



Dinwiddie County Public Schools
14016 Boydton Plank Road
P.O. Box 7
Dinwiddie, VA 23841

SOUTHSIDE ELEMENTARY SCHOOL ROOFTOP UNIT REPLACEMENT

10305 Boydton Plank Road
Dinwiddie, Virginia

PROJECT MANUAL

IFB # 21 - 030321
March 3, 2021



RRMM ARCHITECTS, PC
115 S. 15TH STREET
SUITE 202
RICHMOND, VA 23219
T: 804/277-8987

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**DINWIDDIE COUNTY PUBLIC SCHOOLS
SOUTHSIDE ELEMENTARY SCHOOL
ROOFTOP UNIT REPLACEMENT**

IFB # 21 - 030321

TABLE OF CONTENTS

INVITATION FOR BID

Purpose
Pre-Bid Conference
Bidder Qualifications
Owner's Responsibilities
Scope of Work
Delivery Instructions
Anticipated Schedule
Supplementary Terms and Conditions
Attachments
 Attachment A - State Corporation Commission Form
 Attachment B - Bid Form
 Attachment C – Certification of Contractor
 Attachment D – References
 Attachment E – Pre-Bid Question Form

INSTRUCTIONS TO BIDDERS (AIA – A701)

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION (AIA – A201)

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR (AIA – A101)

TECHNICAL SPECIFICATION SECTIONS

DIVISION 1 - GENERAL REQUIREMENTS

010800	Code of Conduct
012000	Applications for Payment
012500	Product Substitutions
012600	Modification Procedures
013100	Project Coordination
013119	Project Meetings
013300	Submittals
014219	Reference Standards and Definitions
015000	Temporary Facilities and Protection of Property
017000	Project Closeout
017400	Final Cleaning
017823	Operation and Maintenance Data
017836	Warranties and Bonds
017839	Project Record Documents
018700	Materials and Equipment

DIVISION 3 - CONCRETE

This Division Not Used

DIVISION 4 - MASONRY

This Division Not Used

DIVISION 5 - METALS

This Division Not Used

DIVISION 6 - WOOD AND PLASTIC

This Division Not Used

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

This Division Not Used

DIVISION 8 – DOORS AND WINDOWS

This Division Not Used

DIVISION 9 - FINISHES

This Division Not Used

DIVISION 10 - SPECIALTIES

This Division Not Used

DIVISION 11 - EQUIPMENT

This Division Not Used

DIVISION 12 - FURNISHINGS

This Division Not Used

DIVISION 13 - SPECIAL CONSTRUCTION

This Division Not Used

DIVISION 14 - CONVEYING SYSTEMS

This Division Not Used

DIVISION 21 – FIRE PROTECTION

This Division Not Used

DIVISION 22 – PLUMBING

This Division Not Used

DIVISION 23 – HEATING, VENTILATING AND AIR CONDITIONING

230100	Mechanical General Provisions
230500	Heating, Ventilating and Air Conditioning
230593	Testing, Adjusting and Balancing (TAB)
230700	Mechanical Insulation
230800	Commissioning
230900	Automatic Temperature Controls

DIVISION 26 – ELECTRICAL

260100	Electrical General Provisions
260500	Materials and Methods
260519	Conductors
260526	Grounding
260529	Supporting Devices
260533	Raceways
260534	Electrical Boxes and Fittings
262420	Motors and Controls

DIVISION 27 – COMMUNICATION EQUIPMENT

This Division Not Used

DIVISION 28 – ELECTRONIC SAFETY AND SECURITY

283111	Addressable Fire Detection and Alarm System
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END OF TABLE OF CONTENTS

TABLE OF CONTENTS

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School Board Members
Mary M. Benjamin
Betty T. Haney
Sherilyn H. Merritt
Barbara T. Pittman
Jerry W. Schnepf, Jr.



Superintendent
Dr. Kari Weston

Clerk of the Board
Bonnie L. Gholson

Dinwiddie County Public Schools
OFFICE OF THE SUPERINTENDENT

INVITATION FOR BID
IFB # 21-030321 (FY-3/3/21)
SOUTHSIDE ELEMENTARY SCHOOL
ROOFTOP UNIT REPLACEMENT
10305 Boydton Plank Road, Dinwiddie, VA

This procurement request is governed by the Virginia Public Procurement Act and all terms and conditions of the Act are hereby adopted and are made a part of this notice.

Contact Information:

Brenda Austin
Dinwiddie County Public Schools
Procurement Officer
Finance Department

14016 Boydton Plank Road
P.O. Box 7
Dinwiddie, VA 23841

(804) 469-4190 Fax (804) 469-4197

Or

E-Mail: baustin@dcpsnet.org

Date Issued: Wednesday, March 3, 2021
Pre-Bid Site Visit: Tuesday, March 9, 2021 @ 9:00 a.m.
Deadline for E-Mailed Questions: Friday, March 12, 2021 @ 2:00 p.m.
Date & Time of Closing: Thursday, March 25, 2021 @ 2:00 p.m.

1.0 PURPOSE

2.0 PRE-BID CONFERENCE

3.0 BIDDER QUALIFICATIONS

4.0 OWNER'S RESPONSIBILITIES

4.1 DINWIDDIE COUNTY SCHOOL BOARD WILL PROVIDE THE FOLLOWING

4.1.1 *Inspection of Existing Roof System*

4.1.2 *Other Services provided by DCPS*

5.0 SCOPE OF WORK

6.0 DELIVERY INSTRUCTIONS

7.0 ANTICIPATED SCHEDULE

8.0 SUPPLEMENTARY TERMS AND CONDITIONS

8.1 ANNOUNCEMENT OF AWARD

8.2 ANTI-DISCRIMINATION

8.3 ANTITRUST

8.4 APPLICABLE LAWS

8.5 AUDIT

8.6 AVAILABILITY OF FUNDS

8.7 BID ACCEPTANCE PERIOD

8.8 CHANGES TO THE CONTRACT

8.9 CLARIFICATION OF TERMS

8.10 COPYRIGHTS/PATENTS, ETC.

8.11 DEFAULT

8.12 DELIVERY DATE (S)

8.13 DISCOUNTS

8.14 DRUG & ALCOHOL-FREE WORKPLACE

8.15 DUE DATE

8.16 EQUIPMENT/PRODUCTS

8.17 ETHICS IN PUBLIC CONTRACTING

8.18 IMMIGRATION REFORM AND CONTROL ACT OF 1986

8.19 INSURANCE

8.20 NONDISCRIMINATION OF CONTRACTORS

8.21 OWNERSHIP OF DOCUMENTS

8.22 PAYMENT

8.22.1 *To Prime Contractor*

8.22.2 *To Subcontractor(s)*

8.23 PREPARATION AND SUBMISSION OF BIDS/PROPOSALS

8.24 PROPRIETARY INFORMATION

8.25 QUALIFICATIONS OF BIDDERS

8.26 RECEIPT AND OPENING OF BIDS

8.27 SAMPLES

8.28 STATE CORPORATION COMMISSION IDENTIFICATION NUMBER

8.29 SUBSTITUTIONS

8.30 TAXES

8.31 TERMINATION BY OWNER FOR CONVENIENCE

8.32 TESTING AND INSPECTION

8.33 WITHDRAWAL OR MODIFICATION OF BIDS

8.34 BONDS

9.0 ATTACHMENTS

ATTACHMENT A - STATE CORPORATION COMMISSION FORM

ATTACHMENT B – BID FORM

ATTACHMENT C - CERTIFICATION OF CONTRACTOR

ATTACHMENT D - REFERENCES

ATTACHMENT E - PRE-BID QUESTION FORM

1.0 PURPOSE

Dinwiddie County School Board (DCPS) is issuing this Invitation for Bid seeking qualified bidders to perform the removal and replacement of seven (7) existing rooftop mechanical units along with associated controls located at Southside Elementary School.

2.0 PRE-BID CONFERENCE

A Mandatory pre-bid site visit will be held at 9:00 a.m. on Tuesday, March 9, 2021. Interested parties are to assemble at the main front door to Southside Elementary School. Attendees requiring special services are asked to provide their requirements to Brenda Austin, in writing, by 2:00 p.m., Friday, March 12, 2021, to allow time to make the necessary arrangements.

All Bidders must have signed the pre-bid conference sheet by 9:15 a.m. on the day of the pre-bid site visit. Bidders shall not be permitted to sign in after 9:15 a.m. and will not be eligible to submit a bid. Only bidders who attend the Pre-Bid Conference will be allowed to submit a bid. A list of all companies present will be recorded.

The purpose of these site visits is to discuss any details of the projects not adequately covered within the specifications; allow interested parties a period of access to each building and roof area; and to review the normal flow of activities of each facility. There will be no other access to either roof area without the consent of Mr. Jimmy Davis, Director of School Facility Operations.

Southside Elementary School is located at 10305 Boydton Plank Road, Dinwiddie, VA. 23841 and consists of approximately 66,877 sq. ft.

3.0 BIDDER QUALIFICATIONS:

- All Bidders must have a Class "A" contractor's license. (Include Copy)
- Contractor must exhibit ten (10) years experience with projects of a similar scope and size.
- Contractor shall perform and/or supervise all work required within the construction documents.
- Three (3) verifiable references
- Permits and Licenses will be required, but fees will be waived by the County.

4.0 OWNER'S RESPONSIBILITIES:

4.1 Dinwiddie County School Board will provide the following

4.1.1 Inspection of Existing Roof System:

Building owner is responsible to test for presence of asbestos or other hazardous substances that may be present within or near the work area. Such items, if found to be present, shall be communicated to the Contractor before any additional testing, removals or roof replacement is performed.

4.1.2 Other Services provided by DCPS

- Electricity as needed.
- Ample Water supply
- Suitable Storage and staging area.
- Open Access to Project.
- Move or cover all vehicles and personal property within the work area

5.0 SCOPE OF WORK:

The proposed scope of work for this project is outlined in the posted construction documents inclusive of project drawings and project manual.

6.0 DELIVERY INSTRUCTIONS

Sealed Bids are due by **2:00 p.m. on Thursday, March 25, 2021.**

Sealed Bids can be mailed or hand delivered to the following location prior to the date and time of closing: Fax and email copies will not be accepted.

**Dinwiddie County School Board
Finance Department, Attn: Brenda Austin
14016 Boydton Plank Road
Post Office Box 7
Dinwiddie, Virginia 23841
Fax 1-804-469-4197
Email – baustin@dcpsnet.org**

It is the responsibility of the bidder to ensure that their bid reaches the Finance Department prior to the date and time of closing. If delivering in person, it is recommended that you call the School Board Office at 804-469-4190 to ensure that someone is available to take your sealed bid. The School Board Office will be closed on Fridays.

Dinwiddie County School Board shall not be responsible for any costs incurred by any bidder in preparing, submitting, or presenting its response to this solicitation.

7.0 ANTICIPATED SCHEDULE

The following represents an outline of the process currently anticipated by the Dinwiddie County School Board.

- | | |
|-----------------------------------|-----------------|
| • Invitation to Bid advertised | March 3, 2021 |
| • Pre-Bid Conference | March 9, 2021 |
| • Bids due in School Board Office | March 25, 2021 |
| • Award Contract | April 1, 2021 |
| • Work must be completed by | August 16, 2021 |

8.0 SUPPLEMENTARY TERMS AND CONDITIONS

8.1 ANNOUNCEMENT OF AWARD:

Award will be made to the lowest responsible and responsive bidder. Upon the award or the announcement of the decision to award the Finance Department will inform, in writing, all the bidder(s) who submitted quotes, of the decision.

8.2 ANTI-DISCRIMINATION:

Dinwiddie County School Board does not discriminate against faith-based organizations. By submitting their bids, bidders certify to DCSB that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and *Section § 2.2-4311 of the Code of Virginia, Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Section § 2.2-4343.1E of the Code of Virginia, VPPA).

A. In every contract over \$10,000 the provisions in 1 and 2 below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will

state that such contractor is an equal opportunity employer.

- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

- 2. The contractor will include the provisions of #1. Above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor, if subcontractors are allowed. *This project cannot be performed by subcontractors.*

8.3 ANTITRUST:

By entering into a contract, the contractor conveys, sells, assigns, and transfers to Dinwiddie County School Board all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and Dinwiddie County School Board, relating to the particular goods or services purchased or acquired by Dinwiddie County School Board under said contract.

8.4 APPLICABLE LAWS:

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of Dinwiddie County, Virginia. The School Board and the contractor/vendor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Section § 2.2-4366 of the Code of Virginia*). The Contractor/Vendor shall comply with all applicable federal, state and local laws, rules and regulations.

8.5 AUDIT:

The Contractor/Vendor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by Dinwiddie County School Board, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

8.6 AVAILABILITY OF FUNDS:

It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement. The agreement will be contingent upon annual appropriations by the Dinwiddie County School Board. Failure of the Dinwiddie County School Board to appropriate adequate funds for the terms of this contract shall result in the

immediate cancellation of this contract. There shall be no penalty should the Board fail to make annual appropriations for this contract.

8.7 BID ACCEPTANCE PEIOD:

Any bid in response to this solicitation shall be valid for (60) days. At the end of the (60) days, the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

8.8 CHANGES TO THE CONTRACT:

Changes can be made to the contract in any of the following ways:

- A. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
- B. Dinwiddie County School Board may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give Dinwiddie County School Board a credit for any savings. Said compensation shall be determined by one of the following methods:
 - 1. By mutual agreement between the parties in writing; or
 - 2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to Dinwiddie County School Board right to audit the contractor's records and/or to determine the correct number of units independently.

8.9 CLARIFICATION OF TERMS:

If any prospective bidder has questions or is in doubt as to the true meaning of any part of the plans, specifications or other solicitation documents for this project, the prospective bidder should submit a written request via the Pre-Bid Question Form (see Attachment E) for an interpretation to **Brenda Austin, Purchasing Agent** at baustin@dcpsnet.org, by email no later than **Friday, March 12, 2021 by 2:00 p.m.** Any revisions to the solicitation will be made only by addendum and issued by the buyer.

Contact initiated by a bidder concerning this solicitation with any other School Board and/or school administration representative, not expressly authorized elsewhere in this document, is prohibited. Any such

unauthorized contact may result in disqualification of the bidder/offeror from this transaction.

8.10 COPYRIGHTS/PATENTS, ETC.:

The Contractor/Vendor guarantees to hold Dinwiddie County School Board, its agents, officers or employees, harmless from liability of any nature or kind, for use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the Contractor/Vendor is not the patentee, assignee or licensee.

8.11 DEFAULT:

In the event of default/failure by the Contractor/Vendor, to deliver goods or services in accordance with the contract terms and conditions, Dinwiddie County School Board, after due oral or written notice, may procure the commodities and/or services from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Dinwiddie County School Board may have. If, however, the Contractor/Vendor is in default for not providing specified commodities and public necessity requires use of commodities not conforming to the specifications, they may be accepted, at DCSB's option, and payment therefore shall be made at a proper reduction in price.

