periodically verify layouts by same means.
- I. Maintain a complete and accurate log of control and survey work as it progresses.

3.05 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.06 ALTERATIONS

- A. Drawings showing existing construction and utilities are based on general field observation and existing record documents only.
 - 1. Verify that construction and utility arrangements are as shown.
 - 2. Report discrepancies to Architect before disturbing existing installation.
 - 3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Remove existing work as indicated and as required to accomplish new work.
 - 1. Remove items indicated on drawings.
 - 2. Relocate items indicated on drawings.
 - 3. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
 - 4. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- C. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove, relocate, and extend existing systems to accommodate new construction.
 - 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
 - 2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
 - 3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 - a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
 - b. Provide temporary connections as required to maintain existing systems in service.
 - 4. Verify that abandoned services serve only abandoned facilities.
 - 5. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.
- D. Protect existing work to remain.
 - 1. Prevent movement of structure; provide shoring and bracing if necessary.
 - 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 - 3. Repair adjacent construction and finishes damaged during removal work.
- E. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
 - 1. Where a change of plane of 1/4 inch or more occurs in existing work, submit recommendation for providing a smooth transition for Architect review and request instructions.
- F. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- G. Refinish existing surfaces as indicated:
 - 1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
 - 2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.
- H. Clean existing systems and equipment.

- I. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- J. Do not begin new construction in alterations areas before demolition is complete.
- K. Comply with all other applicable requirements of this section.

3.07 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. See Alterations article above for additional requirements.
- C. Perform whatever cutting and patching is necessary to:
 - 1. Complete the work.
 - 2. Fit products together to integrate with other work.
 - 3. Provide openings for penetration of mechanical, electrical, and other services.
 - 4. Match work that has been cut to adjacent work.
 - 5. Repair areas adjacent to cuts to required condition.
 - 6. Repair new work damaged by subsequent work.
 - 7. Remove samples of installed work for testing when requested.
 - 8. Remove and replace defective and non-conforming work.
- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- E. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- G. Restore work with new products in accordance with requirements of Contract Documents.
- H. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 8400, to full thickness of the penetrated element.
- J. Patching:
 - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 - 2. Match color, texture, and appearance.
 - 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.08 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.09 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- G. Remove protective coverings when no longer needed; reuse or recycle plastic coverings if possible.

3.10 SYSTEM STARTUP

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Notify Architect and owner seven days prior to start-up of each item.
- C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
- D. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- E. Verify that wiring and support components for equipment are complete and tested.
- F. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.
- G. Submit a written report that equipment or system has been properly installed and is functioning correctly.

3.11 DEMONSTRATION AND INSTRUCTION

- A. Coordinate with separate Commissioning requirements for the overall project, and for specific mechanical/electrical disciplines. Demonstrate start-up, operation, control, adjustment, troubleshooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time, at equipment location.
- B. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- C. Provide a qualified person who is knowledgeable about the Project to perform demonstration and instruction of owner personnel.

3.12 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

3.13 FINAL CLEANING

- A. Use cleaning materials that are nonhazardous.
- B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.

- C. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- D. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- E. Clean filters of operating equipment.
- F. Clean debris from roofs, gutters, downspouts, scuppers, overflow drains, area drains, and drainage systems.
- G. Clean site; sweep paved areas, rake clean landscaped surfaces.
- H. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.14 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.
 - 1. Provide copies to Architect and Owner.
- B. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.
- C. Notify Architect when work is considered ready for Architect's Substantial Completion inspection.
- D. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's Substantial Completion inspection.
- E. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect.
- F. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
- G. Notify Architect when work is considered finally complete and ready for Architect's Substantial Completion final inspection.
- H. Complete items of work determined by Architect listed in executed Certificate of Substantial Completion.
- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed shop drawings, product data, and samples.
 - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 - 1. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Field changes of dimension and detail.

2. Details not on original Contract drawings.
3. Submit drawings to Architect/Engineer for review, and incorporate required changes and additions.
4. Submit final Record Drawings and Shop Drawings to Owner at address desired.

3.14 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

- A. For Each Item of Equipment and Each System:
 1. Description of unit or system, and component parts.
 2. Identify function, normal operating characteristics, and limiting conditions.
 3. Include performance curves, with engineering data and tests.
 4. Complete nomenclature and model number of replaceable parts.
- B. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
- C. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- D. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- E. Provide servicing and lubrication schedule, and list of lubricants required.
- F. Include manufacturer's printed operation and maintenance instructions.
- G. Include sequence of operation by controls manufacturer.
- H. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- I. Additional Requirements: As specified in individual product specification sections.

3.15 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS

- A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.
- B. Where systems involve more than one specification section, provide separate tabbed divider for each system.
- C. Binders: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- E. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Architect, Consultants, Contractor and subcontractors, with names of responsible parties.
- F. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.
- G. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.
- H. Text: Manufacturer's printed data, or typewritten data on 24 pound paper.
- I. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

3.16 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.
- E. Include originals of each in operation and maintenance manuals, indexed separately on Table of Contents.

END OF SECTION

SECTION 01 6000
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 RELATED REQUIREMENTS

- A. Document 00 2113 - Instructions to Bidders: Product options and substitution procedures prior to bid date.
- B. Section 01 3000 – Administrative Requirements, Submittal Procedures: Additional submittal requirements.

PART 2 PRODUCTS

2.01 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by the Contract Documents.
- B. Where all other criteria are met, Contractor shall give preference to products that:
 - 1. If used on interior, have lower volatile emissions.
 - 2. If wet-applied, have lower VOC content.

2.02 PRODUCT OPTIONS

- A. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

PART 3 EXECUTION

3.01 SUBSTITUTION PROCEDURES

- A. In general, alternative products which meet or exceed the quality, availability, and performance indicated in the contract documents shall be acceptable to the Architect/Engineer and will be evaluated.
- B. Substitution Submittal Procedure:
 - 1. Requests for Substitution will only be considered after contract award.
 - 2. Submit one copy of request for substitution for consideration for Architect's records and as many copies as required by Contractor. Limit each request to one proposed substitution.
 - 3. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.
 - 4. The Architect will notify Contractor in writing of decision to accept or reject request.
- C. Contractor will be responsible to document each request with complete data substantiating compliance of proposed substitution with Contract Documents. A request for substitution constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 - 2. Agrees to provide the same warranty for the substitution as for the specified product.
 - 3. Agrees to coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
- D. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.

3.02 TRANSPORTATION AND HANDLING

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.03 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- G. Comply with manufacturer's warranty conditions, if any.
- H. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- I. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- J. Prevent contact with material that may cause corrosion, discoloration, or staining.
- K. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- L. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

SECTION 01 5100
TEMPORARY UTILITIES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary Utilities: Electricity, lighting, heat, ventilation, and water.

1.02 RELATED REQUIREMENTS

- A. Section 00 7300 Supplemental General Conditions for work element timelines and tasks.
- B. Section 01 1000 – Summary of Work

1.03 TEMPORARY ELECTRICITY

- A. Cost of Energy: By Contractor.
- B. Each school building will have its own schedule and work period affecting timing of temporary utilities.
- C. Within each school facility, utilize existing building service and panels, as determined. All power until Contractor takes control of premises will be paid by Owner.
- D. All power costs after Contractor control until Substantial Completion, will be paid by Contractor.
- E. Provide power outlets as needed for construction operations.
- F. Existing and new convenience receptacles may be utilized during construction.
- G. Provide adequate distribution equipment, wiring, and outlets to provide single phase branch circuits for power and lighting.

1.04 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

- A. Provide and maintain lighting for construction operations to achieve a minimum lighting level of twenty foot-candles.
- B. Provide and maintain five foot-candles to exterior site areas after dark for security purposes. Use full cut-off fixtures to avoid light spill onto adjoining properties.
- C. Maintain lighting and provide routine repairs.

1.05 TEMPORARY HEATING

- A. Cost of Energy: By Contractor.
- B. Provide heating devices and heat as needed to maintain specified conditions for construction operations.
- C. Maintain minimum ambient temperature of 50 degrees F in areas where construction is in progress, unless indicated otherwise in specifications.

1.06 TEMPORARY WATER SERVICE

- A. Cost of Water Used: By Contractor.
- B. Provide and maintain suitable quality water service for construction operations at time of project mobilization.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 3216
CONSTRUCTION PROGRESS SCHEDULE

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preliminary schedule.
- B. Construction progress schedule, bar chart type.

1.02 REFERENCES

- A. AGC (CPSM) - Construction Planning and Scheduling Manual; Associated General Contractors of America; 2004.
- B. M-H (CPM) - CPM in Construction Management - Project Management with CPM, O'Brien, McGraw-Hill Book Company; 2006.

1.03 SUBMITTALS

- A. Within 10 days after date of Agreement, submit preliminary schedule defining planned operations for the first 60 days of Work, with a general outline for remainder of Work.
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- C. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
 - 1. Include written certification that major contractors have reviewed and accepted proposed schedule.
- D. Within 10 days after joint review, submit complete schedule.
- E. Submit updated schedule with each Application for Payment.

1.04 QUALITY ASSURANCE

- A. Scheduler: Contractor's personnel or specialist Consultant specializing in CPM scheduling with one year's minimum experience in scheduling construction work of a complexity comparable to this Project, and having use of computer facilities capable of delivering a detailed graphic printout within 24 hours of request.

1.05 SCHEDULE FORMAT

- A. Listings: In chronological order according to the start date for each activity. Identify each activity with the applicable specification section number.
- B. Diagram Sheet Size: Maximum 11 x 17 inches or width required.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRELIMINARY SCHEDULE

- A. Prepare preliminary schedule in the form of a horizontal bar chart.

3.02 CONTENT

- A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.
- B. Identify each item by specification section number.
- C. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the first day of each month.
- D. Provide separate schedule of submittal dates for shop drawings, product data, and samples, owner-furnished products, and dates reviewed submittals will be required from Architect. Indicate decision dates for selection of finishes.
- E. Provide legend for symbols and abbreviations used.

3.03 BAR CHARTS

- A. Include a separate bar for each major portion of Work or operation.
- B. Identify the first work day of each week.

3.04 REVIEW AND EVALUATION OF SCHEDULE

- A. Participate in joint review and evaluation of schedule with Architect at each submittal.
- B. Evaluate project status to determine work behind schedule and work ahead of schedule.
- C. After review, revise as necessary as result of review, and resubmit within 10 days.

3.05 UPDATING SCHEDULE

- A. Maintain schedules to record actual start and finish dates of completed activities.
- B. Indicate progress of each activity to date of revision, with projected completion date of each activity.
- C. Annotate diagrams to graphically depict current status of Work.
- D. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
- E. Indicate changes required to maintain Date of Substantial Completion.
- F. Submit reports required to support recommended changes.
- G. Provide narrative report to define problem areas, anticipated delays, and impact on the schedule. Report corrective action taken or proposed and its effect .

3.06 DISTRIBUTION OF SCHEDULE

- A. Distribute copies of updated schedules to Contractor's project site file, to Subcontractors, suppliers, Architect, Owner, and other concerned parties.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections shown in schedules.

END OF SECTION

SECTION 01 3000
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preconstruction meeting.
- B. Progress meetings.
- C. Submittals for review, information, and project closeout.
- D. Submittal procedures.

1.02 RELATED REQUIREMENTS

- A. Section 01 3216 - Construction Progress Schedule: Form, content, and administration of schedules.
- B. Section 01 6000 - Product Requirements: Additional submittal requirements.
- C. Section 01 7000 - Execution and Closeout Requirements: Additional coordination requirements.
- D. Section 01 7800 - Closeout Submittals: Project record documents.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRECONSTRUCTION MEETING

- A. Architect will schedule a meeting after Notice of Award.
- B. Attendance Required:
 - 1. Owner.
 - 2. Architect.
 - 3. Contractor.
- C. Agenda:
 - 1. Distribution of Contract Documents.
 - 2. Submission of list of Products, schedule of values, and progress schedule.
 - 3. Designation of personnel representing the parties to Contract, Owner and Architect.
 - 4. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 - 5. Scheduling.
 - 6. Contractor use of premises and site.
 - 7. Coordination with City and Borough of Sitka

3.02 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at minimum monthly intervals. Participation may be telephonic.
- B. Architect will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required:
 - 1. Contractor.
 - 2. Owner.
 - 3. Architect.
 - 4. Contractor's Superintendent.
 - 5. Major Subcontractors.
- D. Agenda:

1. Review minutes of previous meetings.
2. Review of Work progress.
3. Field observations, problems, and decisions.
4. Identification of problems that impede, or will impede, planned progress.
5. Review of submittals schedule and status of submittals.
6. Maintenance of progress schedule.
7. Corrective measures to regain projected schedules.
8. Planned progress during succeeding work period.
9. Maintenance of quality and work standards.
10. Effect of proposed changes on progress schedule and coordination.
11. Other business relating to Work.

3.03 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
 1. Product data.
 2. Shop drawings.
 3. Samples for selection.
 4. Samples for verification.
- B. Submit to Architect for review for checking for conformance with information given and the design concept expressed in the contract documents.
- C. Samples will be reviewed for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 7800 - Closeout Submittals.

3.04 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
 1. Design data.
 2. Certificates.
 3. Test reports.
 4. Inspection reports.
 5. Manufacturer's instructions.
 6. Manufacturer's field reports.
 7. Other types indicated.
- B. Submit for Architect's knowledge as contract administrator or for Owner. No action will be taken.

3.05 SUBMITTALS FOR PROJECT CLOSEOUT.

- A. Submit Final Correction Punch List for Substantial Completion.
- B. When the following are specified in individual sections, submit them at project closeout:
 1. Project record documents.
 2. Operation and maintenance data.
 3. Warranties.
 4. Bonds.
 5. Other types as indicated.
- C. Submit for Owner's benefit during and after project completion.

3.06 NUMBER OF COPIES OF SUBMITTALS

- A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B. Documents for Review:
 1. Sheets, Not Larger Than 11x17 inches: Submit the number of copies that Contractor requires, plus two copies that will be retained by Architect.

- C. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
 - 1. After review, produce duplicates.
 - 2. Retained samples will not be returned to Contractor unless specifically so stated.

3.07 SUBMITTAL PROCEDURES

- A. Shop Drawing Procedures:
 - 1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting the Contract Documents and coordinating related Work.
 - 2. Generic, non-project specific information submitted as shop drawings do not meet the requirements for shop drawings.
- B. Transmit each submittal with a copy of approved submittal form.
- C. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- D. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- E. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- F. Deliver submittals to Architect at business address.
- G. Schedule submittals to expedite the Project, and coordinate submission of related items.
- H. For each submittal for review, allow 10 days excluding delivery time to and from the Contractor.
- I. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
- J. Provide space for Contractor and Architect review stamps.
- K. When revised for resubmission, identify all changes made since previous submission.
- L. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- M. Submittals not requested will not be recognized or processed.

END OF SECTION

SECTION 01 2000
PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Documentation of changes in Contract Sum and Contract Time.
- C. Change procedures.
- D. Procedures for preparation and submittal of application for final payment.

1.02 RELATED REQUIREMENTS

- A. Section 00 5000 - Contracting Forms and Supplements: Forms to be used.
- B. Document 00 5200 - Agreement Form: Contract Sum, retainages, payment period, monetary values of unit prices.
- C. Document 00 7200 - General Conditions and Document 00 7300 - Supplementary Conditions: Additional requirements for progress payments, final payment, changes in the Work.

1.03 SCHEDULE OF VALUES

- A. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Architect for approval.
- B. Forms filled out by hand will not be accepted.
- C. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.
- D. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification Section. Identify site mobilization.
- E. Include in each line item, the amount of Allowances specified in this section.
- F. Revise schedule to list approved Change Orders, with each Application For Payment.

1.04 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Submit at monthly intervals.
- B. Electronic media printout; submit sample to Architect for approval.
- C. Forms filled out by hand will not be accepted.
- D. For each item, provide a column for listing each of the following:
 - 1. Item Number.
 - 2. Description of work.
 - 3. Scheduled Values.
 - 4. Previous Applications.
 - 5. Work in Place and Stored Materials under this Application.
 - 6. Authorized Change Orders.
 - 7. Total Completed and Stored to Date of Application.
 - 8. Percentage of Completion.
 - 9. Balance to Finish.
 - 10. Retainage.
- E. Execute certification by signature of authorized officer.
- F. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.
- G. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of Work.
- H. Submit one copy of each Application for Payment.

- I. Include the following with the application:
 - 1. Construction progress schedule, revised and current as specified in Section 01 3000.
 - 2. Affidavits attesting to off-site stored products.
- J. When Architect requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.

1.05 MODIFICATION PROCEDURES

- A. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Architect will issue instructions directly to Contractor.
- B. For other required changes, Architect will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
 - 1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
 - 2. Promptly execute the change.
- C. For changes for which advance pricing is desired, Architect will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within 7 (seven) days.
- D. Contractor may propose a change by submitting a request for change to Architect, describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation and a statement describing the effect on Work by separate or other contractors. Document any requested substitutions in accordance with Section 01 6000.
- E. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
 - 1. For change requested by Architect for work falling under a fixed price contract, the amount will be based on Contractor's price quotation.
 - 2. For change requested by Contractor, the amount will be based on the Contractor's request for a Change Order as approved by Architect.
 - 3. For pre-determined unit prices and quantities, the amount will be based on the fixed unit prices.
 - 4. For change ordered by Architect without a quotation from Contractor, the amount will be determined by Architect based on the Contractor's substantiation of costs as specified for Time and Material work.
- F. Substantiation of Costs: Provide full information required for evaluation.
 - 1. On request, provide the following data:
 - a. Quantities of products, labor, and equipment.
 - b. Taxes, insurance, and bonds.
 - c. Overhead and profit.
 - d. Justification for any change in Contract Time.
 - e. Credit for deletions from Contract, similarly documented.
 - 2. Support each claim for additional costs with additional information:
 - a. Origin and date of claim.
 - b. Dates and times work was performed, and by whom.
 - c. Time records and wage rates paid.
 - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
 - 3. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.
- G. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

- H. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
- I. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
- J. Promptly enter changes in Project Record Documents.

1.06 APPLICATION FOR FINAL PAYMENT

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- B. Application for Final Payment will not be considered until the following have been accomplished:
 - 1. All closeout procedures specified in Section 01 7000.

END OF SECTION

DRAFT AIA® Document A201® - 2017

General Conditions of the Contract for Construction

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

«Craig Middle School»
« »

THE OWNER:
(Name, legal status and address)

«Craig School District»«»
«100 School Road»

THE ARCHITECT:
(Name, legal status and address)

« »« »
« »

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

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set

forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

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

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

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

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

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

have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 Mutual Responsibility

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the

Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;

- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

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

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

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

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

change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

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

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

§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot

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

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

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

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

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

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

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

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

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

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

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

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

§ 11.2 Owner's Insurance

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

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

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

§ 11.3 Waivers of Subrogation

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

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

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

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

§ 11.5 Adjustment and Settlement of Insured Loss

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

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

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

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

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

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

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

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

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

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

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

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

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

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

§ 15.2 Initial Decision

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

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

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

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

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

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

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

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

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

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

§ 15.3 Mediation

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

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

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

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

§ 15.4 Arbitration

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

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

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

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

§ 15.4.4 Consolidation or Joinder

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

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

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

DRAFT AIA® Document A101® – 2017

Exhibit A

Insurance and Bonds

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

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

«Craig Middle School»
« »

THE OWNER:
(Name, legal status and address)

«Craig School District»« »
«100 School Road»

THE CONTRACTOR:
(Name, legal status and address)

« »« »
« »

TABLE OF ARTICLES

A.1 GENERAL

A.2 OWNER'S INSURANCE

A.3 CONTRACTOR'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

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

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

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

§ A.2.2 Liability Insurance

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

ADDITIONS AND DELETIONS:

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

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

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

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§ A.2.3 Required Property Insurance

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

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

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

Causes of Loss

<< >>

Sub-Limit

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

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage

<< >>

Sub-Limit

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

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

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

§ A.2.3.3 Insurance for Existing Structures

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

§ A.2.4 Optional Extended Property Insurance.

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

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

the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

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

« ☐ »

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

« ☐ »

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

« ☐ »

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

« ☐ »

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

« ☐ »

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

« ☐ »

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

« ☐ »

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

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

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

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

<< >>

[<< >>] **§ A.2.5.2 Other Insurance**

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

Coverage

Limits

<< >>

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

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

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

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

§ A.3.2 Contractor's Required Insurance Coverage

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

<< >>

§ A.3.2.2 Commercial General Liability

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

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

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

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.

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

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

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

§ A.3.2.5 Workers' Compensation at statutory limits.

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

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

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

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

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

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

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

§ A.3.3 Contractor's Other Insurance Coverage

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

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

« »

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

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

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

« »

- [« »] § A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate, for Work within fifty (50) feet of railroad property.
- [« »] § A.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- [« »] § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.
- [« »] § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.
- [« »] § A.3.3.2.6 Other Insurance
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

Limits

« »

§ A.3.4 Performance Bond and Payment Bond

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

(Specify type and penal sum of bonds.)

Type
Payment Bond
Performance Bond

Penal Sum (\$0.00)

<< >>

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

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

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

<< >>

**SECTION 00 7300
SUPPLEMENTARY CONDITIONS**

PART 1 GENERAL

1.01 SUMMARY

- A. These Supplementary Conditions amend and supplement the AIA General Conditions.
- B. The terms used in these Supplementary Conditions that are defined in the General Conditions have the meanings assigned to them in the General Conditions.

1.02 MODIFICATIONS TO GENERAL CONDITIONS

- A. **COPIES OF DOCUMENTS.** The Owner shall furnish to the contractor final corrected PDF files of the conformed documents, integrating the original bid documents and addendum clarifications. Files will include PDFs for 11x17 drawings, 22x34 drawings, and 8 ½ x 11 specifications. All printing and utilization of the files will be the responsibility of the Contractor.
- B. **CONTRACT DURATION AND MILESTONES.** The following Contractor performance dates will be required: Should Notice to Proceed not be achieved on the date indicated, all contract dates will be shifted equivalently.

- | | |
|--|----------------------------------|
| 1. Contractor Notice to Proceed (Owner): | No later than Tuesday, Sept 1st, |
| 2023 | |
| 2. Elem School: Contractor on site: | Oct 1, 2023 |
| 3. Elem School Substantial Completion: | Nov. 1, 2023 |
| 4. Elem School Final Completion: | Dec 1 , 2023 |

- C. **LIQUIDATED DAMAGES.** Penalties for late completion will be assessed for each school project, matching their different completion dates. The Elementary School is more critical to the District, given direct impact on the ability to hold classes immediately after Substantial Completion.

Elementary School: In the case that the date for Substantial Completion is not met, a liquidated damages cost will be assessed to the Contractor in the amount of \$1,250/ day until safe and efficient student operations are allowable as determined by the Architect.

In the case that Final Completion is not met, a liquidated damages cost will be assessed to the Contractor in the amount of \$500/day until all work is complete.

In the case that Final Completion is not met, a liquidated damages cost will be assessed to the Contractor in the amount of \$500/day until all work is complete.

- D. **INSURANCE AMOUNTS.** The limits of liability for the insurance required by the General Conditions shall provide coverage for not less than the following amounts:
 - 1. Workers' Compensation: Under the General Conditions as in accordance with AS 23.30.045:
 - 2. Applicable Federal (e.g., Longshore): Statutory
 - 3. Employer's Liability
 - a. Bodily Injury by Accident: \$1,000,000.00

- b. Each Bodily Injury by Disease: \$1,000,000.00
 - 4. Contractor agrees to waive all rights of subrogation against the Owner, and the Architect for work performed under Contract.
 - 5. If Contractor directly utilizes labor outside of the State of Alaska in the prosecution of the Work, "Other States" endorsement shall be required as a condition of the Contract.
 - 6. Commercial General Liability: (under Paragraph 5.2C.2 of the General Conditions):
 - a. Combined Single Limit: \$3,000,000.00 Each Occurrence, \$4,000,000.00 Annual Aggregate
 - b. General Policy: \$2,000,000.00 Each Occurrence, \$3,000,000.00 Annual Aggregate
 - d. Personal Injury: \$2,000,000.00 Each Occurrence
 - 7. Comprehensive Automobile Liability, including Owned, Hired, and Non-Owned Vehicles: Combined Single Limit, Bodily Injury: \$1,000,000.00; and Property Damage: \$100,000.00.
 - 8. All policies will provide for 30 days written notice prior to any cancellation or non-renewal of insurance policies required under Contract.
 - 9. Craig School District shall be named as an "Additional Insured" under all liability coverages listed in this Section, except for workers' compensation insurance.
 - 10. With regards to maintaining insurance as denoted within Article 11 of the General Conditions, add the following sentence to the end of the paragraph: Failure by the Contractor to keep such insurance in effect for the time period specified shall be deemed Defective Work and resolved in accordance with the Contract Documents.
- E. PERMITS: The Owner shall apply for, and obtain, the necessary construction permits for this project. The Contractor is responsible for scheduling and coordinating all necessary inspections and resolving issues that are identified.
- F. CONTRACTOR'S WORK SCHEDULE LIMITATIONS. The Contractor shall not operate any excavators, drills, pneumatic hammer, derrick, power hoist, or conduct similar noisy construction activities before 7:00 a.m. or after 9:00 p.m., Monday through Friday, or before 8:00 a.m. or after 8:00 p.m., Saturday, or before 12:30 p.m. or after 8:00 p.m. Sunday, unless a special permit has been obtained from the City of Craig, based upon a determination that extended hours are necessary and will not result in unreasonable disturbance to surrounding residents.
- G. USE OF PREVAILING RATES: AS 36.05.010. A contractor or subcontractor who performs work on public construction in the state as defined by AS 36.95.010 shall pay not less than the current prevailing rate of wages for work of a similar nature in the region in which the work is done. The current prevailing rate of wages is that contained in the latest determination of prevailing rate of wages issued by the Department of Labor and Workforce Development at least 10 days before the final date for submission of bids for the contract. The rate shall remain in effect for the life of the contract or for 24 calendar months, whichever is shorter.
- H. MAXIMUM MARKUPS FOR OVERHEAD AND PROFIT: Change Orders and cost changes developed for changed or expanded construction scope shall include a maximum of 10% added to actual costs for overhead, 8% markup on subcontractors, and a maximum overall mark-up of 6% for profit.
- J. ALASKAN FOREST PRODUCTS: Per AS 36.15.010, in a project financed by state money in which the use of timber, lumber, and manufactured lumber products is required, only timber, lumber, and manufactured lumber products originating in this state from local forests shall be used wherever practicable.