8.12 DELIVERY DATE (S):

The time of proposed delivery/completion must be stated in definite terms. If delivery for different commodities varies, the Bidder/Offeror shall so state. Length of time for delivery/completion as well as price may be considered in awarding of the solicitation.

8.13 DISCOUNTS:

Cash discounts may be offered by Bidder/Offeror for prompt payment of bills, but such discount will not be taken into consideration in determining the low bidder but will be taken into consideration in awarding tie quotations. The discount period will be computed from the date delivery at destination is accepted by School Board and/or completion is accepted by School Board or from date correct invoice is received by School Board, whichever is the later date.

8.14 DRUG & ALCOHOL-FREE WORKPLACE:

During the performance of this contract, the contractor agrees to (i) provide a drug & alcohol-free workplace for the Contractor's/Vendor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance, marijuana or alcohol is prohibited in the Contractor's/Vendor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all

solicitations or advertisements for employees placed by or on behalf of the Contractor/Vendor that the Contractor/Vendor maintains a drug & alcohol-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug & alcohol-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a Contractor/Vendor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract. (*Code of Virginia § 2.2-4312*).

8.15 DUE DATE:

Bids/Proposals and amendments thereto, or withdrawal of bids/proposals submitted, if received by Dinwiddie County School Board after the due date specified, may not be considered. It will be the responsibility of the Bidder/Offeror to see that his/her bid/proposal is in the Procurement Office by the specified due date and time.

8.16 EQUIPMENT/PRODUCTS:

Any equipment/products delivered must be standard new equipment/products of the latest model, except as otherwise specifically stated in quotation. Where any part or nominal appurtenances of equipment/product is not described, it shall be understood that all equipment/products and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.

8.17 ETHICS IN PUBLIC CONTRACTING:

By submitting their bid or proposal, Bidders/Offerors certify that their bid or proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidders/Offerors, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

The Bidder/Offeror shall identify any actual or potential conflicts of interest that exist, or which may arise if the Bidder/Offeror is recommended for award, and propose how such conflicts might be resolved.

By his/her signature on the bid/proposal documents submitted, each Bidder/Offeror attests that his/her agents and/or employees, to the best of his/her knowledge and belief, have not in any way colluded with anyone for and on behalf of the Bidder/Offeror, or themselves, to obtain information that would give the Bidder/Offeror an unfair advantage over others, nor has

he/she colluded with anyone for and on behalf of the Bidder/Offeror, or itself, to gain any favoritism in the award of this solicitation.

8.18 IMMIGRATION REFORM AND CONTROL ACT OF 1986:

By submitting their Bids/Proposals, bidders/offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

8.19 INSURANCE:

By signing and submitting a bid/proposal under this solicitation, the Bidder/Offeror certifies that if awarded the contract, it will have appropriate insurance coverage at the time the contract is awarded in accordance with the contract documents. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The Bidder/Offeror further certifies that the contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

- A. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the School Board of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
- B. Employer's Liability - \$100,000.
- C. Commercial General Liability - \$2,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The School Board of Dinwiddie must be named as Certificate Holder and The School Board of Dinwiddie elected and appointed officials, officers, consultants, agents and employees, and affiliate or subsidiary boards are additional insured must be listed as additional insured and so endorsed on the policy.
- D. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)
- E. Professional Liability - \$1,000,000 per occurrence
- F. Umbrella Liability - \$1,000,000 per occurrence

8.20 NONDISCRIMINATION OF CONTRACTORS:

A Bidder/Offeror shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, status as a service disable veteran, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

8.21 OWNERSHIP OF DOCUMENTS:

- A. All finished or unfinished information or materials, documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by or for the Contractor/Vendor under any resultant contract shall, at the option of Dinwiddie County School Board, become Dinwiddie County School Board property and shall be delivered to and remain the property of Dinwiddie County School Board upon completion of the work or termination of the Contract. Dinwiddie County School Board shall have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the Vendor.
- B. Any documents or other materials provided to the Contractor/Vendor by Dinwiddie County School Board shall be returned to Dinwiddie County School Board upon delivery of the final products and/or services. Any art work, negatives, proofs, or other materials produced by the Contractor/Vendor in order to supply the products or services contracted for shall become the property of Dinwiddie County School Board and shall be sent to Dinwiddie County School Board upon delivery of the final products and/or services unless otherwise requested by Dinwiddie County School Board. Failure to deliver the art work, negatives, proofs, or materials shall be cause for withholding any payments due.

8.22 PAYMENT:

8.22.1 To Prime Contractor:

- a. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations). A completed W-9 Form shall be submitted as well.
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- d. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, Dinwiddie County School Board shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve Dinwiddie County School Board of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

8.22.2 To Subcontractor(s):

- a. Within seven (7) days of the Contractor's receipt of payment from Dinwiddie County School Board for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract a Contractor awarded a contract under this solicitation is hereby obligated:
 - 1. To pay the subcontractor(s); or
 - 2. To notify the School Board and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

- b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from Dinwiddie County School Board, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of Dinwiddie County School Board.

8.23 PREPARATION AND SUBMISSION OF BIDS/PROPOSALS:

All bids/proposals must be submitted in accordance with the Bid Form (see Attachment B) enclosed. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, the bidder/offeror may attach a letter which will be made a part of the bid/proposal. Verbal quotations will not be accepted.

All prices and notations must be in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrections made in ink adjacent and must be initialed in ink by the person signing the bid/proposal. Bids/Proposals must show unit price, total price, and grand total as indicated on the Bid Form (Attachment B). In case of error in the extension of prices, the unit price shall govern.

Bids/Proposals must give the full business address of the Bidder/Offeror and be signed by him/her with his/her usual signature. Bids/Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or any authorized representative, followed by the designation of the person signing. Bids/Proposals by corporations must be signed with the legal name of the corporation followed by the name of the State in which it is incorporated and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid/proposal by a person, who affixes to the signature the word "President," "Secretary," "Agent" or other designation without disclosing the principal, may be held to be the bidder/offeror of the individual signing. When requested by Dinwiddie County School Board, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

Verify your bids/proposals before submission as they cannot be withdrawn or corrected until after the due date.

Dinwiddie County School Board reserves the right to waive any informality in bids/proposals. Bids/Proposals making exceptions to terms and

conditions included in this invitation may be considered, but preference may be given to those who do not make such exceptions.

8.24 PROPRIETARY INFORMATION:

Trade secrets or proprietary information submitted for a procurement transaction shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the bidder or offeror must invoke the protection of *Code of Virginia*, § 2.2-4342F, in writing, prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary. The classification of an entire bid or proposal document, line item prices and/or total bid or proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the bidder or offeror refuses to withdraw an entire classification designation, the bid will be considered nonresponsive or the proposal will be rejected. Failure to comply with these steps shall result in loss of the Bidder's/Offeror's FOIA exemption.

Agencies and institutions shall not release any information that a bidder/offeror has claimed to be a trade secret or proprietary information, unless ordered to do so by a court of competent jurisdiction. If a party seeking information disagrees with the designation of it as proprietary or a trade secret, upon concurrence of the agency's attorney advisor, the party seeking the information may be advised that they will have to obtain a court order and request to be named as a defendant in the suit involving the bidder, offeror, or contractor which designated the information as proprietary as well as the agency or institution.

8.25 QUALIFICATIONS OF BIDDERS:

Dinwiddie County School Board may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder/offeror to perform the services/furnish the goods and the bidder/offeror shall furnish to Dinwiddie County School Board all such information and data for this purpose as may be requested. Dinwiddie County School Board reserves the right to inspect bidder's/offeror's physical facilities prior to award to satisfy questions regarding the bidder's/offeror's capabilities. Dinwiddie County School Board further reserves the right to reject any bid/proposal if the evidence submitted by, or investigations of, such bidder/offeror fails to satisfy Dinwiddie County School Board that such bidder/offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

8.26 RECEIPT AND OPENING OF BIDS:

- A. It is the responsibility of the Bidder/Offeror to assure that his/her bid/offeror is delivered to the place designated for receipt of bids/proposals and prior to the time set for receipt of bids/proposals. Bids/Proposals received after the time designated for receipt of bids/proposals will not be considered.

- B. In the event Dinwiddie School Board Office is closed due to inclement weather and/or emergency situations prior to or at the time set aside for the receipts of bid/proposals the receipt of bids/proposals will default to the next open business day at the same time.
- C. The provisions of § 2.2-4342 of the Code of Virginia, as amended, shall be applicable to the inspection of Bids/Proposals received.
- D. Acceptance of a bid/proposal by the School Board is not an order to ship or to begin work. Each bid/proposal is received with the understanding that the acceptance in writing by the School Board of the offer to furnish any or all of the commodities and/or services described therein, shall constitute a contract between the Bidder/Offeror and the School Board, which shall bind the Bidder/Offeror on his part to furnish and deliver the items/services quoted at the prices stated and in accordance with the conditions of said accepted bid/proposal; and the School Board on its part to order from such Bidder/Offeror, if funding is appropriated, except for causes beyond reasonable control; and to pay for, at the agreed prices, all items/services specified, ordered, and delivered.

8.27 SAMPLES:

Samples, when requested, must be furnished free of expense, and if not destroyed will, upon request, be returned at the Bidder's/Offeror's risk and expense.

8.28 STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

In order to contract with Dinwiddie County School Board, Contractors/Vendors organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by *Code of Virginia, Title 13.1 or Title 50* or as otherwise required by law. Pursuant to competitive sealed proposal or competitive negotiation, a Bidder/Offeror organized or authorized to transact business in the Commonwealth pursuant to *Title 13.1 or Title 50* shall include in its bid/proposal the identification number issued to it by the State Corporation Commission. Any Bidder/Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under *Title 13.1 or Title 50* or as otherwise required by law shall include in its bid/proposal a statement describing why the Bidder/Offeror is not required to be so authorized. Any Bidder/Offeror that fails to provide the required information shall not be awarded a contract unless a waiver of this requirement is granted by the Purchasing Agent. Any business entity as described above that enters into a contract with a public body pursuant to § 2.2-4311.2 of the Code of Virginia shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the contract.

Dinwiddie County School Board may void any contract with a business entity if that entity fails to remain in compliance with the provisions of this section.

8.29 SUBSTITUTIONS:

Unless qualified by the provision "NO SUBSTITUTE", the use of the name of a manufacturer, brand, make or catalog designation in specifying an item does not restrict Bidders to the manufacturer, brand, make or catalog designation identified. This is used simply to indicate the character, quality and/or performance equivalence of the commodity desired, but the commodity on which quotations are submitted must be of such character, quality and/or performance equivalence that it will serve the purpose for which it is to be used equally as well as that specified and must have an equal warranty. In submitting quotations on a commodity other than as specified, Bidder shall furnish complete data and identification with respect to the alternate commodity he/she proposes to furnish in accordance with Article 3.3 (Substitutions) of the Instructions to Bidders (AIA-A701). Consideration will be given to quotations submitted on alternate commodities to the extent that such action is deemed to serve best the interests of the School Board. If the Bidder/Offeror does not indicate that the commodity he/she proposes to furnish is other than specified, it will be construed to mean that the Bidder/Offeror proposes to furnish the exact commodity specified in the item description.

8.30 TAXES:

Sales to the School Board are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. Sales tax, however, is paid by the School Board of Dinwiddie on materials and supplies that are installed by a Contractor/Vendor and become a part of real property. Contractors/Vendors are not exempt from paying taxes on these categories, as they are considered to be a cost of doing business and should be considered in pricing when preparing a bid/proposal.

8.31 TERMINATION BY OWNER FOR CONVENIENCE:

A. Owner may terminate this contract at any time without cause, in whole or in part, in accordance with Article 14.4 (Termination by the Owner for Convenience) of the of the General Conditions of the Contract for Construction (AIA-A201). Upon such termination, the contractor/vendor shall immediately cease work and remove from the project site all of its labor forces and such of its materials as owner elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the contractor/vendor shall take such steps as owner may require assigning to the owner the contractor's/vendor's interest in all subcontracts and purchase orders designated by owner. After all such steps have been taken to owner's

satisfaction, the contractor/vendor shall receive as full compensation for termination and assignment the following:

1. All amounts then otherwise due the contractor for work performed under the terms of this contract
2. Amounts due for work performed subsequent to the latest Request for Payment through the date of termination
3. Reasonable compensation for the actual cost of demobilization incurred by the contractor as a direct result of such termination. The contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment of the forgoing, owner shall have no further obligations to the contractor/vendor of any nature.

B. In no event shall termination for the convenience of the owner terminate the obligations of the contractor's surety on its payment and performance bonds.

8.32 TESTING AND INSPECTION:

All products and services provided shall be in compliance/accordance with all applicable federal, state and local laws and regulations. The Contractor/Vendor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor/Vendor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the School Board by any other clause of this solicitation. The School Board reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications and/or meet the needs of the School Board. The School Board's decision of approval or disapproval of a proposed product shall be final.

8.33 WITHDRAWAL OR MODIFICATION OF BIDS:

Bids may be withdrawn or modified by written notice received from bidders prior to the deadline fixed for proposal receipt. The withdrawal or modification may be made by the person signing the proposal or by an individual(s) who is authorized by him/her on the face of the proposal. Written modifications may be made on a separate document. Written modifications, whether the original is delivered, or transmitted by facsimile, must be signed by the person making the modification or withdrawal.

8.34 BONDS:

Dinwiddie County School Board intends to enter into a stipulated sum contract (Standard Form of Agreement between Owner and Contractor (AIA-A101)). Each bid shall be accompanied by a bid bond with surety

satisfactory to DCSB or a Certified Check, made payable to: TREASURER, DINWIDDIE COUNTY in an amount equal to five percent (5%) of the total bid price.

A payment and performance bond is required for this project and shall be included in and submitted with the Bid Form in accordance with Article 7 (Performance Bond and Payment Bond) of the Instructions to Bidders (AIA-A701).

9.0 ATTACHMENTS

Attachment A - Virginia State Corporation Commission Registration Information

Attachment B – Bid Form

Attachment C – Certification of Contractor

Attachment D – References

Attachment E – Pre-Bid Question Form

ATTACHMENT A - STATE CORPORATION COMMISSION FORM

Virginia State Corporation Commission (SCC) registration information - The bidder:

☐ is a corporation or other business entity with the following SCC identification number:

-OR-

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

-OR-

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location)

-OR-

☐ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the *Code of Virginia*.

****NOTE** >>** Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): ☐

ATTACHMENT B – BID FORM

DATE: _____

PROJECT: Southside Elementary School
Rooftop Unit Replacement
10305 Boydton Plank Road
Dinwiddie, VA

IFB #: 21-030321

To: Dinwiddie County School Board
14016 Boydton Plank Road
P.O. Box 7
Dinwiddie, VA 23841
Attn: Brenda Austin

In compliance with and subject to your Invitation for Bids and the documents therein specified, all of which are incorporated herein by reference, the undersigned bidder proposes to furnish all labor, equipment, and materials and perform all work necessary for construction of this project, in accordance with the Plans and Specifications dated February 22, 2021, and the Addenda noted below, as prepared by RRMM Architects for the consideration of the following amount:

BASE BID (excluding work in Additive Bid Items):

Lump sum price to furnish all labor, materials and equipment to provide for the removal and replacement of seven (7) rooftop HVAC units in accordance with the Plans and Specifications:

TOTAL BASE BID AMOUNT:

_____ DOLLARS (\$_____)

ADDITIVE BID ITEM 1: Lump sum price to furnish all labor, materials and equipment to remove and replace all existing propane gas piping complete, in accordance with the drawings and specifications is;

_____ Dollars (\$_____)

ADDITIVE BID ITEM 2: Lump sum price to furnish all labor, materials and equipment to clean all existing to remain metal HVAC ductwork complete, in accordance with the drawings and specifications is;

_____ Dollars (\$_____)

Contract award will be based on the **TOTAL BASE BID AMOUNT shown above** (including any properly submitted bid modifications) plus as many Additive Bid Items taken in sequence as the Owner in its discretion decides to award.

The undersigned understands that time is of the essence and agrees that the date for Substantial Completion of the entire project shall be on or before August 16, 2021 based on a Notice authorizing Work to proceed on or before April 1, 2021, and Final Completion shall be achieved within 30 consecutive calendar days after the date of Substantial Completion as determined by the A/E.

Acknowledgment is made of receipt of the following Addenda: _____

_____.

DISQUALIFICATION OF CONTRACTORS: By signing this bid or proposal, the undersigned certifies that this Bidder or any officer, director, partner or owner is not currently barred from bidding on contracts by any Agency of the Commonwealth of Virginia, or any public body or agency of another state, or any agency of the federal government, nor is this Bidder a subsidiary or affiliate of any firm/corporation that is currently barred from bidding on contracts by any of the same. We have attached an explanation of any previous disbarment(s) and copies of notice(s) of reinstatement(s).

Either the undersigned or one of the following individuals, if any, is authorized to modify this bid prior to the deadline for receipt of bids by writing the modification and signing his name on the face of the bid, on the envelope in which it is enclosed, on a separate document, or on a document which is telefaxed to the Owner:

I certify that the firm name given below is the true and complete name of the bidder and that the bidder is legally qualified and licensed by the Virginia Department of Professional and Occupational Regulation, Board for Contractors, to perform all Work included in the scope of the Contract.

Virginia License No.: _____ Bidder: _____
(Name of Firm)

Contractor Class: _____ By: _____
(Signature)

Specialty: _____ Valid until: _____

FEIN/SSN: _____ Title: _____

Virginia State Corporation Commission ID No.: _____

If General Partnership (List Partners' Names) Business Address:

Telephone # _____

FAX # _____

If Corporation, affix Corporate Seal &
list State of Incorporation

State: _____

(Affix Seal)

ATTACHMENT C - CERTIFICATION OF CONTRACTOR

Full Name of Contractor _____

As required by Section 22.1-296.1 of *the Code of Virginia*, the undersigned hereby certifies as follows:

- (i) That I (**and all persons** who will provide such services) have not been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child. I further understand that if I make a materially false statement regarding any of the above offenses,

I will be guilty of a Class 1 misdemeanor.

Signature of Contractor: _____

Date: _____

ATTACHMENT D - REFERENCES

Bidders shall supply three (3) references of the same type of work and requirements for area(s) of similar size or larger, satisfactorily completed with dates of continuous service or contract period, location, names, addresses, and phone numbers of Owners. Bidders shall only indicate references they have worked within the past five (5) years.

Reference #1

Name of County, City, Agency or Firm: _____
Address: _____
Contact with Title: _____
Telephone: _____
Types of services provided: _____
Contract Dates: From _____ To _____

Reference #2

Name of County, City, Agency or Firm: _____
Address: _____
Contact with Title: _____
Telephone: _____
Types of services provided: _____
Contract Dates: From _____ To _____

Reference #3

Name of County, City, Agency or Firm: _____
Address: _____
Contact with Title: _____
Telephone: _____
Types of services provided: _____
Contract Dates: From _____ To _____

ATTACHMENT E – PRE-BID QUESTION FORM

(Use separate Form for each question submitted.)

Date: _____

Project Title: SOUTHSIDE ELEMENTARY SCHOOL – ROOFTOP UNIT REPLACEMENT

IFB No.: 21 - 030321

The following question concerns Drawing Sheet (number) _____:

The following question concerns Specifications Section (number)____, page _____, paragraph ____:

All responses to questions will be made by Addendum.

Question submitted by: _____
Name Organization

Bidders shall submit form to: Brenda Austin Dinwiddie County Public Schools
Name Organization

Email address: baustin@dcpsnet.org

AIA[®] Document A701[™] – 2018

Instructions to Bidders

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

Southside Elementary School - Rooftop Unit Replacement
10305 Boydton Plank Road
Dinwiddie, Virginia 23841

THE OWNER:

(Name, legal status, address, and other information)

Dinwiddie County Public Schools
P.O. Box 7
14016 Boydton Plank Road
Dinwiddie, Virginia 23841

THE ARCHITECT:

(Name, legal status, address, and other information)

RRMM Architects
115 South 15th Street, Suite 202
Richmond, Virginia 23219

TABLE OF ARTICLES

- 1 DEFINITIONS**
- 2 BIDDER'S REPRESENTATIONS**
- 3 BIDDING DOCUMENTS**
- 4 BIDDING PROCEDURES**
- 5 CONSIDERATION OF BIDS**
- 6 POST-BID INFORMATION**
- 7 PERFORMANCE BOND AND PAYMENT BOND**
- 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS**

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612[™]–2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

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

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

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

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

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

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

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

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

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

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids. *(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)*

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

§ 3.3 Substitutions

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

§ 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

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

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

§ 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

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

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

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

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

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

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

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

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:

(Insert the form and amount of bid security.)

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount

of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning days after the opening of Bids, withdraw its Bid and request the return of its bid security.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

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

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

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

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows:

(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

§ 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

§ 6.2 Owner's Financial Capability

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

§ 6.3 Submittals

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

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

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

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

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

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

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

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)

§ 7.2 Time of Delivery and Form of Bonds

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

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

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

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

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

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

.5 Drawings

Number	Title	Date
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.6 Specifications

Section	Title	Date	Pages
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.7 Addenda:

Number	Date	Pages
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.8 Other Exhibits:

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

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

☐ The Sustainability Plan:

Title	Date	Pages
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☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.9 Other documents listed below:

(List here any additional documents that are intended to form part of the Proposed Contract Documents.)

AIA® Document A201® – 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Southside Elementary School - Rooftop Unit Replacement
10305 Boydton Plank Road
Dinwiddie, Virginia 23841

THE OWNER:

(Name, legal status and address)

Dinwiddie County Public Schools
P.O. Box 7
14016 Boydton Plank Road,
Dinwiddie, Virginia 23841

THE ARCHITECT:

(Name, legal status and address)

RRMM Architects
115 South 15th Street, Suite 202
Richmond, Virginia 23219

TABLE OF ARTICLES

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

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

INDEX

(Topics and numbers in bold are section headings.)

Acceptance of Nonconforming Work
9.6.6, 9.9.3, 12.3
Acceptance of Work
9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3
Access to Work
3.16, 6.2.1, 12.1
Accident Prevention
10
Acts and Omissions
3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5,
10.2.8, 13.4.2, 13.7, 14.1, 15.2
Addenda
1.1.1, 3.11
Additional Costs, Claims for
3.7.4, 3.7.5, 6.1.1, 7.3.7.5, 10.3, 15.1.4
Additional Inspections and Testing
9.4.2, 9.8.3, 12.2.1, 13.5
Additional Insured
11.1.4
Additional Time, Claims for
3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, 15.1.5
Administration of the Contract
3.1.3, 4.2, 9.4, 9.5
Advertisement or Invitation to Bid
1.1.1
Aesthetic Effect
4.2.13
Allowances
3.8, 7.3.8
All-risk Insurance
11.3.1, 11.3.1.1
Applications for Payment
4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5.1, 9.6.3, 9.7, 9.10,
11.1.3
Approvals
2.1.1, 2.2.2, 2.4, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10,
4.2.7, 9.3.2, 13.5.1
Arbitration
8.3.1, 11.3.10, 13.1, 15.3.2, 15.4
ARCHITECT
4
Architect, Definition of
4.1.1
Architect, Extent of Authority
2.4, 3.12.7, 4.1, 4.2, 5.2, 6.3, 7.1.2, 7.3.7, 7.4, 9.2,
9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1,
13.5.1, 13.5.2, 14.2.2, 14.2.4, 15.1.3, 15.2.1
Architect, Limitations of Authority and
Responsibility
2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2,
4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4,
9.4.2, 9.5.3, 9.6.4, 15.1.3, 15.2

Architect's Additional Services and Expenses
2.4, 11.3.1.1, 12.2.1, 13.5.2, 13.5.3, 14.2.4
Architect's Administration of the Contract
3.1.3, 4.2, 3.7.4, 15.2, 9.4.1, 9.5
Architect's Approvals
2.4, 3.1.3, 3.5, 3.10.2, 4.2.7
Architect's Authority to Reject Work
3.5, 4.2.6, 12.1.2, 12.2.1
Architect's Copyright
1.1.7, 1.5
Architect's Decisions
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3,
7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1,
13.5.2, 15.2, 15.3
Architect's Inspections
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.5
Architect's Instructions
3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.5.2
Architect's Interpretations
4.2.11, 4.2.12
Architect's Project Representative
4.2.10
Architect's Relationship with Contractor
1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5,
3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18,
4.1.2, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5,
9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.4.2, 13.5,
15.2
Architect's Relationship with Subcontractors
1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3.7
Architect's Representations
9.4.2, 9.5.1, 9.10.1
Architect's Site Visits
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5
Asbestos
10.3.1
Attorneys' Fees
3.18.1, 9.10.2, 10.3.3
Award of Separate Contracts
6.1.1, 6.1.2
Award of Subcontracts and Other Contracts for
Portions of the Work
5.2
Basic Definitions
1.1
Bidding Requirements
1.1.1, 5.2.1, 11.4.1
Binding Dispute Resolution
9.7, 11.3.9, 11.3.10, 13.1, 15.2.5, 15.2.6.1, 15.3.1,
15.3.2, 15.4.1
Boiler and Machinery Insurance
11.3.2
Bonds, Lien
7.3.7.4, 9.10.2, 9.10.3
Bonds, Performance, and Payment
7.3.7.4, 9.6.7, 9.10.3, 11.3.9, 11.4

Init.

Building Permit
3.7.1
Capitalization
1.3
Certificate of Substantial Completion
9.8.3, 9.8.4, 9.8.5
Certificates for Payment
4.2.1, 4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7,
9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.3
Certificates of Inspection, Testing or Approval
13.5.4
Certificates of Insurance
9.10.2, 11.1.3
Change Orders
1.1.1, 2.4, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8,
5.2.3, 7.1.2, 7.1.3, 7.2, 7.3.2, 7.3.6, 7.3.9, 7.3.10,
8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.3.1.2, 11.3.4, 11.3.9,
12.1.2, 15.1.3
Change Orders, Definition of
7.2.1
CHANGES IN THE WORK
2.2.1, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1,
11.3.9
Claims, Definition of
15.1.1
CLAIMS AND DISPUTES
3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, 15, 15.4
Claims and Timely Assertion of Claims
15.4.1
Claims for Additional Cost
3.2.4, 3.7.4, 6.1.1, 7.3.9, 10.3.2, 15.1.4
Claims for Additional Time
3.2.4, 3.7.4, 6.1.1, 8.3.2, 10.3.2, 15.1.5
Concealed or Unknown Conditions, Claims for
3.7.4
Claims for Damages
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1,
11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6
Claims Subject to Arbitration
15.3.1, 15.4.1
Cleaning Up
3.15, 6.3
Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3,
6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.3.1, 11.3.6, 11.4.1,
15.1.4
Commencement of the Work, Definition of
8.1.2
Communications Facilitating Contract
Administration
3.9.1, 4.2.4
Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1,
9.10, 12.2, 13.7, 14.1.2
COMPLETION, PAYMENTS AND
9
Completion, Substantial

4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3,
12.2, 13.7
Compliance with Laws
1.6, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 10.2.2,
11.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14.1.1,
14.2.1.3, 15.2.8, 15.4.2, 15.4.3
Concealed or Unknown Conditions
3.7.4, 4.2.8, 8.3.1, 10.3
Conditions of the Contract
1.1.1, 6.1.1, 6.1.4
Consent, Written
3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1,
9.10.2, 9.10.3, 11.3.1, 13.2, 13.4.2, 15.4.4.2
Consolidation or Joinder
15.4.4
CONSTRUCTION BY OWNER OR BY
SEPARATE CONTRACTORS
1.1.4, 6
Construction Change Directive, Definition of
7.3.1
Construction Change Directives
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, 7.3,
9.3.1.1
Construction Schedules, Contractor's
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
Contingent Assignment of Subcontracts
5.4, 14.2.2.2
Continuing Contract Performance
15.1.3
Contract, Definition of
1.1.2
CONTRACT, TERMINATION OR SUSPENSION
OF THE
5.4.1.1, 11.3.9, 14
Contract Administration
3.1.3, 4, 9.4, 9.5
Contract Award and Execution, Conditions Relating
to
3.7.1, 3.10, 5.2, 6.1, 11.1.3, 11.3.6, 11.4.1
Contract Documents, Copies Furnished and Use of
1.5.2, 2.2.5, 5.3
Contract Documents, Definition of
1.1.1
Contract Sum
3.7.4, 3.8, 5.2.3, 7.2, 7.3, 7.4, 9.1, 9.4.2, 9.5.1.4,
9.6.7, 9.7, 10.3.2, 11.3.1, 14.2.4, 14.3.2, 15.1.4,
15.2.5
Contract Sum, Definition of
9.1
Contract Time
3.7.4, 3.7.5, 3.10.2, 5.2.3, 7.2.1.3, 7.3.1, 7.3.5, 7.4,
8.1.1, 8.2.1, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 14.3.2,
15.1.5.1, 15.2.5
Contract Time, Definition of
8.1.1
CONTRACTOR
3