- K. SUBSTANTIAL COMPLETION. The Architect, in consultation with the Owner, shall fairly establish the date of Substantial Completion reflecting the general ability of the Owner to take beneficial occupancy of spaces. Other potential bench-marks for Substantial Completion, such as City occupancy permits, of themselves have no authority on the determination of Substantial Completion.
- L. FINAL COMPLETION. The Architect, in consultation with the Owner, shall establish the date of Final Completion for purpose of Liquidated Damages assessment, if any. This determination shall fairly reflect the overall completion of work items.
- M. FINAL PAYMENT AND ACCEPTANCE. Prior to the final payment, the Contractor shall contact the Alaska Department of Labor (ADOL) and provide the Owner with clearance from the ADOL for the Contractor and all Subcontractors that have worked on the project. This clearance shall indicate that all Employment Security Taxes have been paid. All punch list items will be successfully completed, and as-built information as required by the specifications shall be complete. Final payment shall also reflect the assessment of Liquidated Damages, if any.
- N. Potential Bid Protest: 4 AAC 31.080. Construction and acquisition of public school facilities
 - (c) The school district shall provide for the administrative review of a complaint filed by an aggrieved offeror that allows the offeror to file a bid protest, within 10 days after notice is provided of intent to award the contract, requesting a hearing for a determination and award of the contract in accordance with the law. The school district shall provide notice to all interested parties of the filing of the bid protest.

END OF DOCUMENT

**SECTION 00 7200
GENERAL CONDITIONS**

PART 1 GENERAL

1.01 SUMMARY

- A. SEE EXHIBIT A; AIA A101 – 2017, Insurance and Bonds
- B. SEE EXHIBIT B; AIA A201 – 2017, General Conditions of the Contract for Construction

END OF SECTION

SECTION 00 4100

BID FORM

The Project and the Parties:

TO: Craig School District

FOR: Craig School Renovations

DATE: _____ (BIDDER TO ENTER DATE)

SUBMITTED BY: _____ (BIDDER TO ENTER NAME AND ADDRESS)

A. Bidder's Legal Name _____

1. Address _____

2. City, State, Zip _____

BASE BID OFFER

- A. We, the undersigned, hereby offer to enter into a Contract to perform the Base Bid Work for the Price listed in this bid form of:

_____ dollars (\$_____).

- B. We have included the required security deposit as required by the Instruction to Bidders.
- C. We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders.

ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for 100 days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:
1. Execute the Agreement within seven days of receipt of Notice of Award.
 2. Furnish the required bonds within seven days of receipt of Notice of Award.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.
- D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders, unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

CONTRACT TIME

- A. If this Bid is accepted, we will perform the contract in accordance with the dates and conditions described in the Supplementary Conditions.

ADDENDA

- B. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

1. Addendum # _____ Dated _____.
2. Addendum # _____ Dated _____.
3. Addendum # _____ Dated _____.
4. Addendum # _____ Dated _____.

BID FORM SUPPLEMENTS

- C. None

BID FORM SIGNATURE(S)

- D. _____
(Bidder – print the full name of your firm)
- E. _____
(Authorized signing officer, Signature in Ink)
- F. _____
(Authorized signing officer – print full name)

END OF SECTION

SECTION 00 3000
BID MODIFICATION FORM

SUMMARY

1.01 RELATED DOCUMENTS

- A. Document 00 1113 - Advertisement for Bids.
- B. Document 00 2213 - Instructions to Bidders
- C. Document 00 4100 - Bid Form.
- D. Document 00 4323 - Alternates Form.
- E. Document 00 7300 - Supplementary Conditions:

1.02 BID MODIFICATION FORM

Following form is used for communicating any intended changes to submitted bid amounts for Base Bid or Alternate Work. Instructions for use are identified in Instructions to Bidders.

BID MODIFICATION FORM

CRAIG SCHOOL RENOVATIONS BID

MRV Architects, Juneau, AK 99801
FAX NO. (907) 463-5544

Name of Bidding Firm: _____

Responsible Party Signature (Must be same signature as on Bid Schedule):

Date: _____

Modification Number: _____

Note: All modifications shall be made to the original bid amount(s). If more than one Bid Modification Form is submitted by any one bidder, changes from all Bid Modification Forms submitted will be combined and applied to the original bid. Changes to the modified bid amounts will be calculated by the Owner.

Pay Item	Modification to Lump Sum Price (Indicate +/-)
Base Bid	

DO NOT REVEAL ORIGINAL BID AMOUNTS

ADDENDA

The following Addenda have been received. The modifications to the Bid Documents below have been considered and all costs are included in the Bid Sum.

1. Addendum # 1 _____ Dated _____.
2. Addendum #2 _____ Dated _____.
3. Addendum #3 _____ Dated _____.
4. Addendum #4 _____ Dated _____.

END OF SECTION

SECTION 00 2113
INSTRUCTIONS TO BIDDERS

SUMMARY

1.01 RELATED DOCUMENTS

- A. Document 00 1113 - Advertisement for Bids
- B. Document 00 3000 - Bid Modification Form
- C. Document 00 4100 - Bid Form
- D. Document 00 4323 - Alternates Form
- E. Document 00 7300 - Supplementary Conditions

2.01 INTENT

- A. The intent of this Bid request is to obtain an offer to perform work to complete the renovation and upgrade work for two Craig School building projects for a Stipulated Sum contract, in accordance with the Contract Documents.

2.02 BID SUBMISSION

- A. Bids signed and under seal, executed, and dated will be received at the office of the Architect at 1420 Glacier Avenue, Suite 101, Juneau, AK 99801 before 2:00 p.m. local standard time on **Friday, Aug 18, 2023**.
- B. Offers submitted after the stipulated time shall be returned to the bidder unopened.
- C. Offers will be opened publicly and read aloud at the time indicated for receipt of bids.

2.03 BID SUBMISSION PROCEDURE

- A. Submit one copy of the executed offer on the Bid Forms provided, signed and sealed with the required security in a closed opaque envelope, clearly identified with bidder's name, project name and Owner's name on the outside.
- B. The Bid shall be delivered by the time and to the place stipulated in the Instructions to Bidders. It is the Bidder's sole responsibility to see that its Bid is received in proper time.
- C. Bids sent by United States Post Office mail delivery will not be accepted. Bids must be delivered in person or by courier service to the address stipulated in the Instructions to Bidders.

2.04 BID DOCUMENTS

- A. Bid documents may be obtained by contacting MRV Architects at www.mrvarchitects.com/bid-projects/. An electronic plan holders list will be created, used for addenda and other bid purposes.
- B. It will be the Bidders sole responsibility to obtain and print materials as desired from posted contract documentation.
- C. Bid Documents may also be viewed in person at the office of Architect, 1420 Glacier Ave., #101, Juneau, AK.. 8:00-5:00 M-F.
- D. Addenda may be issued during the bidding period. All Addenda become part of the Contract Documents. Resultant costs must be included in the Bid Amount, and addenda acknowledged.

2.05 WORK IDENTIFIED IN THE CONTRACT BID DOCUMENTS

- A. Work of this proposed Contract includes comprehensive building construction and renovation work as described in the Construction Documents, including Architectural, Mechanical, and Electrical drawings and specifications covering work for the Craig Elementary School.

2.06 CONTRACT TIME

- A. Perform the Work within the time stated in Document 00 7300 - Supplementary Conditions.
- B. The bidder, in submitting an offer, accepts the Contract Time period stated for performing the Work, including stipulations for Substantial Completion, Final Completion, and Liquidated Damages associated with each school project.

2.07 QUESTIONS ON BID MATERIALS

- A. Direct questions to Zane Jones, Project Architect, telephone: 907-586-1371, email: zane@mrvarchitects.com.
- B. Questions affecting the contract will be responded to in writing, incorporated in addenda, and provided to all plan holders. Verbal answers are not binding on any party.

2.08 BID INELIGIBILITY

- A. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may at the discretion of the Architect, be declared unacceptable.

2.09 SECURITY DEPOSIT

- A. Bids shall be accompanied by a security deposit as follows:
 - 1. Bid Bond of a sum no less than 5 percent of the Bid Amount.
 - 2. A certified cashier's check in the amount of no less than 5 percent of the Bid Amount.
 - 3. The "total bid price" is the amount of the base bid, plus the amount of alternate bids, if any, which total to the maximum amount for which the Contract could be awarded.
- B. Endorse the Bid Bond in the name of the Owner as obligee, signed and sealed by the principal (Contractor) and surety.
- C. Endorse the certified check in the name of the Owner.
- D. The security deposit will be returned after delivery to the Owner of the required Performance and Payment Bond(s) by the accepted bidder.
- E. Include the cost of bid security in the Bid Amount.
- F. In case of refusal or failure of the Bidder to enter into said Agreement, the check or Bid Bond, as the case may be, shall be forfeited to the Owner.
- G. Within 14 Days after the award of the contract, the Owner will return the bid securities accompanying unsuccessful bidders. Successful bidder securities will be held until the Agreement has been executed, then they will be returned to the Bidder.

2.10 PERFORMANCE ASSURANCE

- A. Accepted Bidder: Provide a Performance bond as described in 00 7300 - Supplementary Conditions.
- B. Include the cost of such performance assurance bonds in the Bid Amount.

2.11 BID FORM SIGNATURE

- A. The Bid Form shall be signed by the bidder, as follows:
 - 1. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature.
 - 2. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature.
 - 3. Corporation: Signature of a duly authorized signing officer(s) in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the bid is signed by officials other than the president/secretary of the company, or the president/secretary/treasurer of the company, a copy of the by-law resolution of their board of directors authorizing them to do so, must also be submitted with the Bid Form in the bid envelope.
 - 4. Joint Venture: Each party of the joint venture shall execute the Bid Form under their respective seals in a manner appropriate to such party as described above, similar to the requirements of a Partnership.

2.12 BID MODIFICATION

- A. The Bid Modification Form shall be utilized to indicate any change in intended total price to either the Base Bid work, or any alternate.
- B. The form shall be entirely filled in with all requested data, and signed by the Bidder.
- C. The form shall be faxed, emailed, or mailed to the offices of MRV. Any Modification received less than 30 minutes prior to the bid opening shall be ignored.

2.13 DURATION OF BID OFFER

- A. Base Bids shall remain open to acceptance and shall be irrevocable for a period of 100 days after the bid closing date.

2.14 ACCEPTANCE OF OFFER

- A. Owner reserves the right to accept or reject any or all offers.
- B. After acceptance by Owner, Architect on behalf of Owner, will issue to the successful bidder, a written Bid Acceptance.

2.15 PRODUCT SUBSTITUTIONS

- A. The procedure for the submittal of substitute, or "or-equal," products is specified in Section 01 6000 - Product Requirements. No determinations of substitution acceptability will be made during the bid period.

2.16 SITE EXAMINATION

- A. Bidders should visit the site and become familiar with the general and local conditions that may affect cost, progress, or performance of the Work.
- B. Bidders shall notify the Architect of significant conflicts, errors, or discrepancies in the Contract Documents and related data that the Bidder may become aware of.
- C. A visit to the project site has been arranged for bidders as part of the Prebid Conference. Other visits, before or after the Prebid Conference, will be facilitated to the extent possible.

2.18 PREBID CONFERENCE

- A. A non-mandatory Prebid Conference has been scheduled for **10:00 am on Aug 10**. The meeting will be held on-site and virtually as requested.

- B. All general contract bidders and subcontractors are encouraged to attend.
- C. Representatives of Architect and Owner will be in attendance.
- D. Information which may come up relevant to the Bid Documents and work scope will be recorded in an Addendum and issued to Bid Document recipients.

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SECTION 00 1113
ADVERTISEMENT FOR BIDS

- A. INVITATION FOR BIDS: The Craig School District is soliciting sealed bids for a single construction contract to perform Heating Boiler Upgrades for the Craig Elementary School. Work will provide comprehensive new boiler system tied into existing distribution system. Minor associated electrical and patch and repair work to be included.
- B. PROJECT DESCRIPTION: The Craig School District is soliciting sealed bids for a single contract to perform upgrades to the Craig Elementary School.
- C. BID DOCUMENTS: Bid materials will be available through MRVArchitects.com on July 28, 2023. Bids will be received at MRV Architects, 1420 Glacier Ave, Juneau, until Thursday, Aug 18 at 2:00 pm, at which point they will be publicly opened.
- D. PRE-BID ON-SITE MEETING: A non-mandatory pre-bid walkthrough of the project will be conducted by the School District and Project Architect on Tuesday, Aug 10 at 10:00 am.
- E. PROJECT CONTACT: Zane Jones, AIA, or Paul Voelckers, AIA. (907)-586-1371.
- F. BIDDING REQUIREMENTS: Refer to bidding requirements described in Document 00 2113 - Instructions to Bidders.

END OF SECTION

SECTION 22 0510
GENERAL MECHANICAL - PLUMBING

PART 1 – GENERAL

1.01 WORK INCLUDED

- A. The Mechanical Work is governed by the entire Specifications and not just Division 22. The entire Specifications must be examined for requirements relating to the Work hereunder. The Work covered by this and all other Mechanical sections consists of furnishing labor, equipment, and materials in accordance with the Specifications or Drawings, or both, together with any incidental items not shown or specified which can be reasonably inferred or taken as belonging to the Work and necessary in good practice to provide a complete system described or shown as intended.
- B. Coordinate proposed shutdown of mechanical systems with the Owner. All shutdowns must be pre-approved by Owner. Contact names and phone numbers will be available through the ARCHITECT.
- C. Demolition of and Connection to Existing Material, Equipment, and Systems:
 - 1. Mechanical drawings show reported as-built and contract document locations of mechanical systems taken from past project drawings. Contractor shall verify locations and quantities of all existing mechanical systems on-site. Contractor to determine actual existing locations of underground piping as needed without additional cost to the Owner. Contractor to utilize pipe location devices as needed. Contact ARCHITECT if actual underground piping locations are different than shown. Excavation shall be required to locate piping, remove piping, install piping, and connect to existing piping.
 - 2. Where select piping and ductwork systems are shown to be partially removed for connection, prepare and protect the connection points appropriately to ensure later continuity of Work. CONTRACTOR shall provide all temporary supports as required and completely replace material and equipment that are not suitably protected during construction and becomes damaged.
 - 3. CONTRACTOR shall provide all temporary caps for ductwork and piping as required. CONTRACTOR shall provide all temporary partitions such as air-tight air plenum separations as required to maintain continuity of systems and to not contaminate existing systems or finishes. CONTRACTOR shall remove all temporary provisions when the phase of Work is completed or earlier if required.
 - 4. All material and equipment that are to be removed for relocation is the CONTRACTORS responsibility to suitably protect and store in a location that protects from damage. CONTRACTOR shall completely replace all relocated material and equipment that are damaged from storage and other misuse between demolition and reinstallation.
 - 5. Where items are shown to be removed such as piping or ductwork it is to be assumed that this includes the removal of the respective system including but not limited to pipe and duct hangers, rods, supports, conduit, wiring, valves, and other related trim and appurtenances. Piping to be removed through a floor assumes that the piping is to be capped below floor and the floor finished smooth.
 - 6. Mechanical Contractor shall be available during Abatement and Demolition Work for coordination and assistance for related Work. Mechanical Contractor shall locate, isolate, and drain piping systems to be removed.
 - 7. Concrete wall and floor penetrations required. Saw cut or core drill as required. Sleeve penetrations. Coordinate with Architect for structural beam penetration approvals. Contractor responsible for extent of concrete sawcut and excavation necessary for below slab piping work.

1.02 WORDING OF THE SPECIFICATIONS

- A. These Specifications are of the abbreviated or streamlined type and frequently include incomplete sentences. However, periods are used for clarity. Words such as "shall", "shall be", "the CONTRACTOR shall", and similar mandatory phrases shall be supplied by inference in the same manner, as they are required for the notes on the drawings.

1.03 CODES AND REGULATIONS

- A. All Work hereunder shall be strictly in conformance with applicable codes and regulations. All Work shall be in accordance with the 2018 Uniform Plumbing Code, 2012 International Mechanical Code, 2012 International Building Code, 2012 International Fire Code, the most recent edition of NFPA, and State of Alaska code modifications insofar as minimum requirements are concerned, but the Drawings and Specifications shall govern in case the minimum requirements are exceeded. All electrical equipment shall bear the UL label.

1.04 SUBMITTALS

- A. General: Provide submittals according to Conditions of Contract, Division 1 Specifications Sections, and as required hereunder. Drawings and general provisions of the Contract, including General, Supplementary Conditions, and all Division 1 Specification Sections, apply to this Section. Approval of the data shall not eliminate responsibility for compliance with the Drawings or Specifications unless specific attention has been called in writing to proposed deviations at the time of transmittal of the data and such deviations have been approved, nor shall it eliminate the responsibility for freedom of errors of any sort in the data. All Mechanical submittal data for Project construction is to be turned in for approval at the same time in order for an efficient review process. Partial submittals may be rejected until the full submittal is received.
- B. Specified Products: Trade names and catalog numbers of manufactured products included herein are intended to indicate the type, size, and grade of quality of equipment and materials required and such equipment and materials are approved for installation, subject to full compliance with the Specifications. Except where single manufacture is specified for standardization, requests for approval of other manufacturers than those specified must be accompanied by complete descriptions including overall dimensions, performance data, and, if catalog material, identification of specific products or items proposed.
- C. Submittal Format: All data shall be submitted at one time in neatly bound loose-leaf three ring binders with pockets and tabulated in the same order of Specification Division section. All data shall be typed, minimum 10 point font, no exceptions. Data submitted that is not conforming to these specification requirements will be returned without reviewing and will need to be resubmitted at Contractors sole complete cost. Digital copy of specifications is acceptable during the submittal process, however, after approval of all submittals, a hard copy and digital copy of the approved submittal data shall be provided to the Owner for future reference.
 - 1. Each binder shall have a set of separators with index tabs A to Z. Tabs are to be printed type. Slip-in tabs not acceptable.
 - 2. The first page shall be a cover sheet with project name, address, date, submittal product name, all applicable contractors and contact information, and all applicable consultants and contact information.
 - 3. Second page shall be a submittal manual index of all project Specification sections with respective tab numbers, and respective book number, if applicable.
 - 4. The first page of each manuals section shall be an index of that respective project Specification section and number with each product name, manufacturer name and model number.
 - 5. Each manuals section shall be labeled and certified by mechanical Subcontractor that the data presented is in accordance with project Specifications. Index sheet in front of completed binder listing each piece of equipment or material submitted.

6. Product Data to be utilized shall be flagged and noted and all other data shall be crossed out or otherwise flagged that it is not in the project.
 7. Data shall be inserted in binders in order of Specification number. Specification number shall be clearly labeled on each submittal page.
- D. As-built Drawings: As-built drawings shall be required from all Mechanical Subcontractors and shall accurately show all changes from Contract Documents for all piping, ductwork, and equipment. As-built drawings shall show all underground piping whether changed or not, dimensioned from building lines. Changes to plumbing and piping diagrams shall be identified on As-built drawings. As-built drawings shall be updated daily and available for inspection on-site by the ARCHITECT.
- E. Operating and Maintenance Data: See Division 1 for the number of sets of data to be provided for submittal and additional requirements. Provide a minimum of two (2) hard copies along with digital copy. The following data shall be provided to the ARCHITECT for approval 30 days prior to the request for Commissioning or Substantial Completion inspection, whichever comes first. Except for the valve directory and nameplate directory, the data shall be provided complete at one time. Partial or separate data will be returned for completion. The valve directory and nameplate directory may be provided for approval previous to the other data. The first section of the O&M manual shall be as listed in the following subparagraphs in order presented hereunder. All of the following subparagraphs sections shall be furnished with permanent plastic see through covers. See requirements under 1.4.C for additional submittal and formatting requirements.
1. Cover and Index sheets as in 1.4.C. above.
 2. Description of systems and operating instructions: The Contractor shall prepare a brief type written description of all new and modified systems, explaining how the systems operate and indicating the proper settings of controls and switches. The instructions are to include all information required for the proper settings of controls and switches. The instructions are to include all information required for the proper operation of the systems. Technical knowledge on controls or adjustments requiring specialized technicians should not be included in the instructions.
 3. Nameplate directory: List of all new pumps, air handlers, fans, air conditioning units, condenser units, water heaters, and other equipment nameplates, giving manufacturer's nameplate data, nameplate designation, location of equipment, area served, switch location, and normal position of the switch. Motor data must include the horsepower, voltage, full load amperage, phase, etc. See Section 220553 - Mechanical Identification.
 4. Manufacturers' literature: Manufacturers' instructions for operation and maintenance of all mechanical equipment and specialties, including replacement parts lists, capacity curves or charts, equipment data sheets, manufacturers' literature on the equipment, and as-built wiring diagrams and control drawings, all suitable for side binding to 8-1/2 x 11 inch size. All data not applicable to the job is to be crossed out or deleted. Manuals turned in for review with non-applicable data not crossed out shall be returned to the Contractor.
 5. Maintenance instructions: Typewritten instructions for the maintenance of the systems, listing each service required on all of the mechanical equipment, including inspections, lubrication, cleaning, checking, and all other operations required. The list is to include all types of bearings installed on the equipment and the type of lubricant required.
 6. Maintenance schedule: List of each item of mechanical equipment requiring inspection, lubrication, cleaning, or service including the type of bearings and type of lubricating means for each piece of equipment. Each item of equipment is to be listed separately with the service required. List to include the times during the year when such inspection and maintenance shall be performed. The specific maintenance required shall be referenced back to the maintenance instructions.
 7. Valve directory: Indicating valve number, size, location, function, and normal position for each numbered valve. The directory shall be provided and approved before installation of the valve tags. A sample arrangement will be furnished upon request. Two copies required for the preliminary list. See Section 220553 - Mechanical Identification.

- F. Guide Documents: Sample operating and maintenance instructions and maintenance schedule may be obtained from the ARCHITECT upon request, to assist in properly setting up the data.
- G. Instructions To Personnel and Training: The mechanical Subcontractor shall instruct operating personnel in the operation and maintenance of the systems before accepting the responsibility of operation and maintenance of the systems. Each training session shall be signed off by Project Manager.
- H. Qualification Data: For sheet metal installers. For pipe fitters.
- I. Submit prior to Substantial Completion Inspection and Final Inspection a detailed list of equipment and systems that will not be completed for the completion date. Include status and information of deficiencies from all previous inspection reports.
- J. Submit prior to Re-inspections of Substantial Completion Inspections, if applicable, and the Final Inspection a marked copy of the previous Engineers Inspection Reports detailing all items that have been completed and all items that have not been completed with reasons thereof. Re-inspection or Final Inspection will not occur until receipt of this list.

1.05 COOPERATIVE WORK

- A. The Work hereunder shall be coordinated between various mechanical Sections and with the Work specified under other divisions or contracts toward rapid completion of the entire Project. If any cooperative Work must be altered due to lack of proper supervision hereunder, or failure to make proper provisions in time, then the Work hereunder shall include all expense of such changes as are necessary to be made in the Work under other divisions and contracts, and such changes shall be directly supervised by the ARCHITECT and shall be made to the satisfaction of the ARCHITECT.
- B. In general pitched plumbing piping and ductwork shall take preference in location within the Project area (over other mechanical systems). Coordination of all drain valves, duct access doors, and other equipment requiring access and maintenance procedures is required with all building components during construction for maximum accessibility and proper location as intended. Coordinate closely with all other Contractors.
- C. Protection of existing mechanical material and equipment during selective demolition shall be the responsibility of the CONTRACTOR and coordinated with the respective Contractors. The CONTRACTOR shall provide temporary supports for all material and equipment. The CONTRACTOR at no cost to the Owner shall replace any existing material or equipment damaged during selective demolition due to insufficient protection. Coordination with all disciplines is required.

1.06 QUALITY ASSURANCE

- A. Perform Work in conformance with all applicable codes, regulations, local ordinances, contract documents, and generally accepted good practice. If discrepancies exist between Specifications and Contract Drawings then the solution that provides the Owner with the highest quality of product or installation shall be deemed as intended by the Contract Documents.
- B. All sheet metal workers shall have a minimum documented sheet metal fabrication and installation experience in commercial or industrial facilities of 3 years or be enrolled in an Alaska Department of Labor approved Sheet Metal Apprentice program. The ratio of on-site workers shall not exceed 3 apprentices or sheet metal workers for every one foreman. A foreman is defined as a sheet metal worker with minimum 3 years experience as detailed above or is an approved Journeyman.
- C. All Plumbers and Pipe Fitters shall have a minimum documented installation experience in commercial or industrial facilities of 3 years or be enrolled in an Alaska Department of Labor

approved Plumbers and Pipe Fitters Apprentice program. The ratio of on-site workers shall not exceed 2 apprentices or pipe fitters for every one Journeyman.

1.07 FIELD MEASUREMENTS

- A. See Division 1 for specific requirements.
- B. Verifications: All measurements shall be verified at the site and prior to fabrications of equipment and systems. The existing conditions shall be fully observed before beginning the Work hereunder, and the Work hereunder executed in full coordination with the existing conditions observed. All hazardous material including asbestos materials that are discovered during the course of construction shall be immediately brought to the attention of the ARCHITECT for action. All Work performed with hazardous materials not approved by the Owner shall be at the full responsibility of the contractor and not the Owner.
- C. Changes: Variations apparently necessary due to existing conditions shall be made only on approval in writing by the ARCHITECT.

1.08 WARRANTY

- A. See Division 1 for specific requirements regarding: Product warranties and product Bonds.
- B. The contractor shall provide continuous and generally trouble-free operation of the mechanical systems for the time period listed in Division 1 or for one year after Substantial Completion whichever time period is longer. The operation and maintenance of systems other than incidental operations such as room thermostat settings or changing of air filters, shall be the sole responsibility of the contractor and shall be addressed by the contractor immediately if deficiencies are present. Leaking of valves, flanges, or air vents shall be addressed immediately by the contractor during the warranty period. Control settings, noise problems, and other deficiencies resulting in unsatisfactory environmental conditions shall be addressed immediately.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 22 0510

SECTION 22 0523
GENERAL DUTY VALVES FOR PLUMBING

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Gate Valves.
 - 2. Ball Valves.
 - 3. Check Valves.

1.02 DEFINITIONS

- A. CWP: Non-Shock Cold working pressure.
- B. OS&Y: Outside Stem and Yoke
- C. PTFE: Polytetrafluoroethylene

1.03 SUBMITTALS

- A. See Division 01 and 220000 General HVAC Requirements for submittal procedures and criteria.
- B. Product Data: For each type of valve and service.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Prepare valves for shipping as follows:
 - 1. Protect internal parts against rust and corrosion.
 - 2. Protect threads, flange faces, grooves, and weld ends.
 - 3. Set angle and globe valves closed to prevent rattling.
- B. Use the following precautions during storage:
 - 1. Maintain valve end protection.
 - 2. Store valves indoors and maintain at higher-than-ambient dew point temperature. If outdoor storage is necessary, store valves off the ground in watertight enclosures.
- C. Use sling to handle large valves; rig sling to avoid damage to exposed parts. Do not use handwheels or stems as lifting or rigging points.

PART 2 - PRODUCTS

2.01 GENERAL REQUIREMENTS FOR VALVES

- A. Source Limitations for Valves: Obtain each type of valve from single source from single manufacturer.
- B. Manufacturers: Contractor is responsible for selecting valves that meet requirements as specified.
- C. ASME Compliance:
 - 1. ASME B1.20.1 for threads for threaded-end valves.
 - 2. ASME B16.1 for flanges on iron valves.
 - 3. ASME B16.10 and ASME B16.34 for ferrous valve dimensions and design criteria.
 - 4. ASME B16.18 for solder joint.
 - 5. ASME B31.1 for power piping valves.
 - 6. ASME B31.9 for building services piping valves.

- D. Refer to HVAC valve schedule articles for applications of valves.
- E. Valve Pressure and Temperature Ratings: Not less than indicated and as required for system pressures and temperatures.
- F. Valve Sizes: Same as upstream piping unless otherwise indicated.
- G. Valves in Insulated Piping: With 2-inch stem extensions.

2.02 Domestic Water Systems:

- A. Valves 2 inches and smaller:
 - 1. Isolation Valves:
 - a. Gate Valves: MSS SP-139, NSF 61-8, NSF 372, 300 PSI CWP, Rising Stem, screw-in bonnet, solid wedge disc. Silicon Bronze body, bonnet, and wedge. Malleable iron hand wheel. Graphite fiber packing. Threaded or Soldered ends.
 - b. Ball Valves: MSS SP-110, NSF 61-8, NSF 372, 600 PSI CWP, lead free, two-piece bronze body, Teflon seats, full port, adjustable stem packing, blowout-proof stems, stainless steel ball, threaded or soldered ends, white handles.
- B. Check Valves: MSS SP-139, NSF 61-8, NSF 372, Y-pattern swing type, 200 PSI CWP, Silicon Bronze body, PTFE seat disc, threaded or soldered ends.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine valve interior for cleanliness, freedom from foreign matter, and corrosion. Remove special packing materials, such as blocks, used to prevent disc movement during shipping and handling.
- B. Operate valves in positions from fully open to fully closed. Examine guides and seats made accessible by such operations.
- C. Examine threads on valve and mating pipe for form and cleanliness.
- D. Examine mating flange faces for conditions that might cause leakage. Check bolting for proper size, length, and material. Verify that gasket is of proper size, that its material composition is suitable for service, and that it is free from defects and damage.
- E. Do not attempt to repair defective valves; replace with new valves.

3.02 VALVE INSTALLATION

- A. Install valves with unions or flanges at each piece of equipment arranged to allow service, maintenance, and equipment removal without system shutdown.
- B. Locate valves for easy access and provide separate support where necessary.
- C. Install valves in horizontal piping with stem at or above center of pipe.
- D. Install valves in position to allow full stem movement.
- E. Install valve tags. Comply with requirements in Section 23 05 53 "Identification for HVAC Piping and Equipment" for valve tags and schedules.

3.03 ADJUSTING

- A. Adjust or replace valve packing after piping systems have been tested and put into service but before final adjusting and balancing. Replace valves if persistent leaking occurs.

END OF SECTION 22 0523

SECTION 22 0700
PLUMBING INSULATION

PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes insulating the following plumbing piping services:
 - 1. Domestic cold-water piping.
 - 2. Domestic hot-water piping.

1.02 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include thermal conductivity, water-vapor permeance thickness, and jackets (both factory and field applied if any).

1.03 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified Installer.
- B. Material Test Reports: From a qualified testing agency acceptable to authorities having jurisdiction indicating, interpreting, and certifying test results for compliance of insulation materials, sealers, attachments, cements, and jackets, with requirements indicated. Include dates of tests and test methods employed.
- C. Field quality-control reports.

1.04 QUALITY ASSURANCE

- A. Installer Qualifications: Skilled mechanics who have successfully completed an apprenticeship program or another craft training program certified by the Department of Labor, Bureau of Apprenticeship and Training.
- B. Surface-Burning Characteristics: For insulation and related materials, as determined by testing identical products in accordance with ASTM E84 by a testing agency acceptable to authorities having jurisdiction. Factory label insulation and jacket materials and adhesive, mastic, tapes, and cement material containers, with appropriate markings of applicable testing agency.
 - 1. Insulation Installed Indoors: Flame-spread index of 25 or less and smoke-developed index of 50 or less.
 - 2. Insulation Installed Outdoors: Flame-spread index of 75 or less and smoke-developed index of 150 or less.
- C. Comply with the following applicable standards and other requirements specified for miscellaneous components:
 - 1. Supply and Drain Protective Shielding Guards: ICC A117.1.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Packaging: Insulation material containers shall be marked by manufacturer with appropriate ASTM standard designation, type and grade, and maximum use temperature.

1.06 COORDINATION

- A. Coordinate sizes and locations of supports, hangers, and insulation shields.

- B. Coordinate clearance requirements with piping Installer for piping insulation application. Establish and maintain clearance requirements for installation of insulation and field-applied jackets and finishes and for space required for maintenance.

1.07 SCHEDULING

- A. Schedule insulation application after pressure testing systems and, where required, after installing and testing heat tracing. Insulation application may begin on segments that have satisfactory test results.
- B. Complete installation and concealment of plastic materials as rapidly as possible in each area of construction.

PART 2 - PRODUCTS

2.01 INSULATION MATERIALS

- A. Comply with requirements in "Piping Insulation Schedule, General" and "Indoor Piping Insulation Schedule" articles for where insulating materials shall be applied.
- B. Products shall not contain asbestos, lead, mercury, or mercury compounds.
- C. Cellular Glass: Inorganic, incombustible, foamed or cellulated glass with annealed, rigid, hermetically sealed cells. Comply with ASTM C552.
 - 1. Preformed Pipe Insulation: Type II, Class 2, with factory-applied **ASJ** jacket.
 - 2. Factory fabricate shapes in accordance with ASTM C450 and ASTM C585.
 - 3. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.
- D. Mineral-Fiber, Preformed Pipe: Mineral or glass fibers bonded with a thermosetting resin. Comply with ASTM C547.
 - 1. Preformed Pipe Insulation: Type I, Grade A, with factory-applied ASJ.
 - 2. 850 deg F.
 - 3. Factory fabricate shapes in accordance with ASTM C450 and ASTM C585.
 - 4. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.

2.02 ADHESIVES

- A. Materials shall be compatible with insulation materials, jackets, and substrates and for bonding insulation to itself and to surfaces to be insulated unless otherwise indicated.
- B. Cellular-Glass Adhesive: Two-component, thermosetting urethane adhesive containing no flammable solvents, with a service temperature range of minus 100 to plus 200 deg F.
- C. Mineral-Fiber Adhesive: Comply with MIL-A-3316C, Class 2, Grade A.
- D. ASJ Adhesive and FSK Jacket Adhesive: Comply with MIL-A-3316C, Class 2, Grade A, for bonding insulation jacket lap seams and joints.
- E. PVC Jacket Adhesive: Compatible with PVC jacket.

2.03 MASTICS AND COATINGS

- A. Materials shall be compatible with insulation materials, jackets, and substrates.
- B. Vapor-Retarder Mastic, Water Based: Suitable for indoor use on below-ambient services.
 - 1. Water-Vapor Permeance: Comply with ASTM E96/E96M or ASTM F1249.
 - 2. Service Temperature Range: 0 to plus 180 deg F.

3. Comply with MIL-PRF-19565C, Type II, for permeance requirements, with supplier listing on DOD QPD - Qualified Products Database.
 4. Color: White.
- C. Vapor-Retarder Mastic, Solvent Based, Indoor Use: Suitable for indoor use on below-ambient services.
1. Water-Vapor Permeance: Comply with ASTM E96/E96M or ASTM F1249.
 2. Service Temperature Range: 0 to 180 deg F.
 3. Color: White.

2.04 SEALANTS

- A. Materials shall be as recommended by the insulation manufacturer and shall be compatible with insulation materials, jackets, and substrates.
- B. Joint Sealants:
1. Permanently flexible, elastomeric sealant.
 2. Service Temperature Range: Minus 58 to plus 176 deg F.
 3. Color: White or gray.
- C. ASJ Flashing Sealants and PVC Jacket Flashing Sealants:
1. Fire- and water-resistant, flexible, elastomeric sealant.
 2. Service Temperature Range: Minus 40 to plus 250 deg F.
 3. Color: White.

2.05 TAPES

- A. ASJ Tape: White vapor-retarder tape matching factory-applied jacket with acrylic adhesive, complying with ASTM C1136.
1. Width: 3 inches.
 2. Thickness: 11.5 mils.
 3. Adhesion: 90 ounces force/inch in width.
 4. Elongation: 2 percent.
 5. Tensile Strength: 40 lbf/inch in width.
 6. ASJ Tape Disks and Squares: Precut disks or squares of ASJ tape.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine substrates and conditions for compliance with requirements for installation tolerances and other conditions affecting performance of insulation application.
1. Verify that systems to be insulated have been tested and are free of defects.
 2. Verify that surfaces to be insulated are clean and dry.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. Clean and dry surfaces to receive insulation. Remove materials that will adversely affect insulation application.
- B. Clean and prepare surfaces to be insulated

3.03 GENERAL INSTALLATION REQUIREMENTS

- A. Install insulation materials, accessories, and finishes with smooth, straight, and even surfaces; free of voids throughout the length of piping, including fittings, valves, and specialties.
- B. Install insulation materials, forms, vapor barriers or retarders, jackets, and of thicknesses required for each item of pipe system, as specified in insulation system schedules.
- C. Install accessories compatible with insulation materials and suitable for the service. Install accessories that do not corrode, soften, or otherwise attack insulation or jacket in either wet or dry state.
- D. Install insulation with longitudinal seams at top and bottom of horizontal runs.
- E. Install multiple layers of insulation with longitudinal and end seams staggered.
- F. Do not weld brackets, clips, or other attachment devices to piping, fittings, and specialties.
- G. Keep insulation materials dry during storage, application, and finishing. Replace insulation materials that get wet.
- H. Install insulation with tight longitudinal seams and end joints. Bond seams and joints with adhesive recommended by insulation material manufacturer.
- I. Install insulation with least number of joints practical.
- J. Where vapor barrier is indicated, seal joints, seams, and penetrations in insulation at hangers, supports, anchors, and other projections with vapor-barrier mastic.
 - 1. Install insulation continuously through hangers and around anchor attachments.
 - 2. For insulation application where vapor barriers are indicated, extend insulation on anchor legs from point of attachment to supported item to point of attachment to structure. Taper and seal ends attached to structure with vapor-barrier mastic.
 - 3. Install insert materials and insulation to tightly join the insert. Seal insulation to insulation inserts with adhesive or sealing compound recommended by insulation material manufacturer.
 - 4. Cover inserts with jacket material matching adjacent pipe insulation. Install shields over jacket, arranged to protect jacket from tear or puncture by hanger, support, and shield.
- K. Apply adhesives, mastics, and sealants at manufacturer's recommended coverage rate and wet and dry film thicknesses.
- L. Install insulation with factory-applied jackets as follows:
 - 1. Draw jacket tight and smooth.
 - 2. Cover circumferential joints with 3-inch-wide strips, of same material as insulation jacket. Secure strips with adhesive and outward-clinching staples along both edges of strip, spaced 4 inches o.c.
 - 3. Overlap jacket longitudinal seams at least 1-1/2 inches. Install insulation with longitudinal seams at bottom of pipe. Clean and dry surface to receive self-sealing lap. Staple laps with outward-clinching staples along edge at 4 inches o.c.
 - a. For below-ambient services, apply vapor-barrier mastic over staples.
 - 4. Cover joints and seams with tape, in accordance with insulation material manufacturer's written instructions, to maintain vapor seal.
 - 5. Where vapor barriers are indicated, apply vapor-barrier mastic on seams and joints and at ends adjacent to pipe flanges and fittings.
- M. Cut insulation in a manner to avoid compressing insulation more than 25 percent of its nominal thickness.
- N. Finish installation with systems at operating conditions. Repair joint separations and cracking due to thermal movement.

- O. Repair damaged insulation facings by applying same facing material over damaged areas. Extend patches at least 4 inches beyond damaged areas. Adhere, staple, and seal patches in similar fashion to butt joints.
- P. For above-ambient services, do not install insulation to the following:
 - 1. Vibration-control devices.
 - 2. Testing agency labels and stamps.
 - 3. Nameplates and data plates.
 - 4. Cleanouts.

3.04 GENERAL PIPE INSULATION INSTALLATION

- A. Requirements in this article generally apply to all insulation materials, except where more specific requirements are specified in various pipe insulation material installation articles.
- B. Insulation Installation on Fittings, Valves, Strainers, Flanges, Mechanical Couplings, and Unions:
 - 1. Install insulation over fittings, valves, strainers, flanges, mechanical couplings, unions, and other specialties with continuous thermal and vapor-retarder integrity unless otherwise indicated.
 - 2. Insulate pipe elbows using preformed fitting insulation or mitered fittings made from same material and density as that of adjacent pipe insulation. Each piece shall be butted tightly against adjoining piece and bonded with adhesive. Fill joints, seams, voids, and irregular surfaces with insulating cement finished to a smooth, hard, and uniform contour that is uniform with adjoining pipe insulation.
 - 3. Insulate tee fittings with preformed fitting insulation or sectional pipe insulation of same material and thickness as that used for adjacent pipe. Cut sectional pipe insulation to fit. Butt each section closely to the next and hold in place with tie wire. Bond pieces with adhesive.
 - 4. Insulate valves using preformed fitting insulation or sectional pipe insulation of same material, density, and thickness as that used for adjacent pipe. Overlap adjoining pipe insulation by not less than 2 times the thickness of pipe insulation, or one pipe diameter, whichever is thicker. For valves, insulate up to and including the bonnets, valve stuffing-box studs, bolts, and nuts. Fill joints, seams, and irregular surfaces with insulating cement.
 - 5. Insulate strainers using preformed fitting insulation or sectional pipe insulation of same material, density, and thickness as used for adjacent pipe. Overlap adjoining pipe insulation by not less than 2 times the thickness of pipe insulation, or one pipe diameter, whichever is thicker. Fill joints, seams, and irregular surfaces with insulating cement. Insulate strainers, so strainer basket flange or plug can be easily removed and replaced without damaging the insulation and jacket. Provide a removable reusable insulation cover. For below-ambient services, provide a design that maintains vapor barrier.
 - 6. Insulate flanges, mechanical couplings, and unions, using a section of oversized preformed pipe insulation. Overlap adjoining pipe insulation by not less than 2 times the thickness of pipe insulation, or one pipe diameter, whichever is thicker. Stencil or label the outside insulation jacket of each union with the word "union" matching size and color of pipe labels.
 - 7. Cover segmented insulated surfaces with a layer of finishing cement and coat with a mastic. Install vapor-barrier mastic for below-ambient services and a breather mastic for above-ambient services. Reinforce the mastic with fabric-reinforcing mesh. Trowel the mastic to a smooth and well-shaped contour.
 - 8. For services not specified to receive a field-applied jacket, except for flexible elastomeric and polyolefin, install fitted PVC cover over elbows, tees, strainers, valves, flanges, and

unions. Terminate ends with PVC end caps. Tape PVC covers to adjoining insulation facing, using PVC tape.

- C. Insulate instrument connections for thermometers, pressure gages, pressure temperature taps, test connections, flow meters, sensors, switches, and transmitters on insulated pipes. Shape insulation at these connections by tapering it to and around the connection with insulating cement and finish with finishing cement, mastic, and flashing sealant.
- D. Install removable insulation covers at locations indicated. Installation shall conform to the following:
 - 1. Make removable flange and union insulation from sectional pipe insulation of same thickness as that on adjoining pipe. Install same insulation jacket as that of adjoining pipe insulation.
 - 2. When flange and union covers are made from sectional pipe insulation, extend insulation from flanges or union at least 2 times the insulation thickness over adjacent pipe insulation on each side of flange or union. Secure flange cover in place with stainless steel or aluminum bands. Select band material compatible with insulation and jacket.
 - 3. Construct removable valve insulation covers in same manner as for flanges, except divide the two-part section on the vertical center line of valve body.

3.05 INSTALLATION OF CELLULAR-GLASS INSULATION

- A. Insulation Installation on Straight Pipes and Tubes:
 - 1. Secure each layer of insulation to pipe with wire or bands, and tighten bands without deforming insulation materials.
 - 2. Where vapor barriers are indicated, seal longitudinal seams, end joints, and protrusions with vapor-barrier mastic and joint sealant.
 - 3. For insulation with factory-applied jackets on above-ambient services, secure laps with outward-clinched staples at 6 inches o.c.
 - 4. For insulation with factory-applied jackets on below-ambient services, do not staple longitudinal tabs. Instead, secure tabs with additional adhesive, as recommended by insulation material manufacturer, and seal with vapor-barrier mastic and flashing sealant.
- B. Insulation Installation on Pipe Flanges:
 - 1. Install preformed pipe insulation to outer diameter of pipe flange.
 - 2. Make width of insulation section same as overall width of flange and bolts, plus twice the thickness of pipe insulation.
 - 3. Fill voids between inner circumference of flange insulation and outer circumference of adjacent straight pipe segments with cut sections of cellular-glass block insulation of same thickness as that of pipe insulation.
 - 4. Install jacket material with manufacturer's recommended adhesive, overlap seams at least 1 inch, and seal joints with flashing sealant.
- C. Insulation Installation on Pipe Fittings and Elbows:
 - 1. Install preformed sections of same material as that of straight segments of pipe insulation when available. Secure according to manufacturer's written instructions.
 - 2. When preformed sections of insulation are not available, install mitered sections of cellular-glass insulation. Secure insulation materials with wire or bands.
- D. Insulation Installation on Valves and Pipe Specialties:
 - 1. Install preformed sections of cellular-glass insulation to valve body.
 - 2. Arrange insulation to permit access to packing and to allow valve operation without disturbing insulation.
 - 3. Install insulation to flanges as specified for flange insulation application.

3.06 INSTALLATION OF MINERAL-FIBER INSULATION

- A. Insulation Installation on Straight Pipes and Tubes:
 - 1. Secure each layer of preformed pipe insulation to pipe with wire or bands, and tighten bands without deforming insulation materials.
 - 2. Where vapor barriers are indicated, seal longitudinal seams, end joints, and protrusions with vapor-barrier mastic and joint sealant.
 - 3. For insulation with factory-applied jackets on above-ambient surfaces, secure laps with outward-clinched staples at 6 inches o.c.
 - 4. For insulation with factory-applied jackets on below-ambient surfaces, do not staple longitudinal tabs. Instead, secure tabs with additional adhesive, as recommended by insulation material manufacturer, and seal with vapor-barrier mastic and flashing sealant.
- B. Insulation Installation on Pipe Flanges:
 - 1. Install preformed pipe insulation to outer diameter of pipe flange.
 - 2. Make width of insulation section same as overall width of flange and bolts, plus twice the thickness of pipe insulation.
 - 3. Fill voids between inner circumference of flange insulation and outer circumference of adjacent straight pipe segments with mineral-fiber blanket insulation.
 - 4. Install jacket material with manufacturer's recommended adhesive, overlap seams at least 1 inch, and seal joints with flashing sealant.
- C. Insulation Installation on Pipe Fittings and Elbows:
 - 1. Install preformed sections of same material as that of straight segments of pipe insulation when available.
 - 2. When preformed insulation elbows and fittings are not available, install mitered sections of pipe insulation, to a thickness equal to adjoining pipe insulation. Secure insulation materials with wire or bands.
- D. Insulation Installation on Valves and Pipe Specialties:
 - 1. Install preformed sections of same material as that of straight segments of pipe insulation when available.
 - 2. When preformed sections are not available, install mitered sections of pipe insulation to valve body.
 - 3. Arrange insulation to permit access to packing and to allow valve operation without disturbing insulation.
 - 4. Install insulation to flanges as specified for flange insulation application.

3.07 FINISHES

- A. Insulation with ASJ: Paint jacket with paint system identified below.
 - 1. Flat Acrylic Finish: Two finish coats over a primer that is compatible with jacket material and finish coat paint. Add fungicidal agent to render fabric mildew proof.
 - a. Finish Coat Material: Interior, flat, latex-emulsion size.
- B. Color: White.

3.08 PIPING INSULATION SCHEDULE, GENERAL

- A. Acceptable preformed pipe and tubular insulation materials and thicknesses are identified for each piping system and pipe size range. If more than one material is listed for a piping system, selection from materials listed is Contractor's option.

3.09 INDOOR PIPING INSULATION SCHEDULE

- A. Domestic Cold, Hot, and Hot Water Recirculation:

1. NPS 1 inch and Smaller: Insulation shall be one of the following:
 - a. Cellular Glass: 1 inch thick.
 - b. Mineral-Fiber, Preformed Pipe Insulation, Type I: 1/2 inch thick.
2. NPS 1-1/4 and Larger: Insulation shall be one of the following:
 - a. Cellular Glass: 1-1/2 inches thick.
 - b. Mineral-Fiber, Preformed Pipe Insulation, Type I: 1 inch thick.