Contractor, Definition of
 3.1, 6.1.2
 Contractor's Construction Schedules
 3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
 Contractor's Employees
 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3,
 11.1.1, 11.3.7, 14.1, 14.2.1.1
 Contractor's Liability Insurance
 11.1
 Contractor's Relationship with Separate Contractors
 and Owner's Forces
 3.12.5, 3.14.2, 4.2.4, 6, 11.3.7, 12.1.2, 12.2.4
 Contractor's Relationship with Subcontractors
 1.2.2, 3.3.2, 3.18.1, 3.18.2, 5, 9.6.2, 9.6.7, 9.10.2,
 11.3.1.2, 11.3.7, 11.3.8
 Contractor's Relationship with the Architect
 1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5,
 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.3, 4.2, 5.2,
 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6,
 10.3, 11.3.7, 12, 13.5, 15.1.2, 15.2.1
 Contractor's Representations
 3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
 Contractor's Responsibility for Those Performing the
 Work
 3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8
 Contractor's Review of Contract Documents
 3.2
 Contractor's Right to Stop the Work
 9.7
 Contractor's Right to Terminate the Contract
 14.1, 15.1.6
 Contractor's Submittals
 3.10, 3.11, 3.12.4, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2,
 9.8.3, 9.9.1, 9.10.2, 9.10.3, 11.1.3, 11.4.2
 Contractor's Superintendent
 3.9, 10.2.6
 Contractor's Supervision and Construction
 Procedures
 1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4,
 7.1.3, 7.3.5, 7.3.7, 8.2, 10, 12, 14, 15.1.3
 Contractual Liability Insurance
 11.1.1.8, 11.2
 Coordination and Correlation
 1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
 Copies Furnished of Drawings and Specifications
 1.5, 2.2.5, 3.11
 Copyrights
 1.5, 3.17
 Correction of Work
 2.3, 2.4, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, 12.2
 Correlation and Intent of the Contract Documents
 1.2
 Cost, Definition of
 7.3.7
 Costs
 2.4, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3,
 7.3.3.3, 7.3.7, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6,
 11.3, 12.1.2, 12.2.1, 12.2.4, 13.5, 14
 Cutting and Patching
 3.14, 6.2.5
 Damage to Construction of Owner or Separate
 Contractors
 3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 11.1.1, 11.3,
 12.2.4
 Damage to the Work
 3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 11.3.1, 12.2.4
 Damages, Claims for
 3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1,
 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6
 Damages for Delay
 6.1.1, 8.3.3, 9.5.1.6, 9.7, 10.3.2
 Date of Commencement of the Work, Definition of
 8.1.2
 Date of Substantial Completion, Definition of
 8.1.3
 Day, Definition of
 8.1.4
 Decisions of the Architect
 3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 15.2, 6.3,
 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1,
 13.5.2, 14.2.2, 14.2.4, 15.1, 15.2
 Decisions to Withhold Certification
 9.4.1, 9.5, 9.7, 14.1.1.3
 Defective or Nonconforming Work, Acceptance,
 Rejection and Correction of
 2.3, 2.4, 3.5, 4.2.6, 6.2.5, 9.5.1, 9.5.2, 9.6.6, 9.8.2,
 9.9.3, 9.10.4, 12.2.1
 Definitions
 1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1,
 15.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1
 Delays and Extensions of Time
 3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7,
 10.3.2, 10.4, 14.3.2, 15.1.5, 15.2.5
 Disputes
 6.3, 7.3.9, 15.1, 15.2
 Documents and Samples at the Site
 3.11
 Drawings, Definition of
 1.1.5
 Drawings and Specifications, Use and Ownership of
 3.11
 Effective Date of Insurance
 8.2.2, 11.1.2
 Emergencies
 10.4, 14.1.1.2, 15.1.4
 Employees, Contractor's
 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2,
 10.3.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1
 Equipment, Labor, Materials or
 1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3,
 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

Execution and Progress of the Work
 1.1.3, 1.2.1, 1.2.2, 2.2.3, 2.2.5, 3.1, 3.3.1, 3.4.1, 3.5,
 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.5, 8.2,
 9.5.1, 9.9.1, 10.2, 10.3, 12.2, 14.2, 14.3.1, 15.1.3
 Extensions of Time
 3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2,
 10.4, 14.3, 15.1.5, 15.2.5
 Failure of Payment
 9.5.1.3, 9.7, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2
 Faulty Work
 (See Defective or Nonconforming Work)
 Final Completion and Final Payment
 4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.3.1, 11.3.5,
 12.3, 14.2.4, 14.4.3
 Financial Arrangements, Owner's
 2.2.1, 13.2.2, 14.1.1.4
 Fire and Extended Coverage Insurance
 11.3.1.1
 GENERAL PROVISIONS
 1
 Governing Law
 13.1
 Guarantees (See Warranty)
 Hazardous Materials
 10.2.4, 10.3
 Identification of Subcontractors and Suppliers
 5.2.1
 Indemnification
 3.17, 3.18, 9.10.2, 10.3.3, 10.3.5, 10.3.6, 11.3.1.2,
 11.3.7
 Information and Services Required of the Owner
 2.1.2, 2.2, 3.2.2, 3.12.4, 3.12.10, 6.1.3, 6.1.4, 6.2.5,
 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.4, 13.5.1,
 13.5.2, 14.1.1.4, 14.1.4, 15.1.3
 Initial Decision
 15.2
 Initial Decision Maker, Definition of
 1.1.8
 Initial Decision Maker, Decisions
 14.2.2, 14.2.4, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
 Initial Decision Maker, Extent of Authority
 14.2.2, 14.2.4, 15.1.3, 15.2.1, 15.2.2, 15.2.3, 15.2.4,
 15.2.5
 Injury or Damage to Person or Property
 10.2.8, 10.4
 Inspections
 3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,
 9.9.2, 9.10.1, 12.2.1, 13.5
 Instructions to Bidders
 1.1.1
 Instructions to the Contractor
 3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.5.2
 Instruments of Service, Definition of
 1.1.7
 Insurance
 3.18.1, 6.1.1, 7.3.7, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 11
 Insurance, Boiler and Machinery

11.3.2
 Insurance, Contractor's Liability
 11.1
 Insurance, Effective Date of
 8.2.2, 11.1.2
 Insurance, Loss of Use
 11.3.3
 Insurance, Owner's Liability
 11.2
 Insurance, Property
 10.2.5, 11.3
 Insurance, Stored Materials
 9.3.2
 INSURANCE AND BONDS
 11
 Insurance Companies, Consent to Partial Occupancy
 9.9.1
 Intent of the Contract Documents
 1.2.1, 4.2.7, 4.2.12, 4.2.13, 7.4
 Interest
 13.6
 Interpretation
 1.2.3, 1.4, 4.1.1, 5.1, 6.1.2, 15.1.1
 Interpretations, Written
 4.2.11, 4.2.12, 15.1.4
 Judgment on Final Award
 15.4.2
 Labor and Materials, Equipment
 1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3,
 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
 Labor Disputes
 8.3.1
 Laws and Regulations
 1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1,
 10.2.2, 11.1.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6,
 14, 15.2.8, 15.4
 Liens
 2.1.2, 9.3.3, 9.10.2, 9.10.4, 15.2.8
 Limitations, Statutes of
 12.2.5, 13.7, 15.4.1.1
 Limitations of Liability
 2.3, 3.2.2, 3.5, 3.12.10, 3.17, 3.18.1, 4.2.6, 4.2.7,
 4.2.12, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 10.2.5, 10.3.3,
 11.1.2, 11.2, 11.3.7, 12.2.5, 13.4.2
 Limitations of Time
 2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,
 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,
 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 11.3.1.5,
 11.3.6, 11.3.10, 12.2, 13.5, 13.7, 14, 15
 Loss of Use Insurance
 11.3.3
 Material Suppliers
 1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.6, 9.10.5
 Materials, Hazardous
 10.2.4, 10.3
 Materials, Labor, Equipment and

1.1.3, 1.1.6, 1.5.1, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2
Means, Methods, Techniques, Sequences and Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2
Mechanic's Lien
2.1.2, 15.2.8
Mediation
8.3.1, 10.3.5, 10.3.6, 15.2.1, 15.2.5, 15.2.6, 15.3, 15.4.1
Minor Changes in the Work
1.1.1, 3.12.8, 4.2.8, 7.1, 7.4
MISCELLANEOUS PROVISIONS
13
Modifications, Definition of
1.1.1
Modifications to the Contract
1.1.1, 1.1.2, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2, 11.3.1
Mutual Responsibility
6.2
Nonconforming Work, Acceptance of
9.6.6, 9.9.3, 12.3
Nonconforming Work, Rejection and Correction of
2.3, 2.4, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Notice
2.2.1, 2.3, 2.4, 3.2.4, 3.3.1, 3.7.2, 3.12.9, 5.2.1, 9.7, 9.10, 10.2.2, 11.1.3, 12.2.2.1, 13.3, 13.5.1, 13.5.2, 14.1, 14.2, 15.2.8, 15.4.1
Notice, Written
2.3, 2.4, 3.3.1, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 11.3.6, 12.2.2.1, 13.3, 14, 15.2.8, 15.4.1
Notice of Claims
3.7.4, 10.2.8, 15.1.2, 15.4
Notice of Testing and Inspections
13.5.1, 13.5.2
Observations, Contractor's
3.2, 3.7.4
Occupancy
2.2.2, 9.6.6, 9.8, 11.3.1.5
Orders, Written
1.1.1, 2.3, 3.9.2, 7, 8.2.2, 11.3.9, 12.1, 12.2.2.1, 13.5.2, 14.3.1
OWNER
2
Owner, Definition of
2.1.1
Owner, Information and Services Required of the
2.1.2, 2.2, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.3, 13.5.1, 13.5.2, 14.1.1.4, 14.1.4, 15.1.3
Owner's Authority
1.5, 2.1.1, 2.3, 2.4, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.1.3, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1,

7.3.1, 8.2.2, 8.3.1, 9.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.1.3, 11.3.3, 11.3.10, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7
Owner's Financial Capability
2.2.1, 13.2.2, 14.1.1.4
Owner's Liability Insurance
11.2
Owner's Relationship with Subcontractors
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2
Owner's Right to Carry Out the Work
2.4, 14.2.2
Owner's Right to Clean Up
6.3
Owner's Right to Perform Construction and to Award Separate Contracts
6.1
Owner's Right to Stop the Work
2.3
Owner's Right to Suspend the Work
14.3
Owner's Right to Terminate the Contract
14.2
Ownership and Use of Drawings, Specifications and Other Instruments of Service
1.1.1, 1.1.6, 1.1.7, 1.5, 2.2.5, 3.2.2, 3.11, 3.17, 4.2.12, 5.3
Partial Occupancy or Use
9.6.6, 9.9, 11.3.1.5
Patching, Cutting and
3.14, 6.2.5
Patents
3.17
Payment, Applications for
4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3
Payment, Certificates for
4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 13.7, 14.1.1.3, 14.2.4
Payment, Failure of
9.5.1.3, 9.7, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2
Payment, Final
4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.4.1, 12.3, 13.7, 14.2.4, 14.4.3
Payment Bond, Performance Bond and
7.3.7.4, 9.6.7, 9.10.3, 11.4
Payments, Progress
9.3, 9.6, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3
PAYMENTS AND COMPLETION
9
Payments to Subcontractors
5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2
PCB
10.3.1
Performance Bond and Payment Bond
7.3.7.4, 9.6.7, 9.10.3, 11.4
Permits, Fees, Notices and Compliance with Laws
2.2.2, 3.7, 3.13, 7.3.7.4, 10.2.2

PERSONS AND PROPERTY, PROTECTION OF
 10
 Polychlorinated Biphenyl
 10.3.1
 Product Data, Definition of
 3.12.2
 Product Data and Samples, Shop Drawings
 3.11, 3.12, 4.2.7
 Progress and Completion
 4.2.2, 8.2, 9.8, 9.9.1, 14.1.4, 15.1.3
 Progress Payments
 9.3, 9.6, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3
 Project, Definition of
 1.1.4
 Project Representatives
 4.2.10
 Property Insurance
 10.2.5, 11.3
 PROTECTION OF PERSONS AND PROPERTY
 10
 Regulations and Laws
 1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1,
 10.2.2, 11.1, 11.4, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14,
 15.2.8, 15.4
 Rejection of Work
 3.5, 4.2.6, 12.2.1
 Releases and Waivers of Liens
 9.10.2
 Representations
 3.2.1, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.4.2, 9.5.1,
 9.8.2, 9.10.1
 Representatives
 2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.1, 4.2.2, 4.2.10, 5.1.1,
 5.1.2, 13.2.1
 Responsibility for Those Performing the Work
 3.3.2, 3.18, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10
 Retainage
 9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
 Review of Contract Documents and Field Conditions
 by Contractor
 3.2, 3.12.7, 6.1.3
 Review of Contractor's Submittals by Owner and
 Architect
 3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
 Review of Shop Drawings, Product Data and
 Samples by Contractor
 3.12
 Rights and Remedies
 1.1.2, 2.3, 2.4, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1,
 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.2, 12.2.4,
 13.4, 14, 15.4
 Royalties, Patents and Copyrights
 3.17
 Rules and Notices for Arbitration
 15.4.1
 Safety of Persons and Property
 10.2, 10.4

Safety Precautions and Programs
 3.3.1, 4.2.2, 4.2.7, 5.3, 10.1, 10.2, 10.4
 Samples, Definition of
 3.12.3
 Samples, Shop Drawings, Product Data and
 3.11, 3.12, 4.2.7
 Samples at the Site, Documents and
 3.11
 Schedule of Values
 9.2, 9.3.1
 Schedules, Construction
 3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
 Separate Contracts and Contractors
 1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
 Shop Drawings, Definition of
 3.12.1
 Shop Drawings, Product Data and Samples
 3.11, 3.12, 4.2.7
 Site, Use of
 3.13, 6.1.1, 6.2.1
 Site Inspections
 3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.4.2, 9.10.1, 13.5
 Site Visits, Architect's
 3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5
 Special Inspections and Testing
 4.2.6, 12.2.1, 13.5
 Specifications, Definition of
 1.1.6
 Specifications
 1.1.1, 1.1.6, 1.2.2, 1.5, 3.11, 3.12.10, 3.17, 4.2.14
 Statute of Limitations
 13.7, 15.4.1.1
 Stopping the Work
 2.3, 9.7, 10.3, 14.1
 Stored Materials
 6.2.1, 9.3.2, 10.2.1.2, 10.2.4
 Subcontractor, Definition of
 5.1.1
 SUBCONTRACTORS
 5
 Subcontractors, Work by
 1.2.2, 3.3.2, 3.12.1, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2,
 9.6.7
 Subcontractual Relations
 5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1
 Submittals
 3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.7, 9.2, 9.3,
 9.8, 9.9.1, 9.10.2, 9.10.3, 11.1.3
 Submittal Schedule
 3.10.2, 3.12.5, 4.2.7
 Subrogation, Waivers of
 6.1.1, 11.3.7
 Substantial Completion
 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3,
 12.2, 13.7
 Substantial Completion, Definition of
 9.8.1