END OF SECTION 22 0700

SECTION 22 1116
DOMESTIC WATER PIPING

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Copper tube and fittings.
 - 2. Piping joining materials.
 - 3. Transition fittings.
 - 4. Dielectric fittings.

1.02 ACTION SUBMITTALS

- A. Product Data:
 - 1. Pipe and tube.
 - 2. Fittings.
 - 3. Joining materials.
 - 4. Transition fittings.

1.03 INFORMATIONAL SUBMITTALS

- A. System purging and disinfecting activities report.
- B. Field quality-control reports.

PART 2 - PRODUCTS

2.01 PIPING MATERIALS

- A. Potable-water piping and components shall comply with NSF 14, NSF 61, and NSF 372.
- B. Transition and special fittings with pressure ratings at least equal to piping rating may be used in applications below unless otherwise indicated.
- C. Fitting Option: Extruded-tee connections and brazed joints may be used on aboveground copper tubing.

2.02 COPPER TUBE AND FITTINGS

- A. Hard Copper Tube: ASTM B 88, Type L water tube, drawn temper.
- B. Cast-Copper, Solder-Joint Fittings: ASME B16.18, pressure fittings.
- C. Wrought-Copper, Solder-Joint Fittings: ASME B16.22, wrought-copper pressure fittings.
- D. Bronze Flanges: ASME B16.24, Class 150, with solder-joint ends.
- E. Copper Unions:
 - 1. MSS SP-123.
 - 2. Cast-copper-alloy, hexagonal-stock body.
 - 3. Ball-and-socket, metal-to-metal seating surfaces.
 - 4. Solder-joint or threaded ends.
- F. Copper Pressure-Seal-Joint Fittings:
 - 1. Fittings for 2 inch and Smaller: Wrought-copper fitting with EPDM-rubber, O-ring seal in each end.

2.03 TRANSITION FITTINGS

- A. General Requirements:
 - 1. Same size as pipes to be joined.
 - 2. Pressure rating at least equal to pipes to be joined.
 - 3. End connections compatible with pipes to be joined.
- B. Fitting-Type Transition Couplings: Manufactured piping coupling or specified piping system fitting.

2.04 DIELECTRIC FITTINGS

- A. General Requirements: Assembly of copper alloy and ferrous materials with separating nonconductive insulating material. Include end connections compatible with pipes to be joined.
- B. Dielectric Unions:
 - 1. Standard: ASSE 1079.
 - 2. Pressure Rating: 125 psig minimum at 180 deg F.
 - 3. End Connections: Solder-joint copper alloy and threaded ferrous.
- C. Dielectric Nipples:
 - 1. Standard: IAPMO PS 66.
 - 2. Electroplated steel nipple complying with ASTM F1545.
 - 3. Pressure Rating and Temperature: 300 psig at 225 deg F.
 - 4. End Connections: Male threaded or grooved.
 - 5. Lining: Inert and noncorrosive, propylene.

PART 3 - EXECUTION

3.01 PIPING APPLICATIONS

- A. Transition and special fittings with pressure ratings at least equal to piping rating may be used in applications below unless otherwise indicated.
- B. Flanges and unions may be used for aboveground piping joints unless otherwise indicated.
- C. Fitting Option: Extruded-tee connections and brazed joints may be used on aboveground copper tubing.
- D. Aboveground domestic water piping, NPS 2 and smaller, shall be one of the following:
 - 1. Drawn-temper copper tube, ASTM B88, Type L; cast or wrought-copper, solder-joint fittings; and brazed or soldered joints.
 - 2. Drawn-temper copper tube, ASTM B88, Type M; copper pressure-seal-joint fittings; and pressure-sealed joints.
 - 3. Drawn-temper copper tube, ASTM B88, Type L; copper push-on-joint fittings; and push-on joints.

3.02 INSTALLATION OF PIPING

- A. Drawing plans, schematics, and diagrams indicate general location and arrangement of domestic water piping. Indicated locations and arrangements are used to size pipe and calculate friction loss, expansion, and other design considerations. Install piping as indicated unless deviations to layout are approved on coordination drawings.
- B. Install copper tubing under building slab according to CDA's "Copper Tube Handbook," to be limited to trap primer piping sloping to drain to floor drain traps.
- C. Install water-pressure-reducing valves downstream from shutoff valves.
- D. Install shutoff valve immediately upstream of each dielectric fitting.
- E. Install domestic water piping level with 0.25 percent slope downward toward drain and plumb.

- F. Install piping concealed from view and protected from physical contact by building occupants unless otherwise indicated and except in equipment rooms and service areas.
- G. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.
- H. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal, and coordinate with other services occupying that space.
- I. Install piping to permit valve servicing.
- J. Install nipples, unions, special fittings, and valves with pressure ratings the same as or higher than the system pressure rating used in applications below unless otherwise indicated.
- K. Install piping free of sags and bends.
- L. Install fittings for changes in direction and branch connections.
- M. Install unions in copper tubing at final connection to each piece of equipment, machine, and specialty.
- N. Install pressure gauges on suction and discharge piping for each plumbing pump and pressure reducing valve.
- O. Install thermometer in hot-water circulation piping.
- P. Install thermometers on inlet and outlet piping from each water heater.

3.03 JOINT CONSTRUCTION

- A. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.
- B. Remove scale, slag, dirt, and debris from inside and outside of pipes, tubes, and fittings before assembly.
- C. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full ID. Join pipe fittings and valves as follows:
 - 1. Apply appropriate tape or thread compound to external pipe threads.
 - 2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged.
- D. Brazed Joints for Copper Tubing: Comply with CDA's "Copper Tube Handbook," "Braze Joints" chapter.
- E. Soldered Joints for Copper Tubing: Apply ASTM B813, water-flushable flux to end of tube. Join copper tube and fittings according to ASTM B828 or CDA's "Copper Tube Handbook."
- F. Pressure-Sealed Joints for Copper Tubing: Join copper tube and pressure-seal fittings with tools and procedure recommended by pressure-seal-fitting manufacturer. Leave insertion marks on pipe after assembly.
- G. Extruded-Tee Connections: Form tee in copper tube according to ASTM F2014. Use tool designed for copper tube; drill pilot hole, form collar for outlet, dimple tube to form seating stop, and braze branch tube into collar.
- H. Joints for Dissimilar-Material Piping: Make joints using adapters compatible with materials of both piping systems.

3.04 INSTALLATION OF TRANSITION FITTINGS

- A. Install transition couplings at joints of dissimilar piping.
- B. Transition Fittings in Aboveground Domestic Water Piping NPS 2 and Smaller: Plastic-to-metal transition fittings or unions.

3.05 INSTALLATION OF DIELECTRIC FITTINGS

- A. Install dielectric fittings in piping at connections of dissimilar metal piping and tubing.
- B. Dielectric Fittings for NPS 2 inch and Smaller: Use dielectric nipples or unions.

3.06 INSTALLATION OF HANGERS AND SUPPORTS

- A. Install hangers for copper tubing and piping, with maximum horizontal spacing and minimum rod diameters, to comply with MSS SP-58, locally enforced codes, and authorities having jurisdiction requirements, whichever are most stringent.
- B. Support horizontal piping within 12 inches of each fitting.
- C. Support vertical runs of copper tubing and piping to comply with MSS SP-58, locally enforced codes, and authorities having jurisdiction requirements, whichever are most stringent.

3.07 CONNECTIONS

- A. Drawings indicate general arrangement of piping, fittings, and specialties.
- B. When installing piping adjacent to equipment, allow space for service and maintenance.
- C. Connect domestic water piping to exterior water-service piping. Use transition fitting to join dissimilar piping materials.
- D. Connect domestic water piping to water-service piping with shutoff valve; extend and connect to the following:
 - 1. Water Heaters: Cold-water inlet and hot-water outlet piping in sizes indicated, but not smaller than sizes of water heater connections.
 - 2. Equipment: Cold- and hot-water-supply piping as indicated, but not smaller than equipment connections. Provide shutoff valve and union for each connection.

3.08 ADJUSTING

- A. Perform the following adjustments before operation:
 - 1. Close drain valves, hydrants, and hose bibbs.
 - 2. Open shutoff valves to fully open position.
 - 3. Open throttling valves to proper setting.
 - 4. Remove plugs used during testing of piping and for temporary sealing of piping during installation.
 - 5. Remove and clean strainer screens. Close drain valves and replace drain plugs.
 - 6. Check plumbing specialties and verify proper settings, adjustments, and operation.

3.09 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections:
 - 1. Piping Inspections:
 - a. Do not enclose, cover, or put piping into operation until it has been inspected and approved by authorities having jurisdiction.
 - b. During installation, notify authorities having jurisdiction at least one day before inspection must be made. Perform tests specified below in presence of authorities having jurisdiction:
 - 1) Roughing-in Inspection: Arrange for inspection of piping before concealing or closing in after roughing in and before setting fixtures.
 - 2) Final Inspection: Arrange for authorities having jurisdiction to observe tests specified in "Piping Tests" Subparagraph below and to ensure compliance with requirements.
 - c. Reinspection: If authorities having jurisdiction find that piping will not pass tests or inspections, make required corrections and arrange for reinspection.

- d. Reports: Prepare inspection reports and have them signed by authorities having jurisdiction.
- 2. Piping Tests:
 - a. Fill domestic water piping. Check components to determine that they are not air bound and that piping is full of water.
 - b. Test for leaks and defects in new piping and fittings. If testing is performed in segments, submit a separate report for each test, complete with diagram of portion of piping tested.
 - c. Leave piping uncovered and unconcealed until it has been tested and approved. Expose work that was covered or concealed before it was tested.
 - d. Cap and subject piping to static water pressure of 100 psig. Isolate test source and allow it to stand for four hours. Leaks and loss in test pressure constitute defects that must be repaired.
 - e. Hydrostatic testing and documentation of test results for polypropylene piping to be in accordance with the manufacturer's instructions and submitted to the manufacturer upon successful completion per warranty requirements.
 - f. Repair leaks and defects with new materials, and retest piping or portion thereof until satisfactory results are obtained.
 - g. Prepare reports for tests and for corrective action required.
- B. Domestic water piping will be considered defective if it does not pass tests and inspections.
- C. Prepare test and inspection reports.

3.10 CLEANING

- A. Clean and sanitize domestic water piping as follows:
 - 1. Purge and sanitize new piping before using.
 - 2. Use purging and disinfecting procedures prescribed below:
 - a. Flush piping system with clean, potable water until dirty water does not appear at outlets.
 - b. Fill and isolate system according to either of the following:
 - 1) Fill system or part thereof with water/chlorine solution with at least 50 ppm of chlorine. Isolate with valves and allow to stand for 24 hours.
 - 2) Fill system or part thereof with water/chlorine solution with at least 200 ppm of NSF 60 certified chlorine. Isolate and allow to stand for three hours.
 - c. After the standing time, flush system with clean, potable water until chlorine residual in the water coming from the system does not exceed the chlorine residual in the flushing water.
 - d. Repeat procedures if biological examination shows contamination.
 - e. Submit water samples in sterile bottles to approved testing agency. Follow the test sampling procedures outlined in AWWA C651 5.1.3.
- B. Provide two (2) approved Bac-T tests taken 16 hours apart prior to placing the new or repaired service pipe into service.
- C. Prepare and submit reports of purging and disinfecting activities to Engineer of record. Include copies of water-sample approvals from testing agency.

END OF SECTION 22 1116

SECTION 22 1119
DOMESTIC WATER PIPING SPECIALTIES

PART 1 – GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Vacuum breakers.
 - 2. Backflow preventers.
 - 3. Water pressure-reducing valves.
 - 4. Temperature-actuated, water mixing valves.
 - 5. Hose bibbs.
 - 6. Drain valves.
 - 7. Pressure Gauges.
 - 8. Thermometers.

1.02 ACTION SUBMITTALS

- A. Product Data: For each type of product.

1.03 INFORMATIONAL SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Submittal procedures.
- B. Product Data: Submit catalog illustrations of fixtures, sizes, rough-in dimensions, utility sizes, trim, and finishes.
- C. Manufacturer's Installation Instructions: Submit installation methods and procedures.

1.04 COSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For domestic water piping specialties to include in operation and maintenance manuals.

PART 2 – PRODUCTS

2.01 GENERAL REQUIREMENTS FOR PIPING SPECIALTIES

- A. Domestic water piping specialties intended to convey or dispense water for human consumption are to comply with the SDWA, requirements of authorities having jurisdiction, and NSF 61 and NSF 372, or to be certified in compliance with NSF 61 and NSF 372 by an American National Standards Institute (ANSI)-accredited third-party certification body that the weighted average lead content at wetted surfaces is less than or equal to 0.25 percent.

2.02 PERFORMANCE REQUIREMENTS

- A. Minimum Working Pressure for Domestic Water Piping Specialties: 125 psig unless otherwise indicated.

2.03 VACUUM BREAKERS

- A. Hose-Connection Vacuum Breakers:
 - 1. Standard: ASSE 1011.
 - 2. Body: Bronze, nonremovable, with manual drain.

3. Outlet Connection: Garden-hose threaded complying with ASME B1.20.7.
4. Finish: Chrome or nickel plated.

2.04 BACKFLOW PREVENTERS

- A. Reduced-Pressure-Principle Backflow Preventers:
 1. Standard: ASSE 1013.
 2. NSF/ANSI-61G certified, lead-free.
 3. Approved by the Foundation for Cross-Connection Control and Hydraulic Research at the University of Southern California.
 4. Operation: Continuous-pressure applications.
 5. Pressure Loss: 12 psig maximum, through middle third of flow range.
 6. Body: Lead Free ductile iron.
 7. End Connections: Threaded for NPS 2 and smaller; flanged for NPS 2-1/2 and larger.
 8. Configuration: Designed for Vertical Up or horizontal flow.
 9. Non-rising valve stems.
 10. Temperature range: 33 deg. F. to 180 deg. F.
 11. Maximum working pressure: 175 psi.
 12. Accessories:
 - a. Valves NPS 2 and Smaller: Ball type with threaded ends on inlet and outlet.
 - b. Valves: Outside-screw and yoke-gate type with flanged ends on inlet and outlet.
 - c. Air-Gap Drain Fitting: ASME A112.1.2, from same manufacturer as backflow preventer manufacturer and matching backflow-preventer connection.

2.05 DRAIN VALVES

- A. Ball-Valve-Type, Hose-End Drain Valves:
 1. Standard: MSS SP-110 for standard-port, two-piece ball valves.
 2. Pressure Rating: 400-psig minimum CWP.
 3. Size: NPS 3/4.
 4. Body: Copper alloy.
 5. Ball: Chrome-plated brass.
 6. Seats and Seals: Replaceable.
 7. Handle: Vinyl-covered steel.
 8. Inlet: Threaded or solder joint.
 9. Outlet: Threaded, short nipple with garden-hose thread complying with ASME B1.20.7 and cap with brass chain.
- B. Gate-Valve-Type, Hose-End Drain Valves:
 1. Standard: MSS SP-80 for gate valves.
 2. Pressure Rating: Class 125.
 3. Size: NPS 3/4.
 4. Body: ASTM B62 bronze.
 5. Inlet: NPS 3/4 threaded or solder joint.
 6. Outlet: Garden-hose thread complying with ASME B1.20.7 and cap with brass chain.

2.06 THERMOMETERS

- A. Solar Powered Thermometers
 1. Thermometer: Adjustable angle, digital solar powered thermometer, with positive locking device.
 2. Stem: Brass, 3/4 inch NPT, 3-1/2 inch long.
 3. Accuracy: 2 percent.
 4. Calibration: Both degrees F and degrees C.

PART 3 – EXECUTION

3.01 INSTALLATION OF PIPING SPECIALTIES

- A. Backflow Preventers: Install in each water supply to mechanical equipment and systems and to other equipment and water systems that may be sources of contamination. Comply with authorities having jurisdiction.
 - 1. Locate backflow preventers in same room as connected equipment or system.
 - 2. Install drain for backflow preventers with atmospheric-vent drain connection with air-gap fitting, fixed air-gap fitting, or equivalent positive pipe separation of at least two pipe diameters in drain piping and pipe-to-floor drain. Locate air-gap device attached to or under backflow preventer. Simple air breaks are unacceptable for this application.
 - 3. Do not install bypass piping around backflow preventers.
- B. Water Pressure Regulators: Install pressure gauges on inlet and outlet.

3.02 PIPING CONNECTIONS

- A. Drawings indicate general arrangement of piping, fittings, and specialties.
- B. When installing piping specialties adjacent to equipment and machines, allow space for service and maintenance.

3.03 ADJUSTING

- A. Set field-adjustable pressure set points of water pressure-reducing valves.

3.04 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections.
 - 1. Test each double-check, backflow-prevention assembly according to authorities having jurisdiction and the device's reference standard.
 - 2. Leak Test: After installation, charge system and test for leaks. Repair leaks and retest until no leaks exist.
 - 3. Operational Test: After electrical circuitry has been energized, start units to confirm unit operation.
 - 4. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- B. Domestic water piping specialties will be considered defective if they do not pass tests and inspections.
- C. Prepare test and inspection reports.

END OF SECTION 22 1119

SECTION 22 3000
PLUMBING EQUIPMENT

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Commercial, light-duty, storage, propane-fired, domestic-water heaters.
 - 2. Domestic-water heater accessories.

1.02 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include rated capacities, operating characteristics, electrical characteristics, and furnished specialties and accessories.
- B. Shop Drawings:
 - 1. Include diagrams for power, signal, and control wiring.

1.03 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Equipment room drawing or BIM model, drawn to scale, on which the items described in this Section are shown and coordinated with all building trades.
- B. Seismic Qualification Data: Certificates, for commercial domestic-water heaters, accessories, and components, from manufacturer.
 - 1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
 - 2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
 - 3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.
- C. Product Certificates: For each type of commercial and tankless, electric, domestic-water heater, expansion tank, and circulator pump.
- D. Domestic-Water Heater Labeling: Certified and labeled by testing agency acceptable to authorities having jurisdiction.
- E. Source quality-control reports.
- F. Field quality-control reports.
- G. Sample Warranty: For special warranty.

1.04 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For electric, domestic-water heaters to include emergency, operation, and maintenance manuals.

1.05 COORDINATION

- A. Coordinate sizes and locations of concrete bases with actual equipment provided.

1.06 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of electric, domestic-water heaters that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:

- a. Structural failures including storage tank and supports.
 - b. Faulty operation of controls.
 - c. Deterioration of metals, metal finishes, and other materials beyond normal use.
- 2. Warranty Periods: From date of Substantial Completion.
 - a. Commercial, Light-Duty, Storage, Electric, Domestic-Water Heaters:
 - 1) Storage Tank: Three years.
 - 2) Controls and Other Components: Two years.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Navien Model NPE-180A2; Design Manufacturer.
- B. Substitutions: Approved Equal.

2.02 PERFORMANCE REQUIREMENTS

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by an NRTL, and marked for intended location and use.
- B. ASHRAE/IES Compliance: Applicable requirements in ASHRAE/IES 90.1.
- C. ASME Compliance: Where ASME-code construction is indicated, fabricate and label commercial, domestic-water heater storage tanks to comply with ASME Boiler and Pressure Vessel Code: Section VIII, Division 1.
- D. NSF Compliance: Fabricate and label equipment components that will be in contact with potable water to comply with NSF 61 and NSF 372.

2.03 WALL-HUNG, FORCED-DRAFT, FIRE-TUBE CONDENSING BOILERS (HWH-1)

- A. Description: Factory-fabricated, assembled, and tested, fire-tube, forced-draft, condensing boiler with heat exchanger sealed pressure tight, built on a steel base, including insulated jacket; flue-gas vent; combustion-air intake connections; water supply, return, and condensate drain connections; and controls. Units are to be for water-heating service only.
- B. Heat Exchanger: Corrosion-resistant Type 316 stainless steel.
- C. Fire Tubes: Corrosion-resistant Type 316 stainless steel.
- D. Combustion Chamber and Flue Pipes: Corrosion-resistant stainless steel.
- E. Burner: Propane, forced draft.
- F. Blower: Centrifugal fan to operate during each burner-firing sequence and to prepurge and postpurge the combustion chamber.
 - 1. Motors: Comply with NEMA designation, temperature rating, service factor, and efficiency requirements for motors specified in Section 230500 "Common Work Results for HVAC."
 - a. Motor Sizes: Large enough so driven load will not require motor to operate in service factor range above 1.0.
- G. Gas Train: Combination gas valve with manual shutoff and pressure regulator.

- H. Ignition: Direct-spark ignition or silicone carbide hot-surface ignition with 100 percent main-valve shutoff and electronic flame supervision.
- I. Integral Circulator: Cast-iron body and stainless steel impeller sized for minimum flow required in heat exchanger.
- J. Casing:
 - 1. Jacket: Sheet metal, with snap-in or interlocking closures.
 - 2. Control Compartment Enclosures: NEMA 250, Type 1A.
 - 3. Finish: Baked-enamel or Powder-coated protective finish.
 - 4. Insulation: Minimum 2-inch thick insulation surrounding the heat exchanger.
 - 5. Combustion-Air Connections: Inlet and vent duct collars.
- K. Capacities and Characteristics:
 - 1. Heating Medium: Hot water.
 - 2. Design Water-Pressure Rating: 160 psig
 - 3. Safety Relief Valve Setting: 100 psig.
 - 4. Entering-Water Temperature: 50 deg F.
 - 5. Leaving-Water Temperature: 120 deg F.
 - 6. Minimal Water Flow Rate: 0.5 GPM.
 - 7. Design Water Flow Rate: 4.3 GPM @ 67 dT.
 - 8. Minimum Thermal Efficiency: 97 percent.
 - 9. Gas Input: 180 MBH
 - 10. Electrical Characteristics:
 - a. Volts: 115V.
 - b. Phase: Single.
 - c. Hertz: 60 Hz.
 - d. Full-Load Amperes: 2 A.
- 11. Performance: See Schedules.

2.04 DOMESTIC-WATER HEATER ACCESSORIES

- A. Domestic-Water Expansion Tanks:
 - 1. Description: Steel pressure-rated tank constructed with welded joints and factory-installed, butyl-rubber diaphragm. Include air precharge to minimum system-operating pressure at tank.
 - 2. Construction:
 - a. Tappings: Factory-fabricated steel, welded to tank before testing and labeling. Include ASME B1.20.1 pipe thread.
 - b. Interior Finish: Comply with NSF 61 and NSF 372 barrier materials for potable-water tank linings, including extending finish into and through tank fittings and outlets.
 - c. Air-Charging Valve: Factory installed.
 - 3. Capacity and Characteristics:
 - a. Working-Pressure Rating: 150 psig.
 - b. Capacity Acceptable: 2 gal..
 - c. Air Precharge Pressure: 50 PSI.
- B. Combination Temperature-and-Pressure Relief Valves: ASME rated and stamped. Include relieving capacity at least as great as heat input, and include pressure setting less than working-pressure rating of domestic-water heater. Select relief valves with sensing element that extends into storage tank.

- C. Provide seismic strapping to secure water heater to structure.

2.05 SOURCE QUALITY CONTROL

- A. Factory Tests: Test and inspect domestic-water heaters specified to be ASME-code construction, in accordance with ASME Boiler and Pressure Vessel Code.
- B. Hydrostatically test commercial domestic-water heaters to minimum of one and one-half times pressure rating before shipment.
- C. Prepare test and inspection reports.

PART 3 - EXECUTION

3.01 DOMESTIC-WATER HEATER INSTALLATION

- A. Extend domestic-water heater relief-valve outlet, with drain piping same as domestic-water piping in continuous downward pitch, and discharge by positive air gap onto closest floor drain.
- B. Install water-heater drain piping as indirect waste to spill by positive air gap into open drains or over floor drains. Install hose-end drain valves at low points in water piping for electric, domestic-water heaters that do not have tank drains.
- C. Install thermometers on outlet piping of electric, water heater with storage tanks.
- D. Charge domestic-water expansion tanks with air to required system pressure.
- E. Install dielectric fittings in all locations where piping of dissimilar metals is to be joined. The wetted surface of the dielectric fitting contacted by potable water shall contain less than 0.25 percent of lead by weight.

3.02 PIPING CONNECTIONS

- A. Comply with requirements for piping specified in Section 221116 "Domestic Water Piping." Drawings indicate general arrangement of piping, fittings, and specialties.
- B. Where installing piping adjacent to electric, domestic-water heaters, allow space for service and maintenance of water heaters. Arrange piping for easy removal of domestic-water heaters.

3.03 IDENTIFICATION

- A. Identify system components with permanent labeling.

3.04 FIELD QUALITY CONTROL

- A. Perform Tests and Inspections:
 - 1. Leak Test: After installation, charge system and test for leaks. Repair leaks and retest until no leaks exist.
 - 2. Operational Test: After electrical circuitry has been energized, start units to confirm proper operation.
 - 3. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- B. Prepare test and inspection reports.