Substitution of Subcontractors	2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2,
5.2.3, 5.2.4	5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,
Substitution of Architect	9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 12.2, 13.5,
4.1.3	13.7, 14, 15.1.2, 15.4
Substitutions of Materials	Time Limits on Claims
3.4.2, 3.5, 7.3.8	3.7.4, 10.2.8, 13.7, 15.1.2
Sub-subcontractor, Definition of	Title to Work
5.1.2	9.3.2, 9.3.3
Subsurface Conditions	Transmission of Data in Digital Form
3.7.4	1.6
Successors and Assigns	UNCOVERING AND CORRECTION OF WORK
13.2	12
Superintendent	Uncovering of Work
3.9, 10.2.6	12.1
Supervision and Construction Procedures	Unforeseen Conditions, Concealed or Unknown
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4,	3.7.4, 8.3.1, 10.3
7.1.3, 7.3.7, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.3	Unit Prices
Surety	7.3.3.2, 7.3.4
5.4.1.2, 9.8.5, 9.10.2, 9.10.3, 14.2.2, 15.2.7	Use of Documents
Surety, Consent of	1.1.1, 1.5, 2.2.5, 3.12.6, 5.3
9.10.2, 9.10.3	Use of Site
Surveys	3.13, 6.1.1, 6.2.1
2.2.3	Values, Schedule of
Suspension by the Owner for Convenience	9.2, 9.3.1
14.3	Waiver of Claims by the Architect
Suspension of the Work	13.4.2
5.4.2, 14.3	Waiver of Claims by the Contractor
Suspension or Termination of the Contract	9.10.5, 13.4.2, 15.1.6
5.4.1.1, 14	Waiver of Claims by the Owner
Taxes	9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.4.2, 14.2.4, 15.1.6
3.6, 3.8.2.1, 7.3.7.4	Waiver of Consequential Damages
Termination by the Contractor	14.2.4, 15.1.6
14.1, 15.1.6	Waiver of Liens
Termination by the Owner for Cause	9.10.2, 9.10.4
5.4.1.1, 14.2, 15.1.6	Waivers of Subrogation
Termination by the Owner for Convenience	6.1.1, 11.3.7
14.4	Warranty
Termination of the Architect	3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.4, 12.2.2, 13.7
4.1.3	Weather Delays
Termination of the Contractor	15.1.5.2
14.2.2	Work, Definition of
TERMINATION OR SUSPENSION OF THE	1.1.3
CONTRACT	Written Consent
14	1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5,
Tests and Inspections	9.9.1, 9.10.2, 9.10.3, 11.4.1, 13.2, 13.4.2, 15.4.4.2
3.1.3, 3.3.3, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2,	Written Interpretations
9.10.1, 10.3.2, 11.4.1, 12.2.1, 13.5	4.2.11, 4.2.12
TIME	Written Notice
8	2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 5.2.1, 8.2.2, 9.7,
Time, Delays and Extensions of	9.10, 10.2.2, 10.3, 11.1.3, 12.2.2, 12.2.4, 13.3, 14,
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7,	15.4.1
10.3.2, 10.4, 14.3.2, 15.1.5, 15.2.5	Written Orders
Time Limits	1.1.1, 2.3, 3.9, 7, 8.2.2, 12.1, 12.2, 13.5.2, 14.3.1,
	15.1.2

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

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

§ 1.1.2 THE CONTRACT

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

§ 1.1.3 THE WORK

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

§ 1.1.4 THE PROJECT

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

§ 1.1.5 THE DRAWINGS

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

§ 1.1.6 THE SPECIFICATIONS

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

§ 1.1.7 INSTRUMENTS OF SERVICE

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

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

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

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

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

§ 1.3 CAPITALIZATION

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

§ 1.4 INTERPRETATION

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

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

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

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

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

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

ARTICLE 2 OWNER

§ 2.1 GENERAL

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

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

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner’s ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or

the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

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

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

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

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

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

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

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

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

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

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

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

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

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

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

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

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other

facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

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

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

§ 3.5 WARRANTY

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

§ 3.6 TAXES

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

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

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

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

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

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume

the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 SUPERINTENDENT

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

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

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

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

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

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

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

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

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

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

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

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

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

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

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

required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

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

§ 3.14 CUTTING AND PATCHING

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

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

§ 3.15 CLEANING UP

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

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

§ 3.16 ACCESS TO WORK

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

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

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

§ 3.18 INDEMNIFICATION

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

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

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

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

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

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

§ 4.2 ADMINISTRATION OF THE CONTRACT

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

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

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

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

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

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

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

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

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

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

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

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

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

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

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

§ 5.3 SUBCONTRACTUAL RELATIONS

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

be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

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

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

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

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

§ 6.2 MUTUAL RESPONSIBILITY

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that

the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

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

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

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

§ 6.3 OWNER'S RIGHT TO CLEAN UP

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

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

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

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

§ 7.2 CHANGE ORDERS

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

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

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

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

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

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

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

.4 As provided in Section 7.3.7.

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

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

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

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

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

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

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

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

§ 7.4 MINOR CHANGES IN THE WORK

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

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

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

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

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

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

§ 8.2 PROGRESS AND COMPLETION

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

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

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

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

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

§ 9.2 SCHEDULE OF VALUES

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

§ 9.3 APPLICATIONS FOR PAYMENT

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

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

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

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

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

§ 9.4 CERTIFICATES FOR PAYMENT

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

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

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;

- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

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

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

§ 9.6 PROGRESS PAYMENTS

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

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

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

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

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

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

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

§ 9.7 FAILURE OF PAYMENT

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

appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

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

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

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

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

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

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

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

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect

will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

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

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

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

§ 10.2 SAFETY OF PERSONS AND PROPERTY

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

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

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

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

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

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

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

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

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

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

§ 10.3 HAZARDOUS MATERIALS

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

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

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

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

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

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

§ 10.4 EMERGENCIES

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

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

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

of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

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

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

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

§ 11.3 PROPERTY INSURANCE

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

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

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

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

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

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or

otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

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

§ 11.3.3 LOSS OF USE INSURANCE

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

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

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

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

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

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

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the

Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

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

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

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

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

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

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

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

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

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

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

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

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 SUCCESSORS AND ASSIGNS

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

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

§ 13.3 WRITTEN NOTICE

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

§ 13.4 RIGHTS AND REMEDIES

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

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

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

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

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

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

§ 13.6 INTEREST

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

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

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

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

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

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

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

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

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

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

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

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

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

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

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

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

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

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

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

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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

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

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

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

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

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

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

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

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

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

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

§ 15.4 ARBITRATION

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

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

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

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

§ 15.4.4 CONSOLIDATION OR JOINDER

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

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an

additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

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

AIA® Document A101® – 2017

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

AGREEMENT made as of the Twenty-seventh day of January in the year Two Thousand and Twenty One
(In words, indicate day, month and year.)

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

Dinwiddie County Public Schools
P.O. Box 7
14016 Boydton Plank Road
Dinwiddie, Virginia 23841

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

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

Southside Elementary School - Rooftop Unit Replacement
10305 Boydton Plank Road
Dinwiddie, Virginia 23841

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

RRMM Architects
115 South 15th Street, Suite 202
Richmond, Virginia 23219

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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

TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☐ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:

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

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

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

§ 3.3 Substantial Completion

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

Init.

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User Notes:

(3B9ADA49)

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

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

☐ By the following date:

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

Portion of Work

Substantial Completion Date

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

ARTICLE 4 CONTRACT SUM

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

§ 4.2 Alternates

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

Item

Price

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

Item

Price

Conditions for Acceptance

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

Item

Price

§ 4.4 Unit prices, if any:

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

Item

Units and Limitations

Price per Unit (\$0.00)

§ 4.5 Liquidated damages, if any:

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

§ 4.6 Other:

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

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

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

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

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

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

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

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

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

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

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

§ 5.1.7 Retainage

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

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

§ 5.1.7.1.1 The following items are not subject to retainage:

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

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

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

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

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

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

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

§ 5.2 Final Payment

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

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

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

§ 5.3 Interest

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

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

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

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

§ 6.2 Binding Dispute Resolution

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

(Check the appropriate box.)

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

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:

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

§ 8.3 The Contractor's representative:

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

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

§ 8.5 Insurance and Bonds

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

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

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

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

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

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

.6 Specifications

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

.7 Addenda, if any:

Number	Date	Pages
--------	------	-------

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

.8 Other Exhibits:

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

Init.

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

☐ The Sustainability Plan:

Title	Date	Pages
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☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.9 Other documents, if any, listed below:

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

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

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

SECTION 010800 - CODE OF CONDUCT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

1.2. SUMMARY

- A. This Section specifies administrative and procedural requirements for the prescribed Code of Conduct while working on school premises.

1.3. CONDUCT

- A. The following rules shall apply at all times that students, faculty and staff are on the premises:

1. Owner's Representatives are on site to assist the Contractor (and his subcontractors) in coordination of the Work at the school, and with any required interaction between school personnel. They shall be the only means of communication between the Contractor (and his subcontractors) and persons at the school, except in life threatening emergencies.
2. Minor first-time violation of this relationship will result in a warning or removal from the project. Repeated violations will result in removal from the project.
3. Construction workers shall under no circumstances consult with the school principal and / or teachers regarding any issue of a construction nature, except as noted above.
4. All Contractors (subcontractors) shall wear a colored identification badge while on school premises. Failure to do so is reason for removal from the Job Site.
5. The General Contractor will distribute and maintain badges in accordance with Owner guidelines.
6. Fraternalization between construction workers and teachers or students is strictly prohibited. Any contact deviating from normal courteous behavior will be considered reason for removal from the project.
7. If any student or teacher persist in disrupting the activities of construction work, the Owner's representative shall be notified immediately. Any work proceeding at the direction of a teacher, administrator or staff may result in the work being undone, corrected in accordance with the Contract Documents, or no compensation to the contractor.
8. Use of vulgar, suggestive or abusive language is strictly prohibited in the presence of or within earshot of teachers, students, school administrators or staff.
9. Consumption of alcohol or alcohol containing beverages is strictly prohibited on school grounds.
10. Use and / or possession of any controlled substance or substances considered to be illegal are strictly prohibited on school grounds. Any violation will result in removal from the project, and violator shall be turned over to the proper authorities.
11. Use and / or possession of any firearms or weapons considered to be illegal are strictly prohibited on school grounds. Any violation will result in removal from the project, and

ROOFTOP UNIT REPLACEMENT
SOUTHSIDE ELEMENTARY SCHOOL
MJT PROJECT NO. 20-081

- violator shall be turned over to the proper authorities.
12. Cigarette smoking is prohibited on school grounds.
 13. The use of personal radios / stereos is not permitted.
 14. Construction workers shall not use the restrooms throughout the school facility.
 15. Contractors shall park in designated areas only.
 16. All construction materials and equipment shall be safely secured and stored when not in use.
 17. Any demolition work shall not cause any disruption of communication or fire alarm system in occupied areas.
 18. All construction work shall be performed to minimize disruption to any school activity. This may require the contractor to schedule work during off peak hours, and shall be accounted for by the contractor during scheduling and included within the bid. Any conflicts shall be brought to the attention of the Architect and Owner's representative prior to proceeding with the work.
 19. Construction workers are not permitted free access to the school: Access shall be limited to specific task of construction in designated areas only. The school shall not be used as a shortcut from one portion of construction Work to another, unless specifically designated as a construction route by the Contract Documents or the Owner's representative. This shall apply at all times during the Work without exception.
 20. Adequate temporary lighting shall be provided in all demolished / construction areas, including provisions for parking areas which remain in use subsequent to removal of fixtures.
 21. Fire exits may not be blocked. (except as indicated in the documents, and as directed by the local authority having jurisdiction)
 22. School dumpsters are not for construction debris. The contractor shall provide suitable equipment for prompt and safe removal of all construction debris.
 23. Adequate ventilation must be maintained during welding or torch cutting procedures. In addition, spark screens shall be used and adequate fire extinguishing equipment shall be present. All standard safety procedures shall be observed.
 24. Appropriate barricading, fencing and signage shall be used to clearly indicate areas of on-going construction, material storage, or any other condition that may create an unsafe environment for non-construction workers.
 25. The Contractor is responsible for the safety, security, and cleanliness of all school property which may remain in the assigned areas of construction.
 26. For the Contractor's protection, he may solicit the confirmation of the quantity, quality, etc. of the items of concern with the Owner's representative prior to occupancy. Any shortages or damages noted upon returning to the area of the school shall be considered the Contractor's responsibility. This is of special concern in areas where items (such as athletic equipment) are stored. This shall also include, but not be limited to, damage to carpet, vinyl floor, painted walls, blackboards, bulletin boards, clocks, speakers and furniture.
 27. Eating from the school cafeteria is not permitted.
 28. Fumes from work that occurs adjacent to HVAC intake or exhaust areas shall be blocked so that they do not enter into the HVAC system.

1.4 RESPONSIBILITIES

A. Contractor's responsibilities shall include but not be limited to the following:

1. Owner's Representatives shall be informed and kept advised of all construction activities at the school. They will assist the Contractor in coordination of the Work effecting school

- systems, such as electrical, mechanical, plumbing, telephone, etc.
2. A minimum 48-hour notice is required prior to disruption of utilities or services to the school.
 3. Owner's Representatives shall be informed and kept advised of the schedule for classroom turnover, and the need to have spaces vacated for construction.
 4. Owner's Representatives shall be kept advised of any disruptions or concerns that develop at the school, or with any persons at the school not related to the construction.
 5. The General Contractor shall have an authorized and qualified representative, project manager or superintendent *on the site at all times* during which Work is proceeding. *No exceptions.*

1.5 SPECIAL COORDINATION AND COOPERATION

- A. Owner Occupancy of Existing School Facility: The Owner may occupy all or portions of the existing school facility outside of the construction contract limits for each phase of the construction during some of the construction period. The Contractor shall cooperate with the Owner during the construction period to minimize conflicts and facilitate Owner's usage of the building / premises.
- B. The Contractor shall be responsible for scheduling Work so as not to interfere with the Owner's normal operations.
- C. To best facilitate the continued operation of the school (while in session), determine with the Owner a general sequence of construction. The additions can generally be constructed with minimal disturbance of the existing school operation. There will be the need to provide construction tunnels for Life Safety issues. See Plans.
- D. Generally, renovations shall be accomplished when areas are vacant or when school is not in session, with full access to the building unless noted otherwise.
- E. Where isolating work areas requires closing off existing exit-ways, work shall be coordinated with the Owner and the Fire Marshall, providing and maintaining safe egress from the building.
- F. Certain items / materials indicated for removal shall be salvaged and turned over to the Owner.
- G. The Contractor shall be advised of the schedule required for the installation of loose furniture, equipment, appliances, etc. as provided by the Owner under separate contract(s) in order to allow time for installation by the owner's forces.

END OF SECTION 010800

SECTION 012000 - APPLICATIONS FOR PAYMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements governing the Contractor's Applications for Payment.
- B. Coordinate the Schedule of Values and Applications for Payment with the Contractor's Construction Schedule, List of Subcontracts, and Submittal Schedule.
- C. The Contractor's Construction Schedule and Submittal Schedule are included in Section "Submittals".

1.3 SCHEDULE OF VALUES

- A. Coordinate preparation of the Schedule of Values with preparation of the Contractor's Construction Schedule.
- B. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
 - 1. Contractor's construction schedule.
 - 2. Application for Payment form.
 - 3. List of subcontractors.
 - 4. List of products.
 - 5. List of principal suppliers and fabricators.
 - 6. Schedule of submittals.
- C. Submit the Schedule of Values to the Engineer within ten (10) days after receipt of the Notice to Proceed, unless otherwise directed by the Owner.
- D. Use the Project Manual Table of Contents as a guide to establish the format for the Schedule of Values.
- E. Include the following Project identification on the Schedule of Values:
 - 1. Project name and location.
 - 2. Name of the Engineer.
 - 3. Project number.