END OF SECTION 22 3000

SECTION 23 0510
GENERAL MECHANICAL - HVAC

PART 1 – GENERAL

1.01 WORK INCLUDED

- A. The Mechanical Work is governed by the entire Specifications and not just Division 23. The entire Specifications must be examined for requirements relating to the Work hereunder. The Work covered by this and all other Mechanical sections consists of furnishing labor, equipment, and materials in accordance with the Specifications or Drawings, or both, together with any incidental items not shown or specified which can be reasonably inferred or taken as belonging to the Work and necessary in good practice to provide a complete system described or shown as intended.
- B. Coordinate shutdown of systems with City of Craig and Maintenance Personnel. Contact name and phone number will be available through ARCHITECT.

1.02 WORDING OF THE SPECIFICATIONS

- A. These Specifications are of the abbreviated or streamlined type and frequently include incomplete sentences. However, periods are used for clarity. Words such as "shall", "shall be", "the CONTRACTOR shall", and similar mandatory phrases shall be supplied by inference in the same manner, as they are required for the notes on the drawings.

1.03 CODES AND REGULATIONS

- A. All Work hereunder shall be strictly in conformance with applicable codes and regulations. All Work shall be in accordance with the 2018 Uniform Plumbing Code, 2012 International Mechanical Code, 2012 International Building Code, 2012 International Fire Code, the most recent edition of NFPA, and State of Alaska code modifications insofar as minimum requirements are concerned, but the Drawings and Specifications shall govern in case the minimum requirements are exceeded. All electrical equipment shall bear the UL label.

1.04 SUBMITTALS

- A. General: Provide submittals according to Conditions of Contract, Division 01 Specifications Sections, and as required hereunder. Drawings and general provisions of the Contract, including General, Supplementary Conditions, and all Division 01 Specification Sections, apply to this Section. Approval of the data shall not eliminate responsibility for compliance with the Drawings or Specifications unless specific attention has been called in writing to proposed deviations at the time of transmittal of the data and such deviations have been approved, nor shall it eliminate the responsibility for freedom of errors of any sort in the data. All Mechanical submittal data for Project construction is to be turned in for approval at the same time in order for an efficient review process. Partial submittals may be rejected until the full submittal is received.
- B. Specified Products: Trade names and catalog numbers of manufactured products included herein are intended to indicate the type, size, and grade of quality of equipment and materials required and such equipment and materials are approved for installation, subject to full compliance with the Specifications. Except where single manufacture is specified for standardization, requests for approval of other manufacturers than those specified must be accompanied by complete descriptions including overall dimensions, performance data, and, if catalog material, identification of specific products or items proposed.
- C. Submittal Format: All data shall be submitted at one time in neatly bound loose-leaf three ring binders with pockets and tabulated in the same order of Specification Division 21, 22, 23 section. All data shall be typed, minimum 10 point font, no exceptions. Data submitted that

does not conform to these specification requirements will be returned without reviewing and will need to be resubmitted at Contractors sole complete cost.

1. Each binder shall have a set of separators with index tabs A to Z. Tabs are to be printed type. Slip-in tabs not acceptable.
 2. The first page shall be a cover sheet with project name, address, date, submittal product name, all applicable contractors and contact information, and all applicable consultants and contact information.
 3. Second page shall be a submittal manual index of all project Specification sections with respective tab numbers, and respective book number, if applicable.
 4. The first page of each manuals section shall be an index of that respective project Specification section and number with each product name, manufacturer name and model number.
 5. Each manuals section shall be labeled and certified by mechanical Subcontractor that the data presented is in accordance with project Specifications. Index sheet in front of completed binder listing each piece of equipment or material submitted.
 6. Product Data to be utilized shall be flagged and noted and all other data shall be crossed out or otherwise flagged that it is not in the project.
 7. Data shall be inserted in binders in order of Specification number. Specification number shall be clearly labeled on each submittal page.
- D. As-built Drawings: As-built drawings shall be required from all Mechanical Subcontractors and shall accurately show all changes from Contract Documents for all piping, ductwork, and equipment. As-built drawings shall show all underground piping whether changed or not, dimensioned from building lines. As-built drawings shall be updated daily and available for inspection on-site by the ARCHITECT.
- E. Operating and Maintenance Data: See Division 01 for the number of sets of data to be provided for submittal and additional requirements. Provide a minimum of four (4) copies. The following data shall be provided to the ARCHITECT for approval 30 days prior to the request for Commissioning or Substantial Completion inspection, whichever comes first. Except for the valve directory and nameplate directory, the data shall be provided complete at one time. Partial or separate data will be returned for completion. The valve directory and nameplate directory may be provided for approval previous to the other data. The first section of the O&M manual shall be as listed in the following subparagraphs in order presented hereunder. All of the following subparagraphs sections shall be furnished with permanent plastic see through covers. See requirements under 1.04.C for additional submittal and formatting requirements.
1. Cover and Index sheets as in 1.04.C. above.
 2. Description of systems and operating instructions: The Contractor shall prepare a brief type written description of all new and modified systems, explaining how the systems operate and indicating the proper settings of controls and switches. The instructions are to include all information required for the proper settings of controls and switches. The instructions are to include all information required for the proper operation of the systems. Technical knowledge on controls or adjustments requiring specialized technicians should not be included in the instructions.
 3. Nameplate directory: List of all new boilers, air handlers, fans, water heaters, expansion tanks, thermostatic mixing valves, pumps, unit heaters, cabinet unit heaters, air conditioning units, and other equipment nameplates, giving manufacturer's nameplate data, nameplate designation, location of equipment, area served, switch location, and normal position of the switch. Motor data must include the horsepower, voltage, full load amperage, phase, etc. See Section 220553 - Mechanical Identification.
 4. Manufacturers' literature: Manufacturers' instructions for operation and maintenance of all mechanical equipment and specialties, including replacement parts lists, capacity curves or charts, equipment data sheets, manufacturers' literature on the equipment, and as-built wiring diagrams and control drawings, all suitable for side binding to 8-1/2 x 11 inch size. All data not applicable to the job is to be crossed out or deleted. Manuals turned in for review with non-applicable data not crossed out shall be returned to the Contractor.

5. Maintenance instructions: Typewritten instructions for the maintenance of the systems, listing each service required on all of the mechanical equipment, including inspections, lubrication, cleaning, checking, and all other operations required. The list is to include all types of bearings installed on the equipment and the type of lubricant required.
 6. Maintenance schedule: List of each item of mechanical equipment requiring inspection, lubrication, cleaning, or service including the type of bearings and type of lubricating means for each piece of equipment. Each item of equipment is to be listed separately with the service required. List to include the times during the year when such inspection and maintenance shall be performed. The specific maintenance required shall be referenced back to the maintenance instructions.
 7. Valve directory: Indicating valve number, size, location, function, and normal position for each numbered valve. The directory shall be provided and approved before installation of the valve tags. A sample arrangement will be furnished upon request. Two copies required for the preliminary list. See Section 220553 - Mechanical Identification.
- F. Guide Documents: Sample operating and maintenance instructions and maintenance schedule may be obtained from the ARCHITECT upon request, to assist in properly setting up the data.
 - G. Instructions To Personnel and Training: The mechanical Subcontractor shall instruct operating personnel in the operation and maintenance of the systems before accepting the responsibility of operation and maintenance of the systems. Each training session shall be signed off by Project Manager.
 - H. Qualification Data: For sheet metal installers. For pipe fitters.
 - I. Submit prior to Substantial Completion Inspection and Final Inspection a detailed list of equipment and systems that will not be completed for the completion date. Include status and information of deficiencies from all previous inspection reports.
 - J. Submit prior to Re-inspections of Substantial Completion Inspections, if applicable, and the Final Inspection a marked copy of the previous Engineers Inspection Reports detailing all items that have been completed and all items that have not been completed with reasons thereof. Re-inspection or Final Inspection will not occur until receipt of this list.

1.05 COOPERATIVE WORK

- A. The Work hereunder shall be coordinated between various mechanical Sections and with the Work specified under other divisions or contracts toward rapid completion of the entire Project. If any cooperative Work must be altered due to lack of proper supervision hereunder, or failure to make proper provisions in time, then the Work hereunder shall include all expense of such changes as are necessary to be made in the Work under other divisions and contracts, and such changes shall be directly supervised by the ARCHITECT and shall be made to the satisfaction of the ARCHITECT.
- B. In general pitched piping and ductwork shall take preference in location within the Project area. Coordination of all drain valves, duct access doors, and other equipment requiring access and maintenance procedures is required with all building components during construction for maximum accessibility and proper location as intended. In many portions of the building, piping mains, piping branches, and sprinkler piping, as well as some duct branches will need to be installed in the joist space to allow for installation of duct mains. Coordinate closely with all other Contractors.

1.06 QUALITY ASSURANCE

- A. Perform Work in conformance with all applicable codes, regulations, local ordinances, contract documents, and generally accepted good practice. If discrepancies exist between Specifications and Contract Drawings then the solution that provides the Owner with the highest quality of product or installation shall be deemed as intended by the Contract Documents.

- B. All sheet metal workers shall have a minimum documented sheet metal fabrication and installation experience in commercial or industrial facilities of three years or be enrolled in an Alaska Department of Labor approved Sheet Metal Apprentice program. The ratio of on-site workers shall not exceed 3 apprentices or sheet metal workers for every one foreman. A foreman is defined as a sheet metal worker with minimum three years of experience as detailed above or is an approved Journeyman.
- C. All Plumbers and Pipe Fitters shall have a minimum documented installation experience in commercial or industrial facilities of three years or be enrolled in an Alaska Department of Labor approved Plumbers and Pipe Fitters Apprentice program. The ratio of on-site workers shall not exceed 2 apprentices or pipe fitters for every one Journeyman.

1.07 FIELD MEASUREMENTS

- A. See Division 01 for specific requirements.
- B. Verifications: All measurements shall be verified at the site and prior to fabrications of equipment and systems. The existing conditions shall be fully observed before beginning the Work hereunder, and the Work hereunder executed in full coordination with the existing conditions observed.
- C. Changes: Variations apparently necessary due to existing conditions shall be made only on approval in writing by the ARCHITECT.

1.08 WARRANTY

- A. See Division 01 for specific requirements regarding: Product warranties and product Bonds.
- B. The contractor shall provide continuous and generally trouble-free operation of the mechanical systems for the time period listed in Division 01 or for one year after Substantial Completion whichever time period is longer. The operation and maintenance of systems other than incidental operations such as room thermostat settings or changing of air filters, shall be the sole responsibility of the contractor and shall be addressed by the contractor immediately if deficiencies are present. Leaking of valves, flanges, or air vents shall be addressed immediately by the contractor during the warranty period. Control settings, noise problems, and other deficiencies resulting in unsatisfactory environmental conditions shall be addressed immediately.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 23 0510

SECTION 23 0519
METERS AND GAGES FOR HVAC PIPING

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Pressure gages and pressure gage taps.
- B. Thermometers and thermometer wells.

1.02 RELATED REQUIREMENTS

- A. Section 232113 - Hydronic Piping.

1.03 REFERENCE STANDARDS

- A. ASME B40.100 - Pressure Gauges and Gauge Attachments; The American Society of Mechanical Engineers; 2005.
- B. ASTM E1 - Standard Specification for ASTM Thermometers; 2007.
- C. ASTM E77 - Standard Test Method for Inspection and Verification of Thermometers; 2007.
- D. UL 393 - Indicating Pressure Gauges for Fire-Protection Service; Underwriters Laboratories Inc.; Current Edition, Including All Revisions.

1.04 SUBMITTALS

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide list that indicates use, operating range, total range and location for manufactured components.
- C. Operation and Maintenance Data:
- D. Maintenance Materials: Furnish the following for OWNER's use in maintenance of project.
 - 1. See Section 016000 - Product Requirements. for additional provisions.
 - 2. Extra Pressure Gages: One of each type and size.
 - 3. Extra Thermometers: One of each type and size.

1.05 FIELD CONDITIONS

- A. Do not install instrumentation when areas are under construction, except for required rough-in, taps, supports and test plugs.

PART 2 – PRODUCTS

2.01 PRESSURE GAGES

- A. Manufacturers:
 - 1. Dwyer Instruments, Inc: www.dwyer-inst.com.
 - 2. Moeller Instrument Co., Inc: www.moellerinstrument.com.
 - 3. Omega Engineering, Inc: www.omega.com.
- B. Pressure Gages: ASME B40.100, UL 393 drawn steel case, phosphor bronze bourdon tube, rotary brass movement, brass socket, with front recalibration adjustment, black scale on white background.
 - 1. Case: Steel with brass bourdon tube.
 - 2. Size: 4-1/2 inch diameter.

3. Mid-Scale Accuracy: One percent.
4. Scale: Psi and KPa.

2.02 PRESSURE GAGE TAPPINGS

- A. Gage Cock: Tee or lever handle, brass for maximum 150 psi.

2.03 STEM TYPE THERMOMETERS

- A. Manufacturers:
 1. Dwyer Instruments, Inc: www.dwyer-inst.com.
 2. Omega Engineering, Inc: www.omega.com.
 3. Weksler Glass Thermometer Corp: www.wekslerglass.com.
- B. Thermometers - Adjustable Angle: Red- or blue-appearing non-toxic liquid in glass; ASTM E1; lens front tube, cast aluminum case with enamel finish, cast aluminum adjustable joint with positive locking device; adjustable 360 degrees in horizontal plane, 180 degrees in vertical plane.
 1. Size: 9 inch scale.
 2. Window: Clear Lexan.
 3. Stem: 3/4 inch NPT brass.
 4. Accuracy: 2 percent, per ASTM E77.
 5. Calibration: Degrees F.

2.04 DIAL THERMOMETERS

- A. Manufacturers:
 1. Dwyer Instruments, Inc: www.dwyer-inst.com.
 2. Omega Engineering, Inc: www.omega.com.
 3. Weksler Glass Thermometer Corp: www.wekslerglass.com.
- B. Thermometer: ASTM E1, stainless steel case, adjustable angle with front recalibration, bimetallic helix actuated with silicone fluid damping, white with black markings and black pointer hermetically sealed lens, stainless steel stem.
 1. Size: 5 inch diameter dial.
 2. Lens: Clear Lexan.
 3. Accuracy: 1 percent.
 4. Calibration: Degrees F.
- C. Thermometers: Dial type vapor or liquid actuated; ASTM E1; stainless steel case, with brass or copper bulb, copper or bronze braided capillary, white with black markings and black pointer, glass lens.
 1. Size: 4-1/2 inch diameter dial.
 2. Lens: Clear Lexan.
 3. Length of Capillary: Minimum 5 feet.
 4. Accuracy: 2 percent.
 5. Calibration: Degrees F.

2.05 SOLAR POWERED THERMOMETERS

- A. Manufacturers:
 1. Weiss
 2. Weksler
 3. FNW brand not acceptable.
- B. Thermometer: Adjustable angle, digital solar powered thermometer, with positive locking device.

1. Stem: Brass, 3/4 inch NPT, 3-1/2 inch long.
2. Accuracy: 2 percent.
3. Calibration: Both degrees F and degrees C.

2.06 THERMOMETER SUPPORTS

- A. Socket: Brass separable sockets for thermometer stems with or without extensions as required, and with cap and chain.

2.07 TEST PLUGS

- A. Manufacturers:
 1. Pete's Plugs.
- B. Test Plug: 1/4 inch or 1/2 inch brass fitting and cap for receiving 1/8 inch outside diameter pressure or temperature probe with neoprene core for temperatures up to 200 degrees F.

PART 3 – EXECUTION

3.01 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Install pressure gages with pulsation dampers. Provide gage cock to isolate each gage. Extend nipples to allow clearance from insulation.
- C. Install thermometers in piping systems in sockets in short couplings. Enlarge pipes smaller than 2-1/2 inch for installation of thermometer sockets. Ensure sockets allow clearance from insulation.
- D. Install thermometers in air duct systems on flanges.
- E. Install thermometer sockets adjacent to controls systems thermostat, transmitter, or sensor sockets.
- F. Coil and conceal excess capillary on remote element instruments.
- G. Provide instruments with scale ranges selected according to service with largest appropriate scale.
- H. Install gages and thermometers in locations where they are easily read from normal operating level. Install vertical to 45 degrees off vertical.
- I. Adjust gages and thermometers to final angle, clean windows and lenses, and calibrate to zero.
- J. Locate test plugs adjacent to pressure gages and pressure gage taps.

END OF SECTION 23 0519

SECTION 23 0553
IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Equipment labels.
 - 2. Warning signs and labels.
 - 3. Pipe labels.
 - 4. Duct labels.
 - 5. Valve tags.
 - 6. Warning tags.

1.02 SUBMITTALS

- A. See Division 01 and 230510 General Mechanical Requirements for submittal procedures and criteria.
- B. Product Data: For each type of product for Plumbing and Mechanical systems.
- C. Valve numbering scheme for Plumbing and Mechanical systems.
- D. Valve Schedules: For each piping system to include in maintenance manuals for Plumbing and Mechanical systems.

PART 2 - PRODUCTS

2.01 EQUIPMENT LABELS

- A. Plastic Labels for Equipment for Plumbing and Mechanical systems:
 - 1. Manufacturers: Seton, Craftmark, Brimar
 - 2. Material and Thickness: Multilayer, multicolor, plastic labels for mechanical engraving, 1/16 inch thick, and having predrilled holes for attachment hardware.
 - 3. Letter Color: Black.
 - 4. Background Color: White.
 - 5. Maximum Temperature: Able to withstand temperatures up to 160 deg F.
 - 6. Minimum Label Size: Length and width vary for required label content, but not less than 2-1/2 by 3/4 inch.
 - 7. Minimum Letter Size: 1/2 inch for viewing distances up to 72 inches, and proportionately larger lettering for greater viewing distances. Include secondary lettering two-thirds to three-quarters the size of principal lettering.
 - 8. Fasteners: Stainless-steel rivets or self-tapping screws.
- B. Label Content: Engrave item or equipment with symbol and description indicated on the Drawings.

2.02 WARNING SIGNS AND LABELS

- A. Manufacturers: Seton, Craftmark, Brimar
- B. Material and Thickness: Multilayer, multicolor, plastic labels for mechanical engraving, 1/16 inch thick, and having predrilled holes for attachment hardware.
- C. Letter and Background Color: Follow OSHA requirements for colors based on hazard
- D. Maximum Temperature: Able to withstand temperatures up to 160 deg F.

- E. Minimum Label Size: Length and width vary for required label content, but not less than 2-1/2 by 3/4 inch.
- F. Minimum Letter Size: 1/2 inch for viewing distances up to 72 inches, and proportionately larger lettering for greater viewing distances. Include secondary lettering two-thirds to three-quarters the size of principal lettering.
- G. Fasteners: Stainless-steel rivets or self-tapping screws.
- H. Label Content: Include caution and warning information plus emergency notification instructions.

2.03 PIPE LABELS

- A. Manufacturers: Seton, Craftmark, Brimar
- B. General Requirements for Manufactured Pipe Labels for Plumbing and Mechanical systems: Preprinted, color-coded, with lettering indicating service, and showing flow direction according to ASME A13.1.
- C. Pretensioned Pipe Labels: Precoiled, semirigid plastic formed to cover full circumference of pipe and to attach to pipe without fasteners or adhesive.
- D. Self-Adhesive Pipe Labels: Printed plastic with contact-type, permanent-adhesive backing.
- E. Pipe Label Contents: Include identification of piping service using same designations or abbreviations as used on Drawings; also include pipe size and an arrow indicating flow direction.
 - 1. Flow-Direction Arrows: Integral with piping system service lettering to accommodate both directions or as separate unit on each pipe label to indicate flow direction.
 - 2. Lettering Size: Size letters according to ASME A13.1 for piping.

2.04 DUCT LABELS

- A. Manufacturers: Seton, Craftmark, Brimar
- B. General Requirements for Manufactured Pipe Labels: Preprinted, color-coded, with lettering indicating service, and showing flow direction according to ASME A13.1.
- C. Self-Adhesive Pipe Labels: Printed plastic with contact-type, permanent-adhesive backing.
- D. For ducts up to 24 inch high use 1-1/2 inch high letters, and 2-1/2 inch high letters for larger ducts.
- E. Duct Label Contents: Include identification of duct service using same designations or abbreviations as used on Drawings; also include duct size and an arrow indicating flow direction.
 - 1. Flow-Direction Arrows: Integral with duct system service lettering to accommodate both directions or as separate unit on each duct label to indicate flow direction.

2.05 ACCESS LABELS

- A. Labels for Access Panels, Door Labels, and Suspended Ceilings that conceal valves and accessory devices:
 - 1. Manufacturers: Seton, Craftmark, Brimar, or field printed label
 - 2. Lettering Size: Minimum letter height of 1/4 inch for viewing distances up to 72 inches and proportionately larger lettering for greater viewing distances.
 - 3. Label Colors: Black lettering on white background
 - 4. Fastener:xxx

2.06 VALVE TAGS

- A. Manufacturers: Seton, Craftmark, Brimar
- B. Metal Tags

1. Description: Stamped or engraved with 1/4-inch letters for piping system abbreviation and 1/2-inch numbers.
 2. Tag Size and Shape: Minimum 1-1/2 inch square or round.
 3. Tag Material: Brass, 0.032-inch or anodized aluminum, 0.032-inch minimum thickness, and having predrilled or stamped holes for attachment hardware.
 4. Fasteners: Brass beaded chain or S-hook.
- C. Plastic Tags
1. Description: brass bead chain, and appropriately colored border.
 2. Tag Size and Shape:
 - a. Installed within 8 feet of observer: Minimum 3-1/2 inches by 2 inches with four lines, 1/4-inch high characters, 8 characters per line.
 - b. Installed higher than 8 feet of observer: Minimum 5 inches by 3-1/2 inches with four lines, 1/2-inch high characters, 8 characters per line.
 3. Tag Material: Laminated plastic with subsurface printing, heavy duty, nickel-plated grommet
 4. Fasteners: Brass beaded chain or S-hook.
- D. Valve Tag Label: Label valves using system identified [on the Drawings] [by the Contracting Officer] [by Owner provided asset number]
- E. Valve Schedules: For each piping system, on 8-1/2-by-11-inch bond paper. Tabulate valve number, piping system, system abbreviation (as shown on valve tag), location of valve (room or space), normal-operating position (open, closed, or modulating), and variations for identification. Mark valves for emergency shutoff and similar special uses.
1. Valve-tag schedule shall be included in operation and maintenance data.

2.07 **WARNING TAGS**

- A. Manufacturers: Seton, Craftmark, Brimar
- B. Description: Preprinted or partially preprinted accident-prevention tags of plasticized card stock with matte finish suitable for writing.
1. Size: 3 by 5-1/4 inches minimum.
 2. Fasteners: Brass grommet and wire.
 3. Nomenclature: Large-size primary caption such as "DANGER," "CAUTION," or "DO NOT OPERATE."
 4. Color: Safety-yellow background with black lettering.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Clean piping and equipment surfaces of substances that could impair bond of identification devices, including dirt, oil, grease, release agents, and incompatible primers, paints, and encapsulants.

3.02 GENERAL INSTALLATION REQUIREMENTS

- A. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.
- B. Coordinate installation of identifying devices with locations of access panels and doors.
- C. Install identifying devices before installing acoustical ceilings and similar concealment.

3.03 EQUIPMENT LABEL INSTALLATION

- A. Permanently install by mechanical means labels on each major (scheduled) item of mechanical equipment.
- B. Locate equipment labels where easily accessible and visible.

3.04 PIPE LABEL INSTALLATION

- A. Pipe Label Locations: Locate pipe labels where piping is exposed or above accessible ceilings in finished spaces; machine rooms; accessible maintenance spaces such as shafts, tunnels, and plenums; and exterior exposed locations as follows:
 - 1. Near each valve and control device.
 - 2. Near each branch connection, excluding short takeoffs for fixtures and terminal units. Where flow pattern is not obvious, mark each pipe at branch.
 - 3. Near penetrations and on both sides of through walls, floors, ceilings, and inaccessible enclosures.
 - 4. At access doors, manholes, and similar access points that permit view of concealed piping.
 - 5. Near major equipment items and other points of origination and termination.
 - 6. Spaced at maximum intervals of 50 feet along each run. Reduce intervals to 25 feet in areas of congested piping and equipment.
- B. Locate labels such that it is easily readable from floor level. Coordinate labels for groups of pipes such that labels are arranged in a clean manner and that all labels are readable at the same location for clarity.
- C. Directional Flow Arrows: Arrows shall be used to indicate direction of flow in pipes, including pipes where flow is allowed in both directions.

3.05 VALVE-TAG INSTALLATION

- A. Install tags on all valves and control devices in piping systems, except:
 - 1. Check valves
 - 2. Manual or Automatic Balance valves
 - 3. Valves within factory-fabricated equipment units
 - 4. Drain hose connections
- B. Identify normally closed valves with valve identification tags and a second valve tag stating valve position (i.e. "NORMALLY CLOSED").
- C. List tagged valves in a valve schedule.
- D. Contractor to provide plastic laminated valve schedule and one-line diagrams for piping and instrumentation indicating instrument and valve ID numbers, mounted in a noticeable location in the mechanical room.

3.06 WARNING-TAG INSTALLATION

- A. Write required message on, and attach warning tags to, equipment and other items where required.

END OF SECTION 23 0553

SECTION 23 0593
TESTING, ADJUSTING, AND BALANCING for HVAC

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Testing, adjustment, and balancing of hydronic systems (Heating) in Boiler room only.

1.02 REFERENCE STANDARDS

- A. ASHRAE Std 111 - Practices for Measurement, Testing, Adjusting and Balancing of Building Heating, Ventilation, Air-Conditioning, and Refrigeration Systems; American Society of Heating, Refrigerating and Air-Conditioning Engineers, Inc.; 1988, with 1997 Errata.
- B. NEBB (TAB) - Procedural Standards for Testing Adjusting Balancing of Environmental Systems; National Environmental Balancing Bureau; 2005, Seventh Edition.
- C. SMACNA (TAB) - HVAC Systems Testing, Adjusting, and Balancing; Sheet Metal and Air Conditioning Contractors' National Association; 2002.

1.03 SUBMITTALS

- A. See Section 01300 - Administrative Requirements, for submittal procedures.
- B. Qualifications: Submit name of adjusting and balancing agency and TAB supervisor for approval within 30 days after award of Contract.
- C. Field Logs: Submit at least once per trip to ARCHITECT.
- D. Final Report: Indicate deficiencies in systems that would prevent proper testing, adjusting, and balancing of systems and equipment to achieve specified performance.
 - 1. Revise TAB plan to reflect actual procedures and submit as part of final report.
 - 2. Submit draft copies of report for review prior to final acceptance of Project. Provide final copies for ARCHITECT and for inclusion in operating and maintenance manuals.
 - 3. Provide reports in soft cover, letter size, 3-ring binder manuals, complete with index page and indexing tabs, with cover identification at front and side. Include set of reduced drawings with air outlets and equipment identified to correspond with data sheets, and indicating thermostat locations.
 - 4. Include actual instrument list, with manufacturer name, serial number, and date of calibration.
 - 5. Form of Test Reports: Where the TAB standard being followed recommends a report format use that; otherwise, follow ASHRAE Std 111.
 - 6. Units of Measure: Report data in both I-P (inch-pound) and SI (metric) units.
 - 7. Include the following on the title page of each report:
 - a. Name of Testing, Adjusting, and Balancing Agency.
 - b. Address of Testing, Adjusting, and Balancing Agency.
 - c. Telephone number of Testing, Adjusting, and Balancing Agency.
 - d. Project name.
 - e. Project location.
 - f. Project ARCHITECT.
 - g. Project Engineer.
 - h. Project CONTRACTOR.
 - i. Project altitude.
 - j. Report date.
- G. Project Record Documents: Record actual locations of flow measuring stations and balancing valves and rough setting.

PART 2 - PRODUCTS - NOT USED

PART 3 – EXECUTION

3.01 GENERAL REQUIREMENTS

- A. Perform total system balance in accordance with one of the following:
 - 1. NEBB Procedural Standards for Testing Adjusting Balancing of Environmental Systems.
 - 2. SMACNA HVAC Systems Testing, Adjusting, and Balancing.
 - 3. Maintain at least one copy of the standard to be used at project site at all times.
- B. Begin work after completion of systems to be tested, adjusted, or balanced and complete work prior to Substantial Completion of the project.
- C. Where HVAC systems and/or components interface with life safety systems, including fire and smoke detection, alarm, and control, coordinate scheduling and testing and inspection procedures with the authorities having jurisdiction.
- D. TAB Agency Qualifications:
 - 1. Company specializing in the testing, adjusting, and balancing of systems specified in this section.
 - 2. Having minimum of three years documented experience.
 - 3. Certified by one of the following:
 - a. NEBB, National Environmental Balancing Bureau: www.nebb.org.
 - b. TABBB, The Testing, Adjusting, and Balancing Bureau of National Energy Management Institute: www.tabbcertified.org.
 - c. Licensed Professional Mechanical Engineer in State of Alaska with minimum 3 years prior experience.
- E. TAB Supervisor Qualifications: Certified by same organization as TAB agency.

3.02 EXAMINATION

- A. Verify that systems are complete and operable before commencing work. Ensure the following conditions:
 - 1. Systems are started and operating in a safe and normal condition.
 - 2. Temperature control systems are installed complete and operable.
 - 3. Proper thermal overload protection is in place for electrical equipment.
 - 4. Final filters are clean and in place. If required, install temporary media in addition to final filters.
 - 5. Pumps are rotating correctly.
 - 6. Proper strainer baskets are clean and in place.
 - 7. Service and balance valves are open.
- B. Submit field reports. Report defects and deficiencies that will or could prevent proper system balance.
- C. Beginning of work means acceptance of existing conditions.

3.03 PREPARATION

- A. Provide instruments required for testing, adjusting, and balancing operations. Make instruments available to ARCHITECT to facilitate spot checks during testing.
- B. Provide additional balancing devices as required.

3.04 ADJUSTMENT TOLERANCES

- A. Hydronic Systems: Adjust to within plus or minus 10 percent of design.

3.05 RECORDING AND ADJUSTING

- A. Field Logs: Maintain written logs including:
 - 1. Running log of events and issues.
 - 2. Discrepancies, deficient or uncompleted work by others.
 - 3. Contract interpretation requests.
 - 4. Lists of completed tests.
- B. Ensure recorded data represents actual measured or observed conditions.
- C. Permanently mark settings of valves, dampers, and other adjustment devices allowing settings to be restored. Set and lock memory stops.
- D. Leave systems in proper working order, replacing belt guards, closing access doors, closing doors to electrical switch boxes, and restoring thermostats to specified settings.

3.06 WATER SYSTEM (HYDRONIC) PROCEDURE

- A. Adjust water systems to provide required or design quantities.
- B. Use calibrated Venturi tubes, orifices, or other metered fittings and pressure gauges to determine flow rates for system balance. Where flow metering devices are not installed, base flow balance on temperature difference across various heat transfer elements in the system.
- C. Adjust systems to provide specified pressure drops and flows through heat transfer elements prior to thermal testing. Perform balancing by measurement of temperature differential in conjunction with air balancing.
- D. Effect system balance with automatic control valves fully open to heat transfer elements.
- E. Effect adjustment of water distribution systems by means of balancing cocks, valves, and fittings. Do not use service or shut-off valves for balancing unless indexed for balance point.
- F. Where available pump capacity is less than total flow requirements or individual system parts, full flow in one part may be simulated by temporary restriction of flow to other parts.

3.07 SCOPE

- A. Test, adjust, and balance the following:
 - 1. HVAC Pumps and related flowsetters

3.09 MINIMUM DATA TO BE REPORTED

- A. Electric Motors:
 - 1. Manufacturer
 - 2. Model/Frame
 - 3. HP/BHP
 - 4. Phase, voltage, amperage; nameplate, actual, no load
 - 5. RPM
 - 6. Service factor
 - 7. Starter size, rating, heater elements
 - 8. Sheave Make/Size/Bore
- B. Pumps:
 - 1. Identification/number
 - 2. Manufacturer
 - 3. Size/model

4. Impeller
5. Service
6. Design flow rate, pressure drop, BHP
7. Actual flow rate, pressure drop, BHP
8. Discharge pressure
9. Suction pressure
10. Total operating head pressure
11. Shut off, discharge and suction pressures
12. Shut off, total head pressure

END OF SECTION 23 0593

SECTION 23 0719
HVAC PIPING INSULATION

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Piping insulation.
- B. Jackets and accessories.

1.02 RELATED REQUIREMENTS

- A. Section 221116 – Domestic Water Piping: Placement of hangers and hanger inserts.
- B. Section 232113 - Hydronic Piping: Placement of hangers and hanger inserts.

1.03 REFERENCE STANDARDS

- A. ASTM C177 - Standard Test Method for Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Guarded Hot Plate Apparatus; 2010.
- B. ASTM C195 - Standard Specification for Mineral Fiber Thermal Insulating Cement; 2007.
- C. ASTM C449 - Standard Specification for Mineral Fiber Hydraulic-Setting Thermal Insulating and Finishing Cement; 2007.
- D. ASTM C518 - Standard Test Method for Steady-State Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus; 2010.
- E. ASTM C534/C534M - Standard Specification for Preformed Flexible Elastomeric Cellular Thermal Insulation in Sheet and Tubular Form; 2008.
- F. ASTM C547 - Standard Specification for Mineral Fiber Pipe Insulation; 2007e1.
- G. ASTM C552 - Standard Specification for Cellular Glass Thermal Insulation; 2007.
- H. ASTM C585 - Standard Practice for Inner and Outer Diameters of Rigid Thermal Insulation for Nominal Sizes of Pipe and Tubing (NPS System); 2010.
- I. ASTM C795 - Standard Specification for Thermal Insulation for Use in Contact with Austenitic Stainless Steel; 2008.
- J. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2010b.
- K. ASTM E96/E96M - Standard Test Methods for Water Vapor Transmission of Materials; 2010.
- L. NFPA 255 - Standard Method of Test of Surface Burning Characteristics of Building Materials; National Fire Protection Association; 2006.
- M. UL 723 - Standard for Test for Surface Burning Characteristics of Building Materials; Underwriters Laboratories Inc.; Current Edition, Including All Revisions.

1.04 SUBMITTALS

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide product description, thermal characteristics, list of materials and thickness for each service, and locations.
- C. Manufacturer's Instructions: Indicate installation procedures that ensure acceptable workmanship and installation standards will be achieved.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with not less than three years of documented experience.
- B. Applicator Qualifications: Company specializing in performing the type of work specified in this section with minimum three years of experience.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Accept materials on site, labeled with manufacturer's identification, product density, and thickness.

1.07 FIELD CONDITIONS

- A. Maintain ambient conditions required by manufacturers of each product.
- B. Maintain temperature before, during, and after installation for minimum of 24 hours.

PART 2 – PRODUCTS

2.01 REQUIREMENTS FOR ALL PRODUCTS OF THIS SECTION

- A. Surface Burning Characteristics: Flame spread/Smoke developed index of 25/50, maximum, when tested in accordance with ASTM E84, NFPA 255, or UL 723.

2.02 GLASS FIBER

- A. Manufacturers:
 - 1. Knauf Insulation: www.knaufusa.com.
 - 2. Johns Manville Corporation: www.jm.com.
 - 3. Owens Corning Corp: www.owenscorning.com.
 - 4. CertainTeed Corporation; www.certainteed.com.
- B. Insulation: ASTM C547 and ASTM C795; rigid molded, noncombustible.
 - 1. 'K' value: ASTM C177, 0.24 at 75 degrees F.
 - 2. Maximum service temperature: 850 degrees F.
 - 3. Maximum moisture absorption: 0.2 percent by volume.
- C. Insulation: ASTM C547 and ASTM C795; semi-rigid, noncombustible, end grain adhered to jacket.
 - 1. 'K' value: ASTM C177, 0.24 at 75 degrees F.
 - 2. Maximum service temperature: 650 degrees F.
 - 3. Maximum moisture absorption: 0.2 percent by volume.
- D. Vapor Barrier Jacket: White Kraft paper with glass fiber yarn, bonded to aluminized film; moisture vapor transmission when tested in accordance with ASTM E96/E96M of 0.02 perm-inches.
- E. Tie Wire: 0.048 inch stainless steel with twisted ends on maximum 12 inch centers.
- F. Vapor Barrier Lap Adhesive:
 - 1. Compatible with insulation.
- G. Insulating Cement/Mastic:
 - 1. ASTM C195; hydraulic setting on mineral wool.

2.03 JACKETS

- A. PVC Plastic.

1. Manufacturers:
 - a. Johns Manville Corporation: www.jm.com.
2. Jacket: One piece molded type fitting covers and sheet material, off-white color.
 - a. Minimum Service Temperature: 0 degrees F.
 - b. Maximum Service Temperature: 150 degrees F.
 - c. Moisture Vapor Permeability: 0.002 perm inch, maximum, when tested in accordance with ASTM E96/E96M.
 - d. Thickness: 10 mil.
 - e. Connections: Brush on welding adhesive.
3. Covering Adhesive Mastic:
 - a. Compatible with insulation.

PART 3 – EXECUTION

3.01 EXAMINATION

- A. Verify that piping has been tested before applying insulation materials.
- B. Verify that surfaces are clean and dry, with foreign material removed.

3.02 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Install in accordance with NAIMA National Insulation Standards.
- C. Exposed Piping: Locate insulation and cover seams in least visible locations.
- D. Insulated pipes conveying fluids below ambient temperature: Insulate entire system including fittings, valves, unions, flanges, strainers, flexible connections, pump bodies, and expansion joints.
- E. Glass fiber insulated pipes conveying fluids below ambient temperature:
 1. Provide vapor barrier jackets, factory-applied or field-applied. Secure with self-sealing longitudinal laps and butt strips with pressure sensitive adhesive. Secure with outward clinch expanding staples and vapor barrier mastic.
 2. Insulate fittings, joints, and valves with molded insulation of like material and thickness as adjacent pipe. Finish with glass cloth and vapor barrier adhesive or PVC fitting covers.
- F. For hot piping conveying fluids 140 degrees F or less, do not insulate flanges and unions at equipment, but bevel and seal ends of insulation.
- G. For hot piping conveying fluids over 140 degrees F, insulate flanges and unions at equipment.
- H. Glass fiber insulated pipes conveying fluids above ambient temperature:
 1. Provide standard jackets, with or without vapor barrier, factory-applied or field-applied. Secure with self-sealing longitudinal laps and butt strips with pressure sensitive adhesive. Secure with outward clinch expanding staples.
 2. Insulate fittings, joints, and valves with insulation of like material and thickness as adjoining pipe. Finish with glass cloth and adhesive or PVC fitting covers.
- I. Inserts and Shields:
 1. Application: Piping 1-1/2 inches diameter or larger.
 2. Shields: Galvanized steel between pipe hangers or pipe hanger rolls and inserts.
 3. Insert location: Between support shield and piping and under the finish jacket.
 4. Insert configuration: Minimum 6 inches long, of same thickness and contour as adjoining insulation; may be factory fabricated.

- 5. Insert material: Hydrous calcium silicate insulation or other heavy density insulating material suitable for the planned temperature range.
- J. Continue insulation through walls, sleeves, pipe hangers, and other pipe penetrations. Finish at supports, protrusions, and interruptions.
- K. Pipe Exposed in Mechanical Equipment Rooms or Finished Spaces (less than 10 feet above finished floor): Finish with PVC jacket and fitting covers.

3.03 SCHEDULES

- A. Heating Systems
 - 1. Heating Water Supply and Return: Mineral Fiber Insulation, All Sizes, Thickness: 1-1/2 inches

END OF SECTION 23 0719

**SECTION 23 2113
HYDRONIC PIPING**

PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes pipe and fitting materials and joining methods for the following:
 - 1. Copper tube and fittings.
 - 2. Steel pipe and fittings.
 - 3. Joining materials.
 - 4. Transition fittings.
 - 5. Dielectric fittings.

1.02 SUBMITTALS

- A. See Division 01 and 230510 General Mechanical Requirements for submittal procedures and criteria.

PART 2 - PRODUCTS

2.01 PIPE AND FITTINGS FOR ABOVE GRADE HYDRONIC HEATING SYSTEM:

- A. Pipe and fittings 2-1/2 inch and smaller:
 - 1. Copper, Type K or L, hard (ASTM B88) with wrought copper fittings (ASTM B16.22), brazed or lead free solder joints.

2.02 FLANGES, COUPLINGS, AND UNIONS:

- A. Flanges, Couplings, and Unions shall be made of same materials and pressure class as pipe in which they are installed.
 - 1. Wrought Copper – ASME B16.22
 - 2. Malleable Iron – ASME B16.39
 - 3. Cast Iron Flanges – ASME B16.1
 - 4. Wrought Cast & Forged Steel Flanges – ASME B16.5
- B. Flange Bolts and Nuts: ASME B18.2.1, carbon steel, unless otherwise indicated.
- C. Solder Filler Metals: ASTM B 32, lead-free alloys. Include water-flushable flux according to ASTM B 813.
- D. Gasket Material: Thickness, material, and type suitable for fluid to be handled and working temperatures and pressures.

2.03 DIELECTRIC FITTINGS

- A. General Requirements: Assembly of copper alloy and ferrous materials with separating nonconductive insulating material. Include end connections compatible with pipes to be joined.
- B. Dielectric Unions are not allowed.
- C. Dielectric Flanges:
 - 1. Standard: ASSE 1079.
 - 2. Factory-fabricated, bolted, companion-flange assembly.
 - 3. Pressure Rating: Not less than pressure rating of connected system.
 - 4. End Connections: Solder-joint copper alloy and threaded ferrous; threaded solder-joint copper alloy and threaded ferrous.

- D. Dielectric Nipples:
 - 1. Standard: IAPMO PS 66.
 - 2. Electroplated steel nipple, complying with ASTM F 1545.
 - 3. Pressure Rating: Not less than pressure rating of connected system.
 - 4. End Connections: Male threaded or grooved.
 - 5. Lining: Inert and noncorrosive, propylene.

PART 3 - EXECUTION

3.01 PIPING INSTALLATIONS

- A. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems. Install piping as indicated unless deviations to layout are approved on Coordination Drawings.
- B. Install piping in concealed locations unless otherwise indicated and except in equipment rooms and service areas.
- C. Install piping in areas without ceiling or with open ceilings at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.
- D. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal.
- E. Install piping to permit valve servicing.
- F. Install piping at indicated slopes.
- G. Install piping free of sags and bends.
- H. Install fittings for changes in direction and branch connections.
- I. Install piping to allow application of insulation.
- J. Select system components with pressure rating equal to or greater than system operating pressure.
- K. Install groups of pipes parallel to each other, spaced to permit applying insulation and servicing of valves.
- L. Install drains, consisting of a tee fitting, 3/4-inch ball valve, and short 3/4-inch threaded nipple with cap, at low points in piping system mains and elsewhere as required for system drainage.
- M. Install air vents with an isolation valve at high points in the system to allow for removal of air from the system.
- N. Install branch connections to mains using tee fittings in main pipe, with the branch connected to the bottom of the main pipe. For up-feed risers, connect the branch to the top of the main pipe.
- O. Install unions in piping, 2-inch and smaller, adjacent to valves, at final connections of equipment, and elsewhere as indicated.
- P. Install flanges in piping, 2-1/2 inch and larger, at final connections of equipment and elsewhere as indicated.
- Q. Install shutoff valve immediately upstream of each dielectric fitting.

3.02 DIELECTRIC FITTING INSTALLATION

- A. Install dielectric fittings in piping at connections of dissimilar metal piping and tubing.
- B. Dielectric Fittings for 2-inch and Smaller: Use dielectric nipples.
- C. Dielectric Fittings for 2-1/2-inch and Larger: Use dielectric flanges.

3.03 PIPE JOINT CONSTRUCTION

- A. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.

- B. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.
- C. Soldered Joints: Apply ASTM B 813, water-flushable flux, unless otherwise indicated, to tube end. Construct joints according to ASTM B 828 or CDA's "Copper Tube Handbook," using lead-free solder alloy complying with ASTM B 32.
- D. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full ID. Join pipe fittings and valves as follows:
 - 1. Apply appropriate tape or thread compound to external pipe threads unless dry seal threading is specified.
 - 2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged. Do not use pipe sections that have cracked or open welds.
- E. Flanged Joints: Select appropriate gasket material, size, type, and thickness for service application. Install gasket concentrically positioned. Use suitable lubricants on bolt threads.
- F. Pressure-Sealed Mechanical Joints: Use manufacturer-recommended tool and procedure. Leave insertion marks on pipe after assembly.

3.04 TERMINAL EQUIPMENT CONNECTIONS

- A. Sizes for supply and return piping connections shall be the same as or larger than equipment connections.
- B. Install control valves in accessible locations close to connected equipment.
- C. Install ports for pressure gages and thermometers at coil inlet and outlet connections.

3.05 FIELD QUALITY CONTROL

- A. Prepare hydronic piping according to ASME B31.9 and as follows:
 - 1. Leave joints, including welds, uninsulated and exposed for examination during test.
 - 2. Provide temporary restraints for expansion joints that cannot sustain reactions due to test pressure. If temporary restraints are impractical, isolate expansion joints from testing.
 - 3. Flush hydronic piping systems with clean water; then remove and clean or replace strainer screens.
 - 4. Isolate equipment from piping. If a valve is used to isolate equipment, its closure shall be capable of sealing against test pressure without damage to valve. Install blinds in flanged joints to isolate equipment.
 - 5. Install safety valve, set at a pressure no more than one-third higher than test pressure, to protect against damage by expanding liquid or other source of overpressure during test.
- B. Perform the following tests on hydronic piping:
 - 1. Use ambient temperature water as a testing medium unless there is risk of damage due to freezing. Another liquid that is safe for workers and compatible with piping may be used.
 - 2. While filling system, use vents installed at high points of system to release air. Use drains installed at low points for complete draining of test liquid.
 - 3. Isolate expansion tanks and determine that hydronic system is full of water.
 - 4. Subject piping system to hydrostatic test pressure that is not less than 1.5 times the system's working pressure. Test pressure shall not exceed maximum pressure for any vessel, pump, valve, or other component in system under test. Verify that stress due to pressure at bottom of vertical runs does not exceed 90 percent of specified minimum yield strength or 1.7 times the "SE" value in Appendix A in ASME B31.9, "Building Services Piping."
 - 5. After hydrostatic test pressure has been applied for at least 10 minutes, examine piping, joints, and connections for leakage. Eliminate leaks by tightening, repairing, or replacing components and repeat hydrostatic test until there are no leaks.
 - 6. Prepare written report of testing.

- C. Perform the following before operating the system:
1. Open manual valves fully.
 2. Inspect pumps for proper rotation.
 3. Set makeup pressure-reducing valves for required system pressure.
 4. Inspect air vents at high points of system and determine if all are installed and operating freely (automatic type), or bleed air completely (manual type).
 5. Set temperature controls so all coils are calling for full flow.
 6. Inspect and set operating temperatures of hydronic equipment, such as boilers, chillers, cooling towers, to specified values.
 7. Verify lubrication of motors and bearings.

END OF SECTION 23 2113

SECTION 23 2116
HYDRONIC PIPING SPECIALTIES

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Hydronic specialty valves.
 - 2. Air vents.
 - 3. Expansion tanks and fittings.
 - 4. Air/dirt separators and purgers.
 - 5. Strainers.
 - 6. Flexible connectors.

1.02 ACTION SUBMITTALS

- A. Product Data: For each type of product:
 - 1. Include construction details and material descriptions for hydronic piping specialties.
 - 2. Include rated capacities, operating characteristics, and furnished specialties and accessories.
 - 3. Include flow and pressure drop curves based on manufacturer's testing for calibrated-orifice balancing valves and automatic flow-control valves.

1.03 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For hydronic piping specialties to include in emergency, operation, and maintenance manuals.

1.04 MAINTENANCE MATERIAL SUBMITTALS

- A. Differential Pressure Meter: For each type of balancing valve and automatic flow control valve, include flowmeter, probes, hoses, flow charts, and carrying case.

1.05 QUALITY ASSURANCE

- A. Pipe Welding: Qualify procedures and operators in accordance with ASME BPVC, Section IX.
- B. Pressure-relief and safety-relief valves and pressure vessels bear the appropriate ASME label. Fabricate and stamp air separators and expansion tanks to comply with ASME BPVC, Section VIII, Division 1.

PART 2 - PRODUCTS

2.01 HYDRONIC SPECIALTY VALVES

- A. Bronze, Calibrated-Orifice, Balancing Valves:
 - 1. Body: Bronze, ball or plug type with calibrated orifice or venturi.
 - 2. Ball: Brass or stainless steel.
 - 3. Plug: Resin.
 - 4. Seat: PTFE.
 - 5. End Connections: Threaded or socket.
 - 6. Pressure Gauge Connections: Integral seals for portable differential pressure meter.
 - 7. Handle Style: Lever, with memory stop to retain set position.
 - 8. CWP Rating: Minimum 125 psig.

9. Maximum Operating Temperature: 250 deg F.
- B. Diaphragm-Operated, Pressure-Reducing Valves: ASME labeled.
 1. Body: Bronze or brass.
 2. Disc: EPDM.
 3. Seat: Brass.
 4. Stem Seals: EPDM O-rings.
 5. Diaphragm: EPDM.
 6. Low inlet-pressure check valve.
 7. Inlet Strainer: removable without system shutdown.
 8. Valve Seat and Stem: Noncorrosive.
 9. Valve Size and Capacity: As indicated on Drawings.
 10. Operating Pressure: Factory set and field adjustable.
- C. Diaphragm-Operated Pressure-Relief Valves: ASME labeled.
 1. Body: Bronze or brass.
 2. Disc: Brass.
 3. Seat: Brass.
 4. Stem Seals: EPDM O-rings.
 5. Diaphragm: EPDM.
 6. Valve Seat and Stem: Noncorrosive.
 7. Valve Size, Capacity, and Operating Pressure: Comply with ASME BPVC, Section IV, and selected to suit system in which installed, with operating pressure and capacity factory set and field adjustable.