4. Contractor's name and address.
 5. Date of submittal.
- F. Arrange the Schedule of Values in a tabular form with separate columns to indicate the following for each item listed:
1. Generic name.
 2. Related Specification Section.
 3. Name of subcontractor.
 4. Name of manufacturer or fabricator.
 5. Name of supplier.
 6. Change Orders (numbers) that have affected value.
 7. Dollar value.
 8. Percentage of Contract Sum to the nearest one-hundredth percent, adjusted to total 100 percent.
- G. Provide a breakdown of the Contract Sum in accordance with requirements of the General Conditions and in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Break principal subcontract amounts down into several line items.
- H. Round amounts off to the nearest whole dollar; the total shall equal the Contract Sum.
- I. For each part of the Work where an Application for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed, provide separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
- J. Margins of Cost: Show line items for indirect costs, and margins on actual costs, only to the extent that such items will be listed individually in Applications for Payment. Each item in the Schedule of Values and Applications for Payment shall be complete including its total cost and proportionate share of general overhead and profit margin.
- K. At the Contractor's option, temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown as separate line items in the Schedule of Values or distributed as general overhead expense.
- L. Schedule Updating: Update and resubmit the Schedule of Values when Change Orders or Construction Change Directives result in a change in the Contract Sum.
- 1.4 APPLICATIONS FOR PAYMENT
- A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Engineer and paid for by the Owner.
- B. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.

ROOFTOP UNIT REPLACEMENT
SOUTHSIDE ELEMENTARY SCHOOL
MJT PROJECT NO. 20-081

- C. Payment Application Times: Each progress payment date is as indicated in the General Conditions. The period of construction Work covered by each Application or Payment is the period indicated in the General Conditions.
- D. Payment Application Forms: Use AIA Document G 702 and Continuation Sheets G 703 as the form for Application for Payment.
- E. Application Preparation: Complete every entry on the form, including notarization and execution by person authorized to sign legal documents on behalf of the Owner. Incomplete applications will be returned without action.
 - 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions have been made.
 - 2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.
 - 3. Email a "pencil copy" to the Engineer for review and concurrence prior to sending the hard copies.
- F. Transmittal: Submit 3 executed copies of each Application for Payment to the Engineer by means ensuring receipt within 24 hours; one copy shall be complete, including waivers of lien, invoices for stored on site material, and similar attachments, when required.
 - 1. Mail hard copies to: Construction Administration Department, 22 Enterprise Parkway, Suite 200, Hampton Virginia 23666.
 - 2. Transmit each copy with a transmittal form listing attachments, and recording appropriate information related to the application in a manner acceptable to the Architect.
- G. Waivers of Mechanics Lien: With each Application for Payment submit waivers of mechanics liens from subcontractors or sub-subcontractors and suppliers for the construction period covered by the previous application.
 - 1. Submit partial waivers on each item for the amount requested, prior to deduction for retainage, on each item.
 - 2. When an application shows completion of an item, submit final or full waivers.
 - 3. The Owner reserves the right to designate which entities involved in the Work must Submit waivers.
 - 4. Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of Work covered by the application who could lawfully be entitled to a lien.
- H. Waiver Forms: Submit waivers of lien on forms, and executed in a manner, acceptable to Owner.
- I. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:
 - 1. List of subcontractors.
 - 2. Schedule of Values.
 - 3. Contractor's Construction Schedule (preliminary if not final).
 - 4. Submittal Schedule (preliminary if not final).

ROOFTOP UNIT REPLACEMENT
SOUTHSIDE ELEMENTARY SCHOOL
MJT PROJECT NO. 20-081

5. Copies of building permits
 6. Copies of authorizations and licenses from governing authorities for performance of the Work.
 7. Initial progress report.
 8. Report of pre-construction meeting.
 9. Certificates of insurance and insurance policies.
 10. Performance and payment bonds (if required).
 11. Data needed to acquire Owner's insurance.
- J. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment; this application shall reflect any Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
1. Administrative actions and submittals that shall proceed or coincide with this application include:
 - a. Occupancy permits and similar approvals.
 - b. Test/adjust/balance records.
 - c. Maintenance instructions.
 - d. Start-up performance reports.
 - e. Change-over information related to Owner's use, operation and maintenance.
 - f. Final cleaning.
 - g. Application for reduction of retainage, and consent of surety.
 - h. Advice on shifting insurance coverages.
 - i. List of Incomplete Work, recognized as exceptions to Architect's Certificate of Substantial Completion.
 - j. Waivers of Mechanics Liens.
 - k. Items required by the General Conditions.
- K. Final Payment Application: Administrative actions and submittals which must precede or coincide with submittal of the final payment Application for Payment include the following:
1. Completion of Project closeout requirements.
 2. Completion of items specified for completion after Substantial Completion.
 3. Assurance that unsettled claims will be settled.
 4. Assurance that Work not complete and accepted will be completed without undue delay.
 5. Transmittal of required Project construction records to Owner.
 6. Proof that tax, fees and similar obligations have been paid.
 7. Removal of temporary facilities and services.
 8. Removal of surplus materials, rubbish and similar elements.
 9. Final waiver of Mechanics Liens.
 10. Items required by the General Conditions.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

ROOFTOP UNIT REPLACEMENT
SOUTHSIDE ELEMENTARY SCHOOL
MJT PROJECT NO. 20-081

END OF SECTION 012000

SECTION 012500 - PRODUCT SUBSTITUTIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling requests for substitutions made after award of the Contract.
- B. The Contractor's Construction Schedule and the Schedule of Submittals are included under Section 013300, "Submittals".
- C. Standards: Refer to Section 014219 "Reference Standards and Definitions" for applicability of industry standards to products specified.
- D. Procedural requirements governing the Contractor's selection of products and product options are included under Section 018700 "Materials and Equipment".

1.3 DEFINITIONS

- A. Definitions used in this Article are not intended to change or modify the meaning of other terms used in the Contract Documents.
- B. Substitutions: Requests for changes in products, materials, equipment, and methods of construction required by Contract Documents proposed by the Contractor after award of the Contract are considered requests for "substitutions." The following are not considered substitutions:
 - 1. Substitutions requested by Bidders during the bidding period, and accepted prior to award of Contract, are considered as included in the Contract Documents and are not subject to requirements specified in this Section for substitutions.
 - 2. Revisions to Contract Documents requested by the Owner.
 - 3. Specified options of products and construction methods included in Contract Documents.
 - 4. The Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.

1.4 SUBMITTALS

ROOFTOP UNIT REPLACEMENT
SOUTHSIDE ELEMENTARY SCHOOL
MJT PROJECT NO. 20-081

- A. Substitution Request Submittal: Requests for substitution will be considered if received within 30 days after commencement of the Work. Requests received more than 30 days after commencement of the Work may be considered or rejected at the discretion of the Engineer.
- B. Submit 6 copies of each request for substitution for consideration. Submit requests in the form and in accordance with procedures required for Change Order proposals.
- C. Identify the product, or the fabrication or installation method to be replaced in each request. Include related Specification Section and Drawing numbers. Provide complete documentation showing compliance with the requirements for substitutions, and the following information, as appropriate:
 - 1. Product Data, including Drawings and descriptions of products, fabrication and installation procedures.
 - 2. Samples, where applicable or requested.
 - 3. A detailed comparison of significant qualities of the proposed substitution with those of the Work specified. Significant qualities may include elements such as size, weight, durability, performance and visual effect.
 - 4. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and separate Contractors that will become necessary to accommodate the proposed substitution.
 - 5. A statement indicating the substitution's effect on the Contractor's Construction Schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.
 - 6. Cost information, including a proposal of the net change, if any in the Contract Sum.
 - 7. Certification by the Contractor that the substitution proposed is equal-to or better in every significant respect to that required by the Contract Documents, and that it will perform adequately in the application indicated. Include the Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of the failure of the substitution to perform adequately.
- D. Engineer's Action: Within 10 days of receipt of the request for substitution, the Engineer will request additional information or documentation necessary for evaluation of the request. Within 14 days of receipt of the request, or 14 days of receipt of the additional information or documentation, which ever is later, the Engineer will notify the Contractor of acceptance or rejection of the proposed substitution. If a decision on use of a proposed substitute cannot be made or obtained within the time allocated, use the product specified by name. Acceptance will be in the form of a Change Order.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

- A. Conditions: The Contractor's substitution request will be received and considered by the Engineer when one or more of the following conditions are satisfied, as determined by the Engineer; otherwise requests will be returned without action except to record noncompliance with these requirements.

ROOFTOP UNIT REPLACEMENT
SOUTHSIDE ELEMENTARY SCHOOL
MJT PROJECT NO. 20-081

1. Extensive revisions to Contract Documents are not required.
2. Proposed changes are in keeping with the general intent of Contract Documents.
3. The request is timely, fully documented and properly submitted.
4. The request is directly related to an "or equal" clause or similar language in the Contract Documents.
5. The specified product or method of construction cannot be provided within the Contract Time. The request will not be considered if the product or method cannot be provided as a result of failure to pursue the Work promptly or coordinate activities properly.
6. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
7. A substantial advantage is offered the Owner, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities the Owner may be required to bear. Additional responsibilities for the Owner may include additional compensation to the Engineer for redesign and evaluation services, increased cost of other construction by the Owner or separate Contractors, and similar considerations.
8. The specified product or method of construction cannot be provided in a manner that is compatible with other materials, and where the Contractor certifies that the substitution will overcome the incompatibility.
9. The specified product or method of construction cannot be coordinated with other materials, and where the Contractor certifies that the proposed substitution can be coordinated.
10. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution provide the required warranty.

The Contractor's submittal and Engineer's acceptance of Shop Drawings, Product Data or Samples that relate to construction activities not complying with the Contract Documents does not constitute an acceptable or valid request for substitution, nor does it constitute approval.

PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION 012500

SECTION 012600 - MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing contract modifications.

1.3 MINOR CHANGES IN THE WORK

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

1.4 CHANGE ORDER PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: The Engineer will issue a detailed description of proposed changes in the Work that will require adjustment to the Contract Sum or Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
- B. Proposal requests issued by the Engineer are for information only. Do not consider them as an instruction either to stop work in progress or to execute the proposed change.
- C. Within 10 days of receipt of a proposal request, submit an estimate of cost necessary to execute the change to the Engineer for the Owner's review.
 - 1. Include a list of quantities of products required and unit costs, with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
 - 2. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - 3. Include a statement indicating the effect the proposed change in the Work will have on the Contract Time.
- D. Contractor-Initiated Proposals: When latent or unforeseen conditions require modifications to the Contract, the Contractor may propose changes by submitting a request for a change to the Engineer.

1. Include a statement outlining the reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and Contract Time.
2. Include a list of quantities of products required and unit costs, with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Comply with requirements in Section 012500, "Product Substitutions" if the proposed change requires substitution of one product or system for a product or system specified.

E. Proposal Request Form: Use AIA Document G709 for Change Order Proposal Requests.

1.5 CONSTRUCTION CHANGE DIRECTIVE

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

1.6 CHANGE ORDER PROCEDURES

- A. Upon the Owner's approval of a Proposal Request, the Engineer will issue a Change Order for signatures of the Owner and the Contractor on AIA Form G701.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION 012600

SECTION 013100 - PROJECT COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and supervisory requirements necessary for Project coordination including, but not necessarily limited to:
 - 1. Coordination.
 - 2. Administrative and supervisory personnel.
 - 3. General installation provisions.
 - 4. Cleaning and protection.
- B. Progress meetings, coordination meetings and pre-installation conferences are included in Section 013119, "Project Meetings".
- C. Requirements for the Contractor's Construction Schedule are included in Section 013300, "Submittals".

1.3 COORDINATION

- A. Coordinate construction activities included under various Sections of these Specifications to assure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different Sections of the Specifications that are dependent upon each other for proper installation, connection, and operation.
 - 1. Where installation of one part of the Work is dependent on installation of other components, either before or after its own installation, schedule construction activities in the sequence required to obtain the best results.
 - 2. Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for required maintenance, service and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Where necessary, prepare memoranda for distribution to each party involved outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.
 - 1. Prepare similar memoranda for the Owner and separate Contractors where coordination of their Work is required.

- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of schedules.
 - 2. Installation and removal of temporary facilities.
 - 3. Delivery and processing of submittals.
 - 4. Progress meetings.
 - 5. Project Close-out activities.

1.4 SUBMITTALS

- A. Staff Names: Within 15 days of Notice to Proceed, submit a list of the Contractor's principal staff assignments, including the Superintendent and other personnel in attendance at the site; identify individuals, their duties and responsibilities; list their addresses and telephone numbers.
- B. Post copies of the list in the temporary field office.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

3.1 GENERAL INSTALLATION PROVISIONS

- A. Inspection of Conditions: Require the Installer of each major component to inspect both the substrate and conditions under which Work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.
- B. Manufacturer's Instructions: Comply with manufacturer's installation instructions and recommendations, to the extent that those instructions and recommendations are more explicit or stringent than requirements contained in Contract Documents.
- C. Inspect materials or equipment immediately upon delivery and again prior to installation. Reject damaged and defective items.
- D. Provide attachment and connection devices and methods necessary for securing Work. Secure Work true to line and level. Allow for expansion and building movement.
- E. Visual Effects: Provide uniform joint widths in exposed Work. Arrange joints in exposed Work to obtain the best visual effect. Refer questionable choices to the Engineer for final decision.
- F. Recheck measurements and dimensions, before starting each installation.

- G. Install each component during weather conditions and Project status that will ensure the best possible results. Isolate each part of the completed construction from incompatible material as necessary to prevent deterioration.
- H. Coordinate temporary enclosures with required inspections and tests, to minimize the necessity of uncovering completed construction for that purpose.
- I. Mounting Heights: Where mounting heights are not indicated, install individual components at standard mounting heights recognized within the industry for the particular application indicated. Refer questionable mounting height decisions to the Engineer for final decision.

3.2 CLEANING AND PROTECTION

- A. During handling and installation, clean and protect construction in progress and adjoining materials in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- B. Clean and maintain completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- C. Limiting Exposures: Supervise construction activities to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:
 - 1. Excessive static or dynamic loading.
 - 2. Excessive internal or external pressures.
 - 3. Excessively high or low temperatures.
 - 4. Thermal shock.
 - 5. Excessively high or low humidity.
 - 6. Air contamination or pollution.
 - 7. Water or ice.
 - 8. Solvents.
 - 9. Chemicals.
 - 10. Light.
 - 11. Radiation.
 - 12. Puncture.
 - 13. Abrasion.
 - 14. Heavy traffic.
 - 15. Soiling, staining and corrosion.
 - 16. Bacteria.
 - 17. Rodent and insect infestation.
 - 18. Combustion.
 - 19. Electrical current.
 - 20. High speed operation.
 - 21. Improper lubrication.

ROOFTOP UNIT REPLACEMENT
SOUTHSIDE ELEMENTARY SCHOOL
MJT PROJECT NO. 20-081

22. Unusual wear or other misuse.
23. Contact between incompatible materials.
24. Destructive testing.
25. Misalignment.
26. Excessive weathering.
27. Unprotected storage.
28. Improper shipping or handling.
29. Theft.
30. Vandalism.