2.02 AIR VENTS

- A. Manual Air Vents:
 1. Body: Bronze.
 2. Internal Parts: Nonferrous.
 3. Operator: Screwdriver or thumbscrew.
 4. Inlet Connection: NPS 1/2.
 5. Discharge Connection: NPS 1/8.
 6. CWP Rating: 150 psig.
 7. Maximum Operating Temperature: 225 deg F.
- B. Automatic Air Vents:
 1. Body: Bronze or cast iron.
 2. Internal Parts: Nonferrous.
 3. Operator: Noncorrosive metal float.
 4. Inlet Connection: NPS 1/2.
 5. Discharge Connection: NPS 1/4.
 6. CWP Rating: 150 psig.
 7. Maximum Operating Temperature: 240 deg F.

2.03 EXPANSION TANKS AND FITTINGS

- A. Diaphragm-Type ASME Expansion Tanks:
 1. Tank: Welded steel, rated for 125 psig working pressure and 375 deg F maximum operating temperature. Factory test after taps are fabricated and supports installed and are labeled in accordance with ASME BPVC, Section VIII, Division 1.
 2. Diaphragm: Securely sealed into tank to separate air charge from system water to maintain required expansion capacity.
 3. Air-Charge Fittings: Schrader valve, stainless steel with EPDM seats.

2.04 AIR/DIRT SEPARATORS AND PURGERS

- A. Coalescing-Type Air and Dirt Separators:
 - 1. Tank: Fabricated steel tank; ASME constructed and stamped for 125 psig working pressure and 270 deg F maximum operating temperature.
 - 2. Coalescing Medium: brass and steel.
 - 3. Air Vent: Threaded to top of separator.
 - 4. Inline Inlet and Outlet Connections: Threaded for NPS 2 (DN 50) and smaller; Class 150 flanged connections for NPS 2-1/2 and larger.
 - 5. Blowdown Connection: Threaded to bottom of separator.
 - 6. Size: Match system flow capacity.

2.05 STRAINERS

- A. Y-Pattern Strainers:
 - 1. Body: ASTM A126, Class B, cast iron with bolted cover and bottom drain connection.
 - 2. End Connections: Threaded ends for NPS 2 and smaller; flanged ends for NPS 2-1/2 and larger.
 - 3. Strainer Screen: Stainless steel, 40-mesh strainer, or perforated stainless steel basket.
 - 4. CWP Rating: 125 psig.

2.06 FLEXIBLE CONNECTORS

- A. Stainless Steel Bellows, Flexible Connectors:
 - 1. Body: Stainless steel bellows with woven, flexible, bronze, wire-reinforcing protective jacket.
 - 2. End Connections: Threaded or flanged to match equipment connected.
 - 3. Performance: Capable of 3/4-inch misalignment.
 - 4. CWP Rating: 150 psig.
 - 5. Maximum Operating Temperature: 250 deg F.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine all piping specialties for cleanliness, freedom from foreign matter, and corrosion. Remove special packing materials, such as blocks, used to prevent disc movement during shipping and handling.
- B. Examine threads on all devices for form and cleanliness.
- C. Examine mating flange faces for conditions that might cause leakage. Check bolting for proper size, length, and material. Verify that gasket is of proper size, that its material composition is suitable for service, and that it is free from defects and damage.
- D. Do not attempt to repair defective piping specialties; replace with new devices. Remove defective piping specialties from site.

3.02 INSTALLATION OF VALVES

- A. Install calibrated-orifice balancing valve at each branch connection to return main.
- B. Install calibrated-orifice, balancing valve in the return pipe of each heating or cooling terminal.
- C. Install pressure-reducing valves at makeup-water connection to regulate system fill pressure.
- D. Install pressure-relief and safety-relief valves at hot-water generators and elsewhere as required by ASME BPVC. Pipe drain to nearest floor drain or as indicated on Drawings. Comply with ASME BPVC, Section VIII, Division 1, for installation requirements.

3.03 HYDRONIC SPECIALTIES INSTALLATION

- A. Install manual air vents at high points in piping, at heat-transfer coils, and elsewhere as required for system air venting.
- B. Install automatic air vents at high points of system piping in mechanical equipment rooms only.
 - 1. Provide air outlet drain line full size of air outlet to floor drain or to other point indicated on Drawings.
- C. Install manual vents at heat-transfer coils and elsewhere as required for air venting.
- D. Install in-line air separators in pump suction. Install drain valve on air separators NPS 2 and larger.
- E. Install expansion tanks having direct air/water interface above the air separator or air purger. Install tank fitting in tank bottom and charge tank. Use manual vent for initial fill to establish proper water level in tank.
 - 1. Install tank fittings that are shipped loose.
 - 2. Support tank from floor or structure above with sufficient strength to carry weight of tank, piping connections, and fittings, plus tank full of water. Do not overload building components and structural members.
 - 3. Install piping from air separator or air purger to expansion tank with a 2 percent upward slope toward tank to avoid air entrapment.
- F. Install diaphragm- or bladder-type expansion tanks on the floor.
- G. Vent and purge air from hydronic system, and ensure that tank is properly charged with air to suit system Project requirements.

END OF SECTION 23 2116

**SECTION 23 2123
HYDRONIC PUMPS**

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Close-coupled, in-line centrifugal pumps.

1.2 DEFINITIONS

- A. Buna-N: Nitrile rubber.
- B. EPT: Ethylene propylene terpolymer.

1.3 SUBMITTALS

- A. See Division 01 and 230510 General Mechanical Requirements for submittal procedures and criteria.
- B. Product Data: For each type of pump. Include certified performance curves and rated capacities, operating characteristics, furnished specialties, final impeller dimensions, and accessories for each type of product indicated. Indicate pump's operating point on curves.
- C. Shop Drawings: For each pump.
 - 1. Show pump layout and connections.
 - 2. Include setting drawings with templates for installing foundation and anchor bolts and other anchorages.
 - 3. Include diagrams for power, signal, and control wiring.

PART 2 - PRODUCTS

2.1 SYSTEM LUBRICATED CIRCULATORS (BP-1, BP-2)

- A. Manufacturers
 - 1. TACO (Design Manufacturer)
 - a. TACO 2400-30
 - 2. Bell & Gossett
 - 3. Armstrong
- B. Type: Horizontal shaft, single stage, direct connected with multiple speed wet rotor motor for in-line mounting, for 140 psi maximum working pressure, 230 degrees F maximum water temperature.
- C. Casing: Cast iron with flanged pump connections.
- D. Impeller, Shaft, Rotor: Stainless Steel.
- E. Bearings: Metal Impregnated carbon (graphite) and ceramic.
- F. Motor: Impedance protected, multiple speed, with external speed selector.
- G. Performance:
 - 1. See Schedule on M002
- H. G. Electrical Characteristics:
 - 1. See Schedule on M002.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine roughing-in for piping systems to verify actual locations of piping connections before pump installation.
- B. Examine foundations and inertia bases for suitable conditions where pumps are to be installed.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PUMP INSTALLATION

- A. Install pumps to provide access for periodic maintenance including removing motors, impellers, couplings, and accessories.
- B. Independently support pumps and piping so weight of piping is not supported by pumps and weight of pumps is not supported by piping.

3.3 CONNECTIONS

- A. Where installing piping adjacent to pump, allow space for service and maintenance.
- B. Install pressure gages on pump suction and discharge.

END OF SECTION 23 2123

SECTION 23 5123
GAS VENTS

PART 1 – GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Condensing Boiler Positive Pressure Venting

1.02 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for product.
- B. Shop Drawings: For vents.
 - 1. Include plans, elevations, sections, and attachment details.
 - 2. Include details of equipment assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
 - 3. Detail fabrication and assembly of hangers and seismic restraints.

1.03 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For hydronic piping specialties to include in emergency, operation, and maintenance manuals.

1.04 MAINTENANCE MATERIAL SUBMITTALS

- A. Differential Pressure Meter: For each type of balancing valve and automatic flow control valve, include flowmeter, probes, hoses, flow charts, and carrying case.

1.05 QUALITY ASSURANCE

- A. Certified Sizing Calculations: Manufacturer shall certify venting system sizing calculations.

PART 2 - PRODUCTS

2.01 POLYPROPYLENE POSITIVE PRESSURE VENT

- A. The vent shall be of rigid single wall, factory-built type, designed for use in conjunction with Category II or IV condensing or non-condensing gas fired appliances or as specified by the heating equipment manufacturer.
- B. Maximum continuous flue gas temperature shall not exceed 110°C (230°F).
- C. Vent shall be listed for a minimum positive pressure rating of 6" W.C. and shall have passed at 15" W.C.

- D. The vent system shall be continuous from the appliance's flue outlet to the vent termination outside the building. All outside vent components must be UV rated if exposed to the atmosphere. All system components shall be ULC listed and supplied from the same manufacturer.
- E. All cascade (common vented) systems must be approved by the manufacturer of the appliance and conform to CSA approval.
- F. The vent shall be constructed from polypropylene, with a minimum wall thickness of 2.2mm for 60mm (2"), 80mm (3"), 100mm (4"), 130mm (5"), 150mm (6") and 200mm (8") diameter vents.
- G. All system components such as vent supports, roof or wall penetrations, terminations, appliance connectors and drain fittings require to install the vent system shall be ULC listed and provided by the vent manufacturer.
- H. Vent layout shall be designed and installed in compliance with manufacturer's installation instructions and all applicable local codes.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine areas and conditions for compliance with requirements for installation tolerances and other conditions affecting performance of work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 INSTALLATION OF LISTED VENTS

- A. Comply with minimum clearances from combustibles and minimum termination heights according to product listing or NFPA 211, whichever is most stringent.
- B. Seal between sections of positive-pressure vents according to manufacturer's written installation instructions, using sealants recommended by manufacturer.
- C. Support vents at intervals recommended by manufacturer to support weight of vents and all accessories, without exceeding appliance loading.
- D. Lap joints in direction of flow.
- E. Slope venting towards direction of condensate drain point.

3.03 CLEANING

- A. After completing system installation, including outlet fittings and devices, inspect exposed finish. Remove burrs, dirt, and construction debris, and repair damaged finishes.

END OF SECTION 23 0510

SECTION 23 5216
CONDENSING BOILERS

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Wall-hung, forced-draft, fire-tube condensing boilers.
 - 2. Condensate-neutralization units.

1.02 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for boilers.
 - 2. Include rated capacities, operating characteristics, and furnished specialties and accessories.
- B. Shop Drawings: For boilers, boiler trim, and accessories.
 - 1. Include plans, elevations, sections, and [mounting] [attachment] details.
 - 2. Include details of equipment assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
 - 3. Include diagrams for power, signal, and control wiring.

1.03 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For boilers, components, and accessories to include in emergency, operation, and maintenance manuals.

1.04 WARRANTY

- A. Manufacturer's Warranty: Manufacturer agrees to repair or replace controls and heat exchangers of boilers that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period for Heat Exchanger: Ten years from date of Substantial Completion.
 - 2. Warranty Period for Parts: Three years from date of Substantial Completion.

PART 2 - PRODUCTS

2.01 PERFORMANCE REQUIREMENTS

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. ASME Compliance: Fabricate and label boilers to comply with 2010 ASME Boiler and Pressure Vessel Code.
- C. ASHRAE/IES 90.1 Compliance: Boilers shall have minimum efficiency according to "Gas and Oil Fired Boilers - Minimum Efficiency Requirements."
- D. DOE Compliance: Minimum efficiency shall comply with 10 CFR 430, Subpart B, Appendix N.
- E. I=B=R Compliance: Boilers shall be tested and rated according to AHRI's "Rating Procedure for Heating Boilers" and "Testing Standard for Commercial Boilers," with I=B=R emblem on a nameplate affixed to boiler.

- F. UL Compliance: Test boilers for compliance with UL 726. Boilers shall be listed and labeled by a testing agency acceptable to authorities having jurisdiction.
- G. Mounting Frame: For securing boiler to structural wall.

2.02 MANUFACTURERS

- A. Navien (Design Manufacturer)
- B. Rheem
- C. Approved Substitution.

2.03 WALL-HUNG, FORCED-DRAFT, FIRE-TUBE CONDENSING BOILERS

- A. Description: Factory-fabricated, assembled, and tested; fire-tube, forced-draft, condensing boiler with heat exchanger sealed pressure tight, built on a steel base, including insulated jacket; flue-gas vent; combustion-air intake connections; water supply, return, and condensate drain connections; and controls. Units are to be for water-heating service only.
- B. Heat Exchanger: Corrosion-resistant Type 316 stainless steel.
- C. Fire Tubes: Corrosion-resistant Type 316 stainless steel.
- D. Combustion Chamber and Flue Pipes: Corrosion-resistant stainless steel.
- E. Burner: Propane, forced draft.
- F. Blower: Centrifugal fan to operate during each burner-firing sequence and to prepurge and postpurge the combustion chamber.
 - 1. Motors: Comply with NEMA designation, temperature rating, service factor, and efficiency requirements for motors specified in Section 230500 "Common Work Results for HVAC."
 - a. Motor Sizes: Large enough so driven load will not require motor to operate in service factor range above 1.0.
- G. Gas Train: Combination gas valve with manual shutoff and pressure regulator.
- H. Ignition: Direct-spark ignition or silicone carbide hot-surface ignition with 100 percent main-valve shutoff and electronic flame supervision.
- I. Integral Circulator: Cast-iron body and stainless steel impeller sized for minimum flow required in heat exchanger.
- J. Casing:
 - 1. Jacket: Sheet metal, with snap-in or interlocking closures.
 - 2. Control Compartment Enclosures: NEMA 250, Type 1A.
 - 3. Finish: Baked-enamel or Powder-coated protective finish.
 - 4. Insulation: Minimum 2-inch thick insulation surrounding the heat exchanger.
 - 5. Combustion-Air Connections: Inlet and vent duct collars.
- K. Capacities and Characteristics:
 - 1. Heating Medium: Hot water.

2. Design Water-Pressure Rating: 160 psig
3. Safety Relief Valve Setting: 50 psig.
4. Entering-Water Temperature: 150 deg F.
5. Leaving-Water Temperature: 180 deg F.
6. Design Water Flow Rate: 25GPM.
7. Minimum Thermal Efficiency: 97 percent.
8. Gas Input: 301MBH
9. Electrical Characteristics:
 - a. Volts: 115V.
 - b. Phase: Single.
 - c. Hertz: 60Hz.
 - d. Full-Load Amperes: 12 A.

2.04 TRIM FOR HOT-WATER BOILERS

- A. Include devices sized to comply with ASME B31.9.
- B. Aquastat Controllers: Operating and high limit.
- C. Safety Relief Valve: ASME rated.
- D. Pressure and Temperature Gage: Minimum 3-1/2-inch-diameter, combination water-pressure and -temperature gage. Gages shall have operating-pressure and -temperature ranges, so normal operating range is about 50 percent of full range.
- E. Boiler Air Vent: Automatic.
- F. Drain Valve: Minimum NPS 3/4 hose-end gate valve.

2.05 CONTROLS

- A. Boiler operating controls shall include the following devices and features:
 1. Control transformer.
 2. Set-Point Adjust: Set points shall be adjustable.
 3. Operating Pressure Control: Factory wired and mounted to cycle burner.
 4. Low-Water Cutoff and Pump Control: Cycle feedwater pump(s) for makeup water control.
 5. Sequence of Operation: Electric, factory-fabricated and field-installed panel to control burner firing rate to maintain space temperature in response to thermostat with heat anticipator located in heated space.
 - a. Include automatic, alternating-firing sequence for multiple boilers to provide equal runtime for boilers.
- B. Safety Controls: To maintain safe operating conditions, burner safety controls limit burner operation.
 1. High Cutoff: Automatic reset stops burner if operating conditions rise above maximum boiler design temperature.
 2. Low-Water Cutoff Switch: Float and electronic probe shall prevent burner operation on low water. Cutoff switch shall be manual-reset type.
 3. Blocked Vent Safety Switch: Manual-reset switch factory mounted on draft diverter.
 4. Rollout Safety Switch: Factory mounted on boiler combustion chamber.
 5. Audible Alarm: Factory mounted on control panel with silence switch; shall sound alarm for above conditions.

2.06 CONDENSATE-NEUTRALIZATION UNITS

- A. Description: Factory-fabricated and -assembled condensate-neutralizing tank assembly of corrosion-resistant plastic material with threaded or flanged inlet and outlet pipe connections.

Device functions to prevent acidic condensate from damaging grain system. It is to be piped to receive acidic condensate discharged from condensing boiler and neutralize it by chemical reaction with replaceable neutralizing agent. Neutralized condensate is then piped to suitable drain.

B. Tank features:

1. All corrosion-resistant material.
2. Suitable for use on all natural gas and propane boilers.
3. Includes initial charge of neutralizing agent.
4. Neutralizing agent to be easily replaceable when exhausted.
5. Inlet and outlet pipe connections.

C. Capsule Configuration:

1. Low-profile design for applications where boiler condensate drain is close to the floor.
2. Easily removed and opened for neutralizing agent replacement.
3. Multiple units may be used for larger capacity.

D. Tank Configuration:

1. Utilized where boiler is elevated or where tank is installed in a pit with tank top flush with floor.
2. Top easily removed for neutralizing agent replacement.
3. Internal baffles to channel flow for complete neutralization.
4. Integral bypass to prevent condensate backflow into appliance.
5. Multiple units may be used for larger capacity.

E. Spare Parts:

1. Provide 2 extra sets neutralizing medium.

2.07 DUCT CONNECTIONS

A. Boiler Venting:

1. Install flue-venting kit and combustion-air intake.
2. Field fabricate and install boiler vent and combustion-air intake.
3. Utilize vent and intake duct material, size, and configuration as indicated in boiler manufacturer's instructions and to comply with UL 1738.
4. Connect boiler vent full size to boiler connections.
5. Comply with requirements in Section 235123 "Gas Vents."
6. Comply with all boiler manufacturer's installation instructions.

2.08 SOURCE QUALITY CONTROL

- A. Test and inspect factory-assembled boilers, before shipping, according to 2010 ASME Boiler and Pressure Vessel Code.
- B. Burner and Hydrostatic Test: Factory adjust burner to eliminate excess oxygen, carbon dioxide, oxides of nitrogen emissions, and carbon monoxide in flue gas and to achieve combustion efficiency; perform hydrostatic test.
- C. Allow Owner access to source quality-control testing of boilers. Notify Architect 14 days in advance of testing.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine roughing-in for concrete equipment bases, anchor-bolt sizes and locations, and piping and electrical connections to verify actual locations, sizes, and other conditions affecting performance of the Work.
 - 1. Final boiler locations indicated on Drawings are approximate. Determine exact locations before roughing-in for piping and electrical connections.
- B. Examine mechanical spaces for suitable conditions where boilers will be installed.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 BOILER INSTALLATION

- A. Install wall-hung boilers where indicated on Drawings using suitable hangers. Comply with manufacturer's mounting instructions.
- B. Install gas-fired boilers according to NFPA 54.
- C. Assemble and install boiler trim.
- D. Install electrical devices furnished with boiler but not specified to be factory mounted.
- E. Install control wiring to field-mounted electrical devices.

3.03 CONNECTIONS

- A. Piping installation requirements are specified in Section 232113 Hydronic Piping. Drawings indicate general arrangement of piping, fittings, and specialties.
- B. Install piping adjacent to boiler to allow service and maintenance.
- C. Connect gas piping to boiler gas-train inlet with union. Piping shall be at least full size of gas-train connection. Provide a reducer if required.
- D. Connect hot-water piping to supply- and return-boiler tappings with shutoff valve and union or flange at each connection.
- E. Install piping from safety valves to drip-pan elbow and to nearest floor drain.
- F. Install piping from equipment drain connection to nearest floor drain. Piping shall be at least full size of connection. Provide an isolation valve if required.
- G. Connect breeching full size to boiler outlet.
- H. Install flue-gas recirculation duct from vent to burner.

3.04 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
- B. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and equipment installations, including connections.
- C. Perform the following tests and inspections:
 - 1. Perform installation and startup checks according to manufacturer's written instructions.
 - 2. Leak Test: Hydrostatic test. Repair leaks and retest until no leaks exist.
 - 3. Operational Test: Start units to confirm proper motor rotation and unit operation. Adjust air-fuel ratio and combustion.
 - 4. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

- a. Burner Test: Adjust burner to eliminate excess oxygen, carbon dioxide, oxides of nitrogen emissions, and carbon monoxide in flue gas and to achieve combustion efficiency.
 - b. Check and adjust initial operating set points and high- and low-limit safety set points of fuel supply, water level, and water temperature.
 - c. Set field-adjustable switches and circuit-breaker trip ranges as indicated.
- D. Remove and replace malfunctioning units and retest as specified above.
- E. Performance Tests:
 - 1. Engage a factory-authorized service representative to inspect component assemblies and equipment installations, including connections, and to conduct performance testing.
 - 2. Boilers shall comply with performance requirements indicated, as determined by field performance tests. Adjust, modify, or replace equipment to comply.
 - 3. Notify Architect in advance of test dates.
 - 4. Document test results in a report and submit to Architect.
- F. Boiler will be considered defective if it does not pass tests and inspections.
- G. Prepare test and inspection reports.

3.05 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain boilers.

END OF SECTION 23 5223

SECTION 260519

LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Copper building wire.
 - 2. Metal-clad cable, Type MC.
 - 3. Connectors and splices.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.

1.3 INFORMATIONAL SUBMITTALS

- A. Field quality-control reports.

PART 2 - PRODUCTS

2.1 COPPER BUILDING WIRE

- A. Description: Flexible, insulated and uninsulated, drawn copper current-carrying conductor with an overall insulation layer or jacket, or both, rated 600 V or less.
- B. Standards:
 - 1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
 - 2. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."
- C. Conductors: Copper, complying with ASTM B3 for bare annealed copper and with ASTM B8 for stranded conductors.
- D. Conductor Insulation:
 - 1. Type THHN and type THWN-2. Comply with UL 83.

2.2 METAL-CLAD CABLE, TYPE MC

- A. Description: A factory assembly of one or more current-carrying insulated conductors in an overall metallic sheath.
- B. Standards:
 - 1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
 - 2. Comply with UL 1569.
 - 3. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."
- C. Circuits:
 - 1. Single circuit with color-coded conductors.
- D. Conductors: Copper, complying with ASTM B3 for bare annealed copper and with ASTM B8 for stranded conductors.

- E. Ground Conductor: Insulated.
- F. Conductor Insulation:
 - 1. Type TFN/THHN/THWN-2. Comply with UL 83.
- G. Armor: Steel, interlocked.
- H. Jacket: PVC applied over armor.

2.3 CONNECTORS AND SPLICES

- A. Description: Factory-fabricated connectors, splices, and lugs of size, ampacity rating, material, type, and class for application and service indicated; listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
- B. Jacketed Cable Connectors: For steel and aluminum jacketed cables, zinc die-cast with set screws, designed to connect conductors specified in this Section.
- C. Lugs: One piece, seamless, designed to terminate conductors specified in this Section.
 - 1. Material: Aluminum.
 - 2. Type: One hole with standard barrels.
 - 3. Termination: Compression.

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

- A. Branch Circuits:
 - 1. Copper, stranded.

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

- A. Exposed Branch Circuits, Including in Crawlspace: Type THHN/THWN-2, single conductors in raceway and metal-clad cable, Type MC.

3.3 INSTALLATION, GENERAL

- A. Complete raceway installation between conductor and cable termination points in accordance with Section 260533 "Raceway and Boxes for Electrical Systems" prior to pulling conductors and cables.
- B. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- C. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
- D. Install exposed cables parallel and perpendicular to surfaces of exposed structural members and follow surface contours where possible.
- E. Support cables according to Section 260529 "Hangers and Supports for Electrical Systems."

3.4 INSTALLATION OF FIRE-ALARM WIRE AND CABLE

- A. Comply with NFPA 72.
- B. Wiring Method: Install wiring in metal pathway according to Section 260529 "Hangers and Supports for Electrical Systems".

- C. Wiring within Enclosures: Separate power-limited and non-power-limited conductors as recommended by manufacturer. Install conductors parallel with or at right angles to sides and back of the enclosure. Bundle, lace, and train conductors to terminal points with no excess. Connect conductors that are terminated, spliced, or interrupted in any enclosure associated with fire-alarm system to terminal blocks. Mark each terminal according to system's wiring diagrams. Make all connections with approved crimp-on terminal spade lugs, pressure-type terminal blocks, or plug connectors.
- D. Cable Taps: Use numbered terminal strips in junction, pull, and outlet boxes; cabinets; or equipment enclosures where circuit connections are made.

3.5 CONNECTIONS

- A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.
- B. Make splices, terminations, and taps that are compatible with conductor material.
- C. Wiring at Outlets: Install conductor at each outlet, with at least 6 inch (150 mm) of slack.

3.6 IDENTIFICATION

- A. Identify and color-code conductors and cables according to Section 260553 "Identification for Electrical Systems."

3.7 FIRESTOPPING

- A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly.

3.8 FIELD QUALITY CONTROL

- A. Tests and Inspections:
 - 1. After installing conductors and cables and before electrical circuitry has been energized.
 - 2. Perform each of the following visual and electrical tests:
 - a. Inspect exposed sections of conductor and cable for physical damage and correct connection according to the single-line diagram.
 - b. Inspect compression-applied connectors for correct cable match and indentation.
 - c. Inspect for correct identification.
 - d. Inspect cable jacket and condition.
- B. Cables will be considered defective if they do not pass tests and inspections.

END OF SECTION

SECTION 260526

GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Grounding and bonding conductors.
 - 2. Grounding and bonding hubs.
 - 3. Grounding and bonding connectors.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.

PART 2 - PRODUCTS

2.1 GROUNDING AND BONDING CONDUCTORS

- A. Equipment Grounding Conductor:
 - 1. General Characteristics: 600 V, THHN/THWN-2 or THWN-2, copper or tinned-copper wire or cable, green color, in accordance with Section 260519 "Low-Voltage Electrical Power Conductors and Cables."
- B. ASTM - Bare Copper Grounding and Bonding Conductor:
 - 1. Referenced Standards: Complying with one or more of the following:
 - a. Soft or Annealed Copper Wire: ASTM B3
 - b. Concentric-Lay Stranded Copper Conductor: ASTM B8.
 - c. Tin-Coated Soft or Annealed Copper Wire: ASTM B33.
 - d. 19-Wire Combination Unilay-Stranded Copper Conductor: ASTM B787/B787M.

2.2 GROUNDING AND BONDING HUBS

- A. Description: Hubs with certified grounding or bonding locknut.
- B. Performance Criteria:
 - 1. Regulatory Requirements:
 - a. Listed and labeled in accordance with NFPA 70, by qualified electrical testing laboratory recognized by authorities having jurisdiction and marked for intended location and application.
 - 2. Listing Criteria:
 - a. Grounding and Bonding Equipment: UL CCN KDER; including UL 467.

2.3 GROUNDING AND BONDING CONNECTORS

- A. Performance Criteria:
 - 1. Regulatory Requirements:
 - a. Listed and labeled in accordance with NFPA 70, by qualified electrical testing laboratory recognized by authorities having jurisdiction and marked for intended location and application.
 - 2. Listing Criteria:
 - a. Grounding and Bonding Equipment: UL CCN KDER; including UL 467.
- B. UL KDER - Lay-In Lug Mechanical-Type Grounding and Bonding Busbar Terminal:
 - 1. General Characteristics: Mechanical-type, aluminum terminal with set screw.

PART 3 - EXECUTION

3.1 SELECTION OF GROUNDING AND BONDING CONDUCTORS

- A. Conductors: Copper, stranded.
- B. Custom-Length Insulated Equipment Bonding Jumpers: 6 AWG, 19-strand, Type THHN.
- C. Bonding Cable: 28 kcmil, 14 strands of 17 AWG conductor, 1/4 inch (6 mm) in diameter.
- D. Bonding Conductor: 4 AWG or 6 AWG, stranded conductor.
- E. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/8 inch (41 mm) wide and 1/16 inch (1.6 mm) thick.
- F. Tinned Bonding Jumper: Tinned-copper tape, braided conductors terminated with copper ferrules; 1-5/8 inch (41 mm) wide and 1/16 inch (1.6 mm) thick.

3.2 SELECTION OF CONNECTORS

- A. Conductor Terminations and Connections:
 - 1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.

3.3 INSTALLATION

- A. Comply with manufacturer's published instructions.
- B. Special Techniques:
 - 1. Conductors:
 - a. Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
 - 2. Connections: Make connections so possibility of galvanic action or electrolysis is minimized. Select connectors, connection hardware, conductors, and connection methods so metals in direct contact are galvanically compatible.
 - a. Use electroplated or hot-tin-coated materials to ensure high conductivity and to make contact points closer in order of galvanic series.
 - b. Make connections with clean, bare metal at points of contact.
 - c. Coat and seal connections having dissimilar metals with inert material to prevent future penetration of moisture to contact surfaces.
 - d. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.
 - 1) Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install bonding so vibration is not transmitted to rigidly mounted equipment.
 - 3. Equipment Grounding:
 - a. Install insulated equipment grounding conductors with feeders and branch circuits.

3.4 FIELD QUALITY CONTROL

- A. Tests and Inspections:
 - 1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.
 - 2. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with calibrated torque wrench in accordance with manufacturer's published instructions.
- B. Nonconforming Work:
 - 1. Grounding system will be considered defective if it does not pass tests and inspections.
 - 2. Remove and replace defective components and retest.

3.5 PROTECTION

- A. After installation, protect grounding and bonding cables and equipment from construction activities. Remove and replace items that are contaminated, defaced, damaged, or otherwise caused to be unfit for use prior to acceptance by Owner.

END OF SECTION

SECTION 260529

HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Support, anchorage, and attachment components.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Surface-Burning Characteristics: Comply with ASTM E84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
 - 1. Flame Rating: Class 1.
 - 2. Self-extinguishing according to ASTM D635.

2.2 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

- A. Steel Slotted Support Systems: Preformed steel channels and angles with minimum 13/32 inch (10 mm) diameter holes at a maximum of 8 inch (200 mm) on center in at least one surface.
 - 1. Standard: Comply with MFMA-4 factory-fabricated components for field assembly.
 - 2. Material for Channel, Fittings, and Accessories: Galvanized steel or plain steel.
 - 3. Channel Width: 1-5/8 inch (41.25 mm).
- B. Conduit and Cable Support Devices: Steel hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.
- C. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:
 - 1. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM F3125/F3125M, Grade A325 (Grade A325M).
 - 2. Toggle Bolts: All steel springhead type.
 - 3. Hanger Rods: Threaded steel.

PART 3 - EXECUTION

3.1 SELECTION

- A. Comply with the following standards for selection and installation of hangers and supports, except where requirements on Drawings or in this Section are stricter:
 - 1. NECA NEIS 101
 - 2. NECA NEIS 105.
- B. Comply with requirements for raceways specified in Section 260533 "Raceway and Boxes for Electrical Systems".
- C. Maximum Support Spacing and Minimum Hanger Rod Size for Raceways: Space supports for EMT and RMC as required by NFPA 70. Minimum rod size must be 1/4 inch (6 mm) in diameter.

3.2 INSTALLATION OF SUPPORTS

- A. Comply with NECA NEIS 101 for installation requirements except as specified in this article.
- B. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination must be weight of supported components plus 200 lb (90 kg).
- C. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:
 - 1. To Wood: Fasten with lag screws or through bolts.
 - 2. To Steel: Spring-tension clamps.
 - 3. To Light Steel: Sheet metal screws.
 - 4. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate.

3.3 PAINTING

- A. Touchup:
 - 1. Clean abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.
 - a. Apply paint by brush or spray to provide minimum dry film thickness of 2.0 mils (0.05 mm).
- B. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A780.

END OF SECTION

SECTION 260533

RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Type EMT-S raceways and elbows.
 - 2. Type FMC-S raceways.
 - 3. Fittings for conduit, tubing, and cable.
 - 4. Metallic outlet boxes, device boxes, rings, and covers.
 - 5. Cabinets, cutout boxes, junction boxes, pull boxes, and miscellaneous enclosures.
 - 6. Cover plates for device boxes.
 - 7. Hoods for outlet boxes.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.

PART 2 - PRODUCTS

2.1 TYPE EMT-S RACEWAYS AND ELBOWS

- A. Steel Electrical Metal Tubing (EMT-S) and Elbows:
 - 1. Applicable Standards:
 - a. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
 - b. General Characteristics:
 - 1) Reference Standards: UL 797 and UL Category Control Number FJMX.
 - 2) Material: Steel.
 - 3) Exterior Coating: Zinc.
 - 4) Interior Coating: Zinc.
 - c. Options:
 - 1) Minimum Trade Size: 1/2 inch (16 mm).

2.2 TYPE FMC-S AND TYPE RACEWAYS

- A. Steel Flexible Metal Conduit (FMC-S):
 - 1. Applicable Standards:
 - a. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
 - b. General Characteristics:
 - 1) Reference Standard: UL 1 and UL Category Control Number DXUZ.
 - 2) Material: Steel.
 - c. Options:
 - 1) Minimum Trade Size: 1/2 inch (16 mm).

2.3 FITTINGS FOR CONDUIT, TUBING, AND CABLE

- A. Fittings for Type EMT Raceways:
 - 1. Applicable Standards:
 - a. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.

- b. General Characteristics:
 - 1) Reference Standards: UL 514B and UL Category Control Number FKA V.
 - 2) Material: Steel.
 - 3) Coupling Method: Compression coupling or setscrew coupling. Setscrew couplings with only single screw per conduit are unacceptable.
 - B. Fittings for Type FMC Raceways:
 - 1. Applicable Standards:
 - a. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
 - b. General Characteristics:
 - 1) Reference Standards: UL 514B and UL Category Control Number ILNR.

2.4 METALLIC OUTLET BOXES, DEVICE BOXES, RINGS, AND COVERS

- A. Metallic Outlet Boxes:
 - 1. Description: Box having pryout openings, knockouts, threaded entries, or hubs in either the sides of the back, or both, for entrance of conduit, conduit or cable fittings, or cables, with provisions for mounting outlet box cover, but without provisions for mounting wiring device directly to box.
 - 2. Applicable Standards:
 - a. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
 - b. General Characteristics:
 - 1) Reference Standards: UL 514A and UL Category Control Number QCIT.
 - c. Options:
 - 1) Material: Sheet steel.
 - 2) Sheet Metal Depth: Minimum 1.5 inch (38 mm).
- B. Metallic Conduit Bodies:
 - 1. Description: Means for providing access to interior of conduit or tubing system through one or more removable covers at junction or terminal point. In the United States, conduit bodies are listed in accordance with outlet box requirements.
 - 2. Applicable Standards:
 - a. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
 - b. General Characteristics:
 - 1) Reference Standards: UL 514A and UL Category Control Number QCIT.
- C. Metallic Device Boxes:
 - 1. Description: Box with provisions for mounting wiring device directly to box.
 - 2. Applicable Standards:
 - a. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
 - b. General Characteristics:
 - 1) Reference Standards: UL 514A and UL Category Control Number QCIT.
 - c. Options:
 - 1) Material: Sheet steel.
 - 2) Sheet Metal Depth: minimum 1.5 inch (38 mm).
 - 3. Description: Ring intended to extend sides of outlet box or device box to increase box depth, volume, or both.
 - 4. Applicable Standards:
 - a. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
 - b. General Characteristics:
 - 1) Reference Standards: UL 514A and UL Category Control Number QCIT.

2.5 CABINETS, CUTOOT BOXES, JUNCTION BOXES, PULL BOXES, AND MISCELLANEOUS ENCLOSURES

- A. Indoor Sheet Metal Cabinets:
 - 1. Description: Enclosure provided with frame, mat, or trim in which swinging door or doors are or can be hung.
 - 2. Applicable Standards:
 - a. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
 - b. General Characteristics:
 - 1) Reference Standards: UL Category Control Number CYIV.
 - a) Non-Environmental Characteristics: UL 50.
 - b) Environmental Characteristics: UL 50E.
 - c. Options:
 - 1) Degree of Protection: Type 1.
- B. Indoor Sheet Metal Junction and Pull Boxes:
 - 1. Description: Box with a blank cover that serves the purpose of joining different runs of raceway or cable.
 - 2. Applicable Standards:
 - a. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
 - b. General Characteristics:
 - 1) Reference Standards: UL Category Control Number BGUZ.
 - a) Non-Environmental Characteristics: UL 50.
 - b) Environmental Characteristics: UL 50E.
 - c. Options:
 - 1) Degree of Protection: Type 1.

2.6 COVER PLATES FOR DEVICES BOXES

- A. Metallic Cover Plates for Device Boxes:
 - 1. Applicable Standards:
 - a. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
 - b. General Characteristics:
 - 1) Reference Standards: UL 514D and UL Category Control Numbers QCIT and QCMZ.
 - 2) Wallplate-Securing Screws: Metal with head color to match wallplate finish.
 - c. Options:
 - 1) Damp and Wet Locations: Listed, labeled, and marked for location and use. Provide gaskets and accessories necessary for compliance with listing.
 - 2) Wallplate Material: 0.032 inch (0.8 mm) thick Type 302/304 non-magnetic stainless steel with brushed finish.

PART 3 - EXECUTION

3.1 SELECTION OF RACEWAYS

- A. Unless more stringent requirements are specified in Contract Documents or manufacturers' written instructions, comply with NFPA 70 for selection of raceways. Consult Architect for resolution of conflicting requirements.
- B. Indoors:
 - 1. Exposed: EMT.

2. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC.
- C. Raceway Fittings: Select fittings in accordance with NEMA FB 2.10 guidelines.
 1. ERM: Provide threaded type fittings unless otherwise indicated.

3.2 SELECTION OF BOXES AND ENCLOSURES

- A. Unless more stringent requirements are specified in Contract Documents or manufacturers' written instructions, comply with NFPA 70 for selection of boxes and enclosures. Consult Architect for resolution of conflicting requirements.
- B. Degree of Protection:
 1. Indoors:
 - a. Type 1 unless otherwise indicated.

3.3 INSTALLATION OF RACEWAYS

- A. Installation Standards:
 1. Unless more stringent requirements are specified in Contract Documents or manufacturers' written instructions, comply with NFPA 70 for installation of raceways. Consult Architect for resolution of conflicting requirements.
 2. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.
 3. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for hangers and supports.
 4. Comply with NECA NEIS 101 for installation of steel raceways.
 5. Install raceways square to the enclosure and terminate at enclosures without hubs with locknuts on both sides of enclosure wall. Install locknuts hand tight, plus one-quarter turn more.
 6. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to 1-1/4 inch (35 mm) trade size and insulated throat metal bushings on 1-1/2 inch (41 mm) trade size and larger conduits terminated with locknuts.
 7. Raceway Terminations at Locations Subject to Moisture or Vibration:
 - a. Provide insulating bushings to protect conductors, including conductors smaller than No. 4 AWG.
- B. General Requirements for Installation of Raceways:
 1. Complete raceway installation before starting conductor installation.
 2. Provide stub-ups through floors with coupling threaded inside for plugs, set flush with finished floor. Plug coupling until conduit is extended above floor to final destination or a minimum of 2 ft. (0.6 m) above finished floor.
 3. Install no more than equivalent of three 90-degree bends in conduit run except for control wiring conduits, for which no more than equivalent of two 90-degree fewer bends are permitted. Support within 12 inch (300 mm) of changes in direction.
 4. Make bends in raceway using large-radius preformed ells except for parallel bends. Field bending must be in accordance with NFPA 70 minimum radii requirements. Provide only equipment specifically designed for material and size involved.
 5. Conceal conduit within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.
 6. Support conduit within 12 inch (300 mm) of enclosures to which attached. Install raceway sealing fittings at accessible locations in accordance with NFPA 70 and fill them with listed sealing compound. For concealed raceways, install fitting in flush steel

- box with blank cover plate having finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings in accordance with NFPA 70.
- 7. Do not install conduits within 2 inch (50 mm) of the bottom side of a metal deck roof.
- 8. Keep raceways at least 6 inch (150 mm) away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.
- 9. Cut conduit perpendicular to the length. Ream inside of conduit to remove burrs.

C. Requirements for Installation of Specific Raceway Types:

- 1. Types FMC:
 - a. Comply with NEMA RV 3. Provide a maximum of 36 inch (915 mm) of flexible conduit for equipment subject to vibration, noise transmission, or movement; and for transformers and motors.

D. Raceway Fittings: Install fittings in accordance with NEMA FB 2.10 guidelines.

- 1. EMT: Provide setscrew or compression, steel fittings. Comply with NEMA FB 2.10.
- 2. Flexible Conduit: Provide only fittings listed for use with flexible conduit type. Comply with NEMA FB 2.20.

3.4 INSTALLATION OF BOXES AND ENCLOSURES

- A. Provide boxes in wiring and raceway systems wherever required for pulling of wires, making connections, and mounting of devices.
- B. Mount boxes at heights indicated on Drawings. If mounting heights of boxes are not individually indicated, give priority to ADA requirements. Install boxes with height measured to center of box unless otherwise indicated.
- C. Horizontally separate boxes mounted on opposite sides of walls so they are not in the same vertical channel.
- D. Fasten junction and pull boxes to, or support from, building structure. Do not support boxes by conduits.
- E. Do not rely on locknuts to penetrate nonconductive coatings on enclosures. Remove coatings in the locknut area prior to assembling conduit to enclosure to ensure a continuous ground path.

3.5 FIRESTOPPING

- A. Install firestopping at penetrations of fire-rated floor and wall assemblies.

3.6 PROTECTION

- A. Protect coatings, finishes, and cabinets from damage and deterioration.
 - 1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
 - 2. Repair damage to PVC coatings or paint finishes with matching touchup coating recommended by manufacturer.

3.7 CLEANING

- A. Boxes: Remove construction dust and debris from device boxes, outlet boxes, and floor-mounted enclosures before installing wallplates, covers, and hoods.

END OF SECTION

SECTION 260553

IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Labels.
 - 2. Signs.
 - 3. Cable ties.
 - 4. Miscellaneous identification products.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Comply with ASME A13.1.
- B. Comply with 29 CFR 1910.144 for color identification of hazards; 29 CFR 1910.145 for danger, caution, warning, and safety instruction signs and tags.
- C. Signs, labels, and tags required for personnel safety must comply with the following standards:
 - 1. Safety Colors: NEMA Z535.1.
 - 2. Facility Safety Signs: NEMA Z535.2.
 - 3. Safety Symbols: NEMA Z535.3.
 - 4. Product Safety Signs and Labels: NEMA Z535.4.
 - 5. Safety Tags and Barricade Tapes for Temporary Hazards: NEMA Z535.5.
- D. Comply with NFPA 70E requirements for arc-flash warning labels.
- E. Adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers, must comply with UL 969.
- F. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.
 - 1. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

2.2 COLOR AND LEGEND REQUIREMENTS

- A. Color-Coding for Phase- and Voltage-Level Identification, 1000 V or Less: Use colors listed below for ungrounded feeder and branch-circuit conductors.
 - 1. Color must be factory applied or field applied for sizes larger than 8 AWG if authorities having jurisdiction permit.
 - 2. Colors for 208Y/120 V Circuits:
 - a. Phase A: Black.
 - b. Phase B: Red.
 - c. Phase C: Blue.
 - 3. Color for Neutral: White.

4. Color for Equipment Grounds: Green.
- B. Warning Label Colors:
 1. Identify system voltage with black letters on orange background.
- C. Equipment Identification Labels:
 1. Black letters on white field.

2.3 LABELS

- A. Self-Adhesive Wraparound Labels: Preprinted, 3 mil (0.08 mm) thick, vinyl flexible label with acrylic pressure-sensitive adhesive.
 1. Self-Lamination: Clear; UV-, weather- and chemical-resistant; self-laminating, protective shield over legend. Labels sized such that clear shield overlaps entire printed legend.
 2. Marker for Labels:
 - a. Permanent, waterproof, black ink marker recommended by tag manufacturer.
 - b. Machine-printed, permanent, waterproof, black ink recommended by printer manufacturer.
- B. Self-Adhesive Labels: Vinyl, thermal, transfer-printed, 3 mil (0.08 mm) thick, multicolor, weather- and UV-resistant, pressure-sensitive adhesive labels, configured for intended use and location.
 1. Minimum Nominal Size:
 - a. 3-1/2 by 5 inch (76 by 127 mm) for equipment.

2.4 SIGNS

- A. Baked-Enamel Signs:
 1. Preprinted aluminum signs, punched or drilled for fasteners, with colors, legend, and size required for application.
 2. 1/4 inch (6.4 mm) grommets in corners for mounting.
 3. Nominal Size: 7 by 10 inch (180 by 250 mm).

2.5 CABLE TIES

- A. General-Purpose Cable Ties: Fungus inert, self-extinguishing, one piece, self-locking, and Type 6/6 nylon.
 1. Minimum Width: 3/16 inch (5 mm).
 2. Tensile Strength at 73 deg F (23 deg C) in accordance with ASTM D638: 12,000 psi (82.7 MPa).
 3. Temperature Range: Minus 40 to plus 185 deg F (Minus 40 to plus 85 deg C).
 4. Color: Black, except where used for color-coding.
- B. Plenum-Rated Cable Ties: Self-extinguishing, UV stabilized, one piece, and self-locking.
 1. Minimum Width: 3/16 inch (5 mm).
 2. Tensile Strength at 73 deg F (23 deg C) in accordance with ASTM D638: 7000 psi (48.2 MPa).
 3. UL 94 Flame Rating: 94V-0.
 4. Temperature Range: Minus 50 to plus 284 deg F (Minus 46 to plus 140 deg C).
 5. Color: Black.

2.6 MISCELLANEOUS IDENTIFICATION PRODUCTS

- A. Paint: Comply with requirements in painting Sections for paint materials and application requirements. Retain paint system applicable for surface material and location (exterior or interior).
- B. Fasteners for Labels and Signs: Self-tapping, stainless steel screws or stainless-steel machine screws with nuts and flat and lock washers.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Self-Adhesive Identification Products: Before applying electrical identification products, clean substrates of substances that could impair bond, using materials and methods recommended by manufacturer of identification product.

3.2 INSTALLATION

- A. Verify and coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, Drawings, Shop Drawings, manufacturer's wiring diagrams, and operation and maintenance manual. Use consistent designations throughout Project.
- B. Verify identity of item before installing identification products.
- C. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and operation and maintenance manual.
- D. Apply identification devices to surfaces that require finish after completing finish work.
- E. Install signs with approved legend to facilitate proper identification, operation, and maintenance of electrical systems and connected items.
- F. Vinyl Wraparound Labels:
 - 1. Secure tight to surface of raceway or cable at location with high visibility and accessibility.
 - 2. Attach labels that are not self-adhesive type with clear vinyl tape, with adhesive appropriate to location and substrate.
- G. Self-Adhesive Wraparound Labels: Secure tight to surface at location with high visibility and accessibility.
- H. Self-Adhesive Labels:
 - 1. Install unique designation label that is consistent with wiring diagrams, schedules, and operation and maintenance manual.
 - 2. Unless otherwise indicated, provide single line of text with 1/2 inch (13 mm) high letters on 1-1/2 inch (38 mm) high label; where two lines of text are required, use labels 2 inch (50 mm) high.
- I. Heat-Shrink, Preprinted Tubes: Secure tight to surface at location with high visibility and accessibility.
- J. Self-Adhesive Vinyl Tape: Secure tight to surface at location with high visibility and accessibility.
 - 1. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for minimum distance of 6 inch (150 mm) where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding.
- K. Baked-Enamel Signs:
 - 1. Attach signs that are not self-adhesive type with mechanical fasteners appropriate to location and substrate.

2. Unless otherwise indicated, provide single line of text with 1/2 inch (13 mm) high letters on minimum 1-1/2 inch (38 mm) high sign; where two lines of text are required, use signs minimum 2 inch (50 mm) high.
- L. Cable Ties: General purpose, for attaching tags, except as listed below:
1. Outdoors: UV-stabilized nylon.
 2. In Spaces Handling Environmental Air: Plenum rated.

3.3 IDENTIFICATION SCHEDULE

- A. Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment. Install access doors or panels to provide view of identifying devices.
- B. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, pull points, and locations of high visibility. Identify by system and circuit designation.
- C. Control-Circuit Conductor Identification: For conductors and cables in pull and junction boxes, manholes, and handholes, use self-adhesive labels with conductor or cable designation, origin, and destination.
- D. Control-Circuit Conductor Termination Identification: For identification at terminations, provide self-adhesive labels with conductor designation.
- E. Arc Flash Warning Labeling: Self-adhesive labels.
- F. Operating Instruction Signs: Self-adhesive labels.
- G. Equipment Identification Labels:
 1. Indoor Equipment: Baked-enamel signs or laminated acrylic or melamine plastic sign.
 2. Outdoor Equipment: Laminated acrylic or melamine sign.
 3. Equipment to Be Labeled:
 - a. Enclosed switches.
 - b. Enclosed controllers.
 - c. Variable-speed controllers.
 - d. Push-button stations.
 - e. Contactors.

END OF SECTION