END OF SECTION 013100

SECTION 013119 - PROJECT MEETINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for project meetings including but not limited to:
 - 1. Pre-Construction Conference.
 - 2. Progress Meetings.
- B. Construction schedules are specified in another Division-1 Section.

1.3 PRE-CONSTRUCTION CONFERENCE

- A. Schedule a pre-construction conference and organizational meeting at the Project site or other convenient location no later than 15 days after execution of the Agreement and prior to commencement of construction activities. Conduct the meeting to review responsibilities and personnel assignments.
- B. Attendees: The Owner, Engineer and their consultants, the Contractor and its superintendent, major subcontractors, manufacturers, suppliers and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the Work.
- C. Agenda: Discuss items of significance that could affect progress, including such topics as:
 - 1. Tentative construction schedule.
 - 2. Critical Work sequencing.
 - 3. Designation of responsible personnel.
 - 4. Procedures for processing field decisions and Change Orders.
 - 5. Procedures for processing Applications for Payment.
 - 6. Distribution of Contract Documents.
 - 7. Submittal of Shop Drawings, Product Data and Samples.
 - 8. Preparation of record documents.
 - 9. Use of the premises.
 - 10. Office, Work and storage areas.
 - 11. Equipment deliveries and priorities.
 - 12. Safety procedures.
 - 13. First aid.

14. Security.
15. Housekeeping.
16. Working hours.

- D. Reporting: No later than 7 days after the pre-construction conference date, the Engineer will distribute copies of minutes of the conference to each party present and to other parties concerned who were not present. Included will be summaries, in narrative form, of all discussions, agreements, decisions and matters concluded.

1.4 PROGRESS MEETINGS

- A. Conduct progress meetings at the Project site at regularly scheduled weekly intervals. Coordinate dates of alternate meetings with preparation of the payment request. The Engineer or the Owner's Construction Program Manager will chair the meeting.
- B. Attendees: In addition to representatives of Owner and Engineer, each subcontractor, supplier or other entity concerned with current progress or involved in planning, coordination or performance of future activities shall be represented at these meetings by persons familiar with the Project and authorized to conclude matters relating to progress.
- C. Agenda: Review and correct or approve minutes of the previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the current status of the Project, and topics required by the General Conditions.
- D. Contractor's Construction Schedule: Review progress since the last meeting. Determine where each activity is in relation to the Contractor's Construction Schedule, whether on time or ahead or behind schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
- E. Review the present and future needs of each entity present, including such items as:
1. Interface requirements.
 2. Time.
 3. Sequences.
 4. Deliveries.
 5. Off-site fabrication problems.
 6. Access.
 7. Site utilization.
 8. Temporary facilities and services.
 9. Hours of Work.
 10. Hazards and risks.
 11. Housekeeping.
 12. Quality and Work standards.
 13. Change Orders.
 14. Documentation of information for payment requests.
- F. Reporting: No later than 3 days after each progress meeting date the Engineer will distribute copies of minutes of the meeting to each party present and to other parties who should have

been present. The Contractor shall provide a brief summary, in narrative form, of progress since the previous meeting and report, to be attached to the minutes.

- G. Schedule Updating: Revise the construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue the revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

3.1 PRECONSTRUCTION CONFERENCE FORMAT

- A. The format of the Agenda for the Preconstruction Conference shall generally be as follows:

PRE-CONSTRUCTION CONFERENCE FORMAT

PRE-CONSTRUCTION CONFERENCE FOR:

OWNER: _____
PROJECT: _____
LOCATION: _____
COMM. NO.: _____ TIME: _____ DATE: _____

AGENDA AND MINUTES:

1. GENERAL

- a. Introductions and Registrations of Attendees (sign attached sheet)
- b. Conference Format and Agenda
- c. Agreement, Performance and Payment Bonds and Insurance
- d. Notice to Proceed
- e. Responsibilities of Owner, Contractor, Engineer, and Inspector

2. PROJECT COMMUNICATION AND CORRESPONDENCE

a. With Contractor:

Field Superintendent will be: _____

Company: _____

Street: _____

P.O. Box: (if any) _____

City & Zip: _____

Attention: _____

Telephone: Office
 Field
 Cell

b. With Engineer:

Project Engineer will be: _____

Company: _____

Street: _____

P.O. Box: (if any) _____

City & Zip: _____

Attention: _____

Telephone: Office
 Field
 Cell

ROOFTOP UNIT REPLACEMENT
SOUTHSIDE ELEMENTARY SCHOOL
MJT PROJECT NO. 20-081

- 1) For questions, information, etc., Attn: _____
In the absence of Mr. _____, if necessary, contact first
_____ and second _____.
 - 2) For shop drawings and other submittals, use:

 - 3) Discuss submittals and other points on shop drawings, samples, test data, brochures and other submittals.
 - c. With Owner – Inspector will be _____.
Project Manager: _____.
 - 1) Copies of correspondence
 - 2) Through Inspector and Engineer
 - 3) Project Identification
 - d. With material suppliers and subcontractors
 - e. Other
3. SCHEDULE, ESTIMATES, CHANGE ORDERS, AND TIME EXTENSIONS
- a. Project Schedule: CPM, bar chart, other
 - b. Schedule of Values (Lump Sum Breakdown)
 - c. Monthly requests for payment
 - 1) Closing date
 - 2) Format
 - 3) Preliminary approval by Inspector and Engineer copy to Owner
 - 4) Work done and materials on hand
 - 5) Place and projection of materials on hand
 - 6) Conformance to schedule
 - d. List of subcontractors and major suppliers
 - e. Change Orders
 - 1) Request for Proposal and Response
 - 2) Acceptance by Engineer and Owner
 - 3) Change Order execution by Contractor, Engineer, and Owner
 - 4) Time extension, if any
 - 5) Not official until approved by Contractor and Owner
 - f. Time extensions (other than Change Orders) all are to be on change order request.
4. CONSTRUCTION
- a. Manner of conducting the work

- b. Construction plant area
 - 1) On-site
 - 2) Off-site
 - 3) Disposal of wastes
- c. Project sign(s)
- d. Temporary facilities
- e. Traffic maintenance
- f. Safety – Public, on-site, personnel
- g. Contractor's Quality Plan and Owner's Quality Assurance Plan
 - 1) Certificates – mfg.
 - 2) Construction quality

5. PROJECT CLOSEOUT

- a. Final cleanup
- b. Guarantees
- c. Punch lists and final inspections
 - 1) Testing and Adjusting
 - 2) O & M instructions and manuals
- d. Final payment, Affidavits for Payments of Debts and Claims, Consent of Surety, Release or Waiver of Liens
- e. Record drawings
- f. Assessment of Roles in Construction Project
- g. Other

6. ADDED COMMENTS BY OWNER

7. ADDED COMMENTS BY CONTRACTOR

8. ADDED COMMENTS BY PRINCIPAL SUBCONTRACTORS

END OF SECTION 013119

SECTION 013300 - SUBMITTALS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for submittals required for performance of the Work, including;
 - 1. Contractor's Construction Schedule.
 - 2. Submittal Schedule.
 - 3. Daily Construction Reports.
 - 4. Shop Drawings.
 - 5. Product Data.
 - 6. Samples.
 - 7. Quality Assurance Submittals.
- B. Administrative Submittals: Refer to other Division-1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to:
 - 1. Permits.
 - 2. Applications for Payment.
 - 3. Performance and Payment Bonds.
 - 4. Insurance Certificates.
 - 5. List of Subcontractors.

1.3 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
- B. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals and related activities that require sequential activity.
- C. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.
 - 1. The Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

ROOFTOP UNIT REPLACEMENT
SOUTHSIDE ELEMENTARY SCHOOL
MJT PROJECT NO. 20-081

2. All samples, shop drawings, and product data for finish materials requiring color selection or verification by the Engineer shall be submitted as follows: All exterior finish materials shall be submitted at one time and the Engineer will take no action on any one submittal until all items have been submitted. All interior finish materials shall also be submitted at one time, and the Engineer will take no action on any one submittal until all items have been submitted.
- D. Processing: Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for re-submittals.
1. Allow 14 days for initial review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. The Architect will promptly advise the Contractor when a submittal being processed must be delayed for coordination.
 2. If an intermediate submittal is necessary, process the same as the initial submittal.
 3. Allow 14 days for reprocessing each submittal.
 4. No extension of Contract Time will be authorized because of failure to transmit submittals to the Engineer sufficiently in advance of the Work to permit processing.
- E. General Contractor's Review: All submittals shall be reviewed and approved by the General Contractor for conformance to the Contract Requirements and coordination with the work of other trades prior to submission to the Engineer. **All submittals submitted without the General Contractor's stamp of approval will not be considered or reviewed by the Engineer** and will be returned to the General Contractor.
- F. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
1. Provide a space approximately 4" x 5" on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.
 2. Include the following information on the label for processing and recording action taken.
 - a. Project name.
 - b. Date.
 - c. Transmittal Number.
 - d. Transmittal Item Number.
 - e. Name and address of Engineer.
 - f. Name and address of Contractor.
 - g. Name and address of subcontractor.
 - h. Name and address of supplier.
 - i. Name of manufacturer.
 - j. Number and title of appropriate Specification Section.
 - k. Drawing number and detail references, as appropriate.
- G. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to Engineer using a transmittal form. Submittals received from sources other than the Contractor will be returned without action.

ROOFTOP UNIT REPLACEMENT
SOUTHSIDE ELEMENTARY SCHOOL
MJT PROJECT NO. 20-081

1. On the transmittal record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including minor variations and limitations. Include Contractor's certification that information complies with Contract Document requirements.

H. Completion of transmittal form by the Contractor shall be as follows:

1. Transmittal Number: Number each form consecutively as submitted. Re-submittals shall bear the number of the original submission with a letter suffix (A) added to identify it as the first resubmission. The suffix letters (B), (C), etc. shall be used if additional resubmissions are necessary.
2. Date all transmittals.
3. Restrict use of each transmittal form to submittals for one section of Specifications per form.
4. Restrict each transmittal form to a submission in only one of the following categories:
 - a. For approval.
 - b. Resubmission for approval.
 - c. Substitution for approval.
5. Item Number: Number consecutively each item submitted with each transmittal form.
6. Specification section and/or drawing number which describes or requires the item(s) shall be included for each item submitted.
7. Subcontractor: Indicate the Subcontractor for items submitted on each transmittal form.
8. Contractor, or his authorized representative shall sign each transmittal form.

I. Transmittal Form: Use the sample form at the end of this Section for transmittal of submittals.

1.4 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Critical Path Method (CPM) Bar Chart Type Schedule: Prepare a fully developed, critical path method horizontal bar-chart type Contractor's Construction Schedule. Submit within 15 days of the date established for "Commencement of the Work".

1. Provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week. Use the same breakdown of units of the Work as indicated in the "Schedule of Values".
2. Within each time bar indicate estimated completion percentage in 10 percent increments. As Work progresses, place a contrasting mark in each bar to indicate Actual Completion.
3. Prepare the schedule on a sheet, or series of sheets, of stable transparency, or other reproducible media, of sufficient width to show data for the entire construction period.
4. Secure time commitments for performing critical elements of the Work from parties involved. Coordinate each element on the schedule with other construction activities; include minor elements involved in the sequence of the Work. Show each activity in proper sequence. Indicate graphically sequences necessary for completion of related portions of the Work.
5. Coordinate the Contractor's construction schedule with the Schedule of Values, list of subcontracts, submittal schedule, progress reports, payment requests and other schedules.

ROOFTOP UNIT REPLACEMENT
SOUTHSIDE ELEMENTARY SCHOOL
MJT PROJECT NO. 20-081

6. Indicate completion in advance of the date established for Substantial Completion. Indicate Substantial Completion on the schedule to allow time for the Engineer's procedures necessary for certification of Substantial Completion.
- B. Distribution: Following response to the initial submittal, print and distribute copies to the Engineer, Owner, subcontractors, and other parties required to comply with scheduled dates. Post copies in the Project temporary field office.
 1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.
- C. Schedule Updating: Revise the schedule after each meeting or activity, where revisions have been recognized or made. Issue the updated schedule concurrently with report of each meeting.

1.5 SUBMITTAL SCHEDULE

- A. After development and acceptance of the Contractor's Construction Schedule, prepare a complete schedule of submittals. Submit the schedule within 10 days of the date required for establishment of the Contractor's construction schedule.
- B. Coordinate submittal schedule with the list of subcontracts, schedule of values and the list of products as well as the Contractor's construction schedule.
- C. Prepare the schedule in chronological order; include submittals required during the first 30 days of construction. Provide the following information:
 1. Scheduled date for the first submittal.
 2. Related Section number.
 3. Submittal category.
 4. Name of subcontractor.
 5. Description of the part of the Work covered.
 6. Scheduled date for re-submittal
 7. Scheduled date the Engineer's final release or approval.
- D. Distribution: Following response to initial submittal, print and distribute copies to the Engineer, Owner, subcontractors, and other parties required to comply with submittal dates indicated. Post copies in the Project and field office.
 1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.
- E. Schedule Updating: Revise the schedule after each meeting or activity, where revisions have been recognized or made. Issue the updated schedule concurrently with report of each meeting.

1.6 DAILY CONSTRUCTION REPORTS

- A. Prepare a daily construction report, recording the following information concerning events at the site; and submit copies to the Engineer and Owner at weekly intervals:
1. List of subcontractors at the site.
 2. Approximate count of personnel at the site.
 3. High and low temperatures, general weather conditions.
 4. Accidents and unusual events.
 5. Include measured amount of precipitation at project site, occurring daily during period since previous report.
 6. Meetings and significant decisions.
 7. Stoppages, delays, shortages, losses.
 8. Meter readings and similar recordings.
 9. Emergency procedures.
 10. Orders and requests of governing authorities.
 11. Change Orders received, implemented.
 12. Services connected, disconnected.
 13. Equipment or system tests and start-ups.
 14. Partial Completions, occupancies.
 15. Substantial Completions authorized.

1.7 SHOP DRAWINGS

- A. Submit newly prepared information, drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not considered Shop Drawings.
- B. Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates and similar drawings. Include the following information:
1. Dimensions.
 2. Identification of products and materials included.
 3. Compliance with specified standards.
 4. Notation of coordination requirements.
 5. Notation of dimensions established by field measurement.
- C. Sheet Size: Except for templates, patterns and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2" x 11" but no larger than 30" x 40".
- D. Submittals: Submit sufficient number of shop drawings as determined by the Contractor. The Engineer shall retain one copy for his use and two copies for the Owner's use.
- E. Distribution: Furnish copies of final submittal to the installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.
- F. Do not proceed with installation until a copy of applicable Shop Drawings is in the installer's possession.

- G. Do not use Shop Drawings without an appropriate final stamp indicating action taken in connection with construction.
- H. Engineer will make distribution to the Owner.

1.8 PRODUCT DATA

- A. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams and performance curves. Where Product Data must be specially prepared because standard printed data is not suitable for use, submit as "Shop Drawings."
- B. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:
 - 1. Manufacturer's printed recommendations.
 - 2. Compliance with recognized trade association standards.
 - 3. Compliance with recognized testing agency standards.
 - 4. Application of testing agency labels and seals.
 - 5. Notation of dimensions verified by field measurement.
 - 6. Notation of coordination requirements.
 - 7. Material Safety Data Sheets (MSDS).
- C. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.
- D. Submittals: Submit sufficient number of required submittals as determined by the Contractor. The Engineer shall retain one copy for his use and two copies for the Owner's use.
 - 1. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
- E. Distribution: Furnish copies of final submittal to the installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.
- F. Do not proceed with installation until an applicable copy of Product Data is in the installer's possession.
- G. Do not permit use of unmarked copies of Product Data in connection with construction.
- H. Engineer will make distribution to the Owner.

1.9 SAMPLES

ROOFTOP UNIT REPLACEMENT
SOUTHSIDE ELEMENTARY SCHOOL
MJT PROJECT NO. 20-081

- A. Submit full-size, fully fabricated Samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture and pattern.
 - 1. Mount, display, or package Samples in the manner specified to facilitate review of qualities indicated. Prepare Samples to match the Engineer's Sample. Include the following:
 - a. Generic description of the Sample.
 - b. Sample source.
 - c. Product name or name of manufacturer.
 - d. Compliance with recognized standards.
 - e. Availability and delivery time.
 - 2. Submit Samples for review of kind, color, pattern, and texture, for a final check of these characteristics with other elements, and for a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
 - 3. Where variation in color, pattern, texture or other characteristics are inherent in the material or product represented, submit multiple units (not less than 3), that show approximate limits of the variations.
 - 4. Refer to other Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation and similar construction characteristics.
 - 5. Refer to other Sections for Samples to be returned to the Contractor for incorporation in the Work. Such Samples must be undamaged at time of use. On the transmittal, indicate special requests regarding disposition of Sample submittals.
- B. Preliminary submittals: Where Samples are for selection of color, pattern, texture or similar characteristics from a range of standard choices, submit a full set of choices for the material or product.
 - 1. Preliminary submittals will be reviewed and returned with the Engineer's mark indicating selection and other action.
- C. Submittals: Except for Samples illustrating assembly details, workmanship, fabrication techniques, connections, operation and similar characteristics, submit four sets; one will be returned marked with the action taken.
- D. Maintain sets of Samples, as returned, at the Project site, for quality comparisons throughout the course of construction.
 - 1. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
 - 2. Sample sets may be used to obtain final acceptance of the construction associated with each set.
- E. Distribution of Samples: Prepare and distribute additional sets to subcontractors, manufacturers, fabricators, suppliers, installers, and others as required for performance of the Work. Show distribution on transmittal forms.

- F. Field Samples specified in individual Sections are special types of Samples. Field Samples are full-size examples erected on site to illustrate finishes, coatings, or finish materials and to establish the standard by which the Work will be judged.
- G. Comply with submittal requirements to the fullest extent possible. Process transmittal forms to provide a record of activity.
- H. Engineer will make distribution to the Owner.

1.10 QUALITY ASSURANCE SUBMITTALS

- A. Submit quality-control submittals, including design data, certifications, manufacturer's instructions, manufacturer's field reports, and other quality-control submittals as required under other Sections of the Specifications.
- B. Certifications: Where other Sections of the Specifications require certification that a product, material, or installation complies with specified requirements, submit a notarized certification from the manufacturer certifying compliance with specified requirements.
 - 1. Signature: Certification shall be signed by an officer of the manufacturer or other individual authorized to sign documents on behalf of the company.
- C. Inspection and Test Reports: Requirements for submittal of inspection and test reports from independent testing agencies are specified in Division 1 Section "Quality Control."

1.11 ENGINEER'S ACTION

- A. Except for submittals for record, information or similar purposes, where action and return is required or requested, the Engineer will review each submittal, mark to indicate action taken, and return promptly.
- B. Compliance with specified characteristics is the Contractor's responsibility.
- C. Action Stamp: The Engineer will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be appropriately marked, as follows, to indicate the action taken:
- D. Final Unrestricted Release: Where submittals are "FURNISH AS SUBMITTED," that part of the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents; final acceptance will depend upon that compliance.
- E. Final-But-Restricted Release: When submittals are marked "FURNISH AS CORRECTED," that part of the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance.
- F. Final-But-Restricted Release Requiring Resubmission: When submittals are marked "REVISE AND RESUBMIT", that part of the Work covered by the submittal may proceed provided it

ROOFTOP UNIT REPLACEMENT
SOUTHSIDE ELEMENTARY SCHOOL
MJT PROJECT NO. 20-081

complies with notations or corrections on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance. Revise or prepare new submittal in accordance with the notations; resubmit without delay.

- G. Returned for Re-submittal: When submittal is marked "REJECTED," do not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the notations; resubmit without delay. Repeat if necessary to obtain a different action mark.
 - 1. Do not permit submittals marked "REJECTED" to be used at the Project site, or elsewhere where Work is in progress.
- H. Other Action: Where a submittal is primarily for information or record purposes, special processing or other activity, the submittal will be returned, marked "RECEIPT ACKNOWLEDGED".
- I. Unsolicited Submittals: The Engineer will return unsolicited submittals to the sender without action.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION 013300

SECTION 014219 - REFERENCE STANDARDS AND DEFINITIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 DEFINITIONS

- A. General: Basic Contract definitions are included in the General Conditions.
- B. Indicated: The term "indicated" refers to graphic representations, notes, or schedules on the Drawings, other paragraphs or schedules in the Specifications, and similar requirements in the Contract Documents. Where terms such as "shown," "noted," "scheduled," and "specified" are used, it is to help the reader locate the reference; no limitation on location is intended.
- C. Directed: Terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean "directed by the Engineer," "requested by the Engineer," and similar phrases.
- D. Approve: The term "approved," where used in conjunction with the Engineer's action on the Contractor's submittals, applications, and requests, is limited to the Engineer's duties and responsibilities as stated in General and Supplementary Conditions.
- E. Regulation: The term "Regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. Furnish: The term "furnish" means supply and deliver to the Project Site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. Install: The term "install" is used to describe operations at project site including the actual "unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations".
- H. Provide: The term "provide" means "to furnish and install, complete and ready for the intended use".
- I. Installer: An "Installer" is the Contractor or an entity engaged by the Contractor, either as an employee, subcontractor, or sub-subcontractor, for performance of a particular construction activity, including installation, erection, application, and similar operations. Installers are required to be experienced in the operations they are engaged to perform.

- J. The term "experienced" when used with the term "Installer" means having a minimum of 5 previous Projects similar in size and scope to this Project, being familiar with the precautions required, and having complied with requirements of the authority having jurisdiction.
- K. Trades: Use of titles such as "carpentry" is not intended to imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter". It also does not imply that requirements specified apply exclusively to tradespersons of the corresponding generic name.
- L. Assignment of Specialists: Certain Sections of the Specifications require that specific construction activities shall be performed by specialists who are recognized experts in the operations to be performed. The specialists must be engaged for those activities, and assignments are requirements over which the Contractor has no choice or option. Nevertheless, the ultimate responsibility for fulfilling Contract requirements remains with the Contractor.
 - 1. This requirement shall not be interpreted to conflict with enforcement of building codes and similar regulations governing the Work. It is also not intended to interfere with local trade union jurisdictional settlements and similar conventions.
- M. Project Site is the space available to the Contractor for performance of construction activities, either exclusively or in conjunction with others performing other work as part of the Project. The extent of the Project Site is shown on the Drawings and may or may not be identical with the description of the land upon which the Project is to be built.
- N. Testing Laboratories: A "testing laboratory" is an independent entity engaged to perform specific inspections or tests, either at the Project Site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.

1.3 SPECIFICATION FORMAT AND CONTENT EXPLANATION

- A. Specification Format: These Specifications are organized into Divisions and Sections based on the Construction Specifications Institute's 16-Division format and MASTERFORMAT numbering system.
- B. Specification Content: This Specification uses certain conventions in the use of language and the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances. These conventions are explained as follows:
- C. Abbreviated Language: Language used in Specifications and other Contract Documents is the abbreviated type. Implied words and meanings will be appropriately interpreted. Singular words will be interpreted as plural and plural words interpreted as singular where applicable and the full context of the Contract Documents so indicates.
- D. Imperative and streamlined language is used generally in the Specifications. Requirements expressed in the imperative mood are to be performed by the Contractor. At certain locations in the text, for clarity, subjective language is used to describe responsibilities that must be fulfilled indirectly by the Contractor, or by others when so noted.

1. The words "shall be" shall be included by inference wherever a colon (:) is used within a sentence or phrase.

1.4 INDUSTRY STANDARDS

- A. Applicability of Standards: Except where the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Where the date of issue of a referenced standard is not specified, comply with the standard in effect as of date of Contract Documents.
- C. Conflicting Requirements: Where compliance with two or more standards is specified, and the standards establish different or conflicting requirements for minimum quantities or quality levels, refer requirements that are different, but apparently equal, and uncertainties to the Engineer for a decision before proceeding.
 1. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. In complying with these requirements, indicated numeric values are minimum or maximum, as appropriate for the context of the requirements. Refer uncertainties to the Engineer for a decision before proceeding.
- D. Copies of Standards: Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to that entity's construction activity. Copies of applicable standards are not bound with the Contract Documents.
 1. Where copies of standards are needed for performance of a required construction activity, the Contractor shall obtain copies directly from the publication source.
- E. Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. Where such acronyms or abbreviations are used in the Specifications or other Contract Documents, they mean the recognized name of the trade association, standards generating organization, authority having jurisdiction, or other entity applicable to the context of the text provision. Refer to the "Encyclopedia of Associations," published by Gale Research Co., available in most libraries.

1.5 GOVERNING REGULATIONS/AUTHORITIES

- A. The Engineer has contacted authorities having jurisdiction where necessary to obtain information necessary for preparation of Contract Documents; that information may or may not be of significance to the Contractor. Contact authorities having jurisdiction directly for information and decisions having a bearing on the Work.

1.6 SUBMITTALS

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

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION 014219

SECTION 015000 - TEMPORARY FACILITIES AND PROTECTION OF PROPERTY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies requirements for temporary services and facilities, including utilities, construction and support facilities, security and protection of property.
- B. Temporary utilities required include but are not limited to:
 - 1. Use of electric power and water.
 - 2. Provision of telephone and fax.
 - 3. Sanitary facilities, including drinking water.
- C. Temporary construction and support facilities required include but are not limited to:
 - 1. Temporary job office.
 - 2. Waste disposal services.
 - 3. Construction aids and miscellaneous services and facilities.
- D. Security and protection facilities required include but are not limited to:
 - 1. Staging and storage areas.
 - 2. Temporary fire protection.
 - 3. Barricades, warning signs, lights.
 - 4. Protection of installed work.
 - 5. Security against theft and vandalism.

1.3 SUBMITTALS

- A. Drawings: Submit partial site plans that indicate the following:
 - 1. Proposed locations of fenced temporary storage areas for material and equipment.
 - 2. Dimensions of fenced storage locations indicating gates.
 - 3. Location of job office.
 - 4. Contractor parking area.
 - 5. Proposed crane access for setting of roof mounted equipment.

1.4 QUALITY ASSURANCE

- A. Regulations: Comply with industry standards and applicable laws and regulations if authorities having jurisdiction, including but not limited to:
 - 1. Building Code requirements.
 - 2. Health and safety regulations.
 - 3. Utility company regulations.
 - 4. Police, Fire Department and Rescue Squad rules.
 - 5. Environmental protection regulations.
- B. Standards: Comply with NFPA Code 241, "Building Construction and Demolition Operations", ANSI-A10 Series standards for "Safety Requirements for Construction and Demolition".

1.5 PROJECT CONDITIONS

- A. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Take necessary fire prevention measures. Do not overload facilities, or permit them to interfere with progress. Do not allow hazardous dangerous or unsanitary conditions, or public nuisances to develop or persist on the site.
- B. Maintain security against theft and vandalism for the site and the building at all times until the date of Substantial Completion.

1.6 DESCRIPTION OF REQUIREMENTS

- A. Definitions: Specific administrative and procedure minimum actions are specified in this section, as extensions of provisions in General Conditions and other contract documents. These requirements have been included for special purposes as indicated. Nothing in this section is intended to limit types and amount of temporary work required, and no omission from this section will be recognized as an indication by the Engineer that such temporary activity is not required for successful completion of the work and compliance with requirements of contract documents. Provisions of this section are applicable to, but not limited to utility services, construction facilities, security/protection provisions and support facilities.
- B. It shall be the responsibility of the Contractor to determine the applicable requirements to initiate and maintain all required safety and health programs, and to follow the recommendations of Federal, State and Local officials.

1.7 JOB OFFICE

- A. Provide job office for the resident superintendent and his assistants to be located in an Owner approved location. Maintain during the entire construction period. Maintain construction and record documents at the job office. Include the following as a minimum in the office:
 - 1. Work table, minimum size 36" x 72".

2. Telephone and fax machine.
3. Air conditioning, ventilation, and lighting.

1.8 TEMPORARY ELECTRIC POWER AND WATER

- A. The contractor may utilize existing permanent electric power and water within the facility during the construction phase of the work. Coordinate connection requirements with Owner's representative. All connection costs shall be borne by the Contractor. Usage costs shall be borne by the Owner. Contractor's use of Owner's existing permanent power and water shall in no way limit availability of these utilities to the Owner's facilities. Contractor shall restore Owner's permanent utilities to pre-construction conditions after removal of temporary utility connections.

1.9 TEMPORARY TELEPHONE AND FAX

- A. Provide a job telephone and fax machine through the completion of all punch list items until Substantial Completion and Owner occupancy.
- B. Pay for installation, maintenance, removal, and local service charges.
- C. Long-distance calls shall be paid by the party who places the call.

1.10 SANITARY FACILITIES

- A. Provide and maintain temporary toilets as necessary for use of all construction personnel. Place toilets in convenient locations, and maintain in sanitary condition. Provide portable container or sanitary bubbler drinking fountains.
- B. Provide adequate washing facilities for all construction personnel. Place in convenient locations.
- C. Existing toilet facilities shall not be used by construction personnel.
- D. Sanitary facilities shall be located as directed by Owner. Provide sanitary facilities for the duration of the project including the punch list period.

1.11 SIGNS

- A. A project sign may be provided in accordance with the Owner's standards.

1.12 FIRE PROTECTION

- A. Provide temporary fire protection as required by authorities having jurisdiction throughout the entire construction period. Maintain access to the site and to the building at all times for Fire Department apparatus and personnel. Maintain access to fire protection devices at all times.

1.13 STAGING AND STORAGE AREAS

- A. Locate staging and storage areas within areas designated or approved by the Owner. Provide gates, double gates, fencing and locks as required to secure all construction materials and protect from vandalism. Remove any potentially hazardous or flammable materials, including all welding materials, from the site at the end of each workday. Materials which will be installed in the project area shall not be stored in uncontrolled exterior locations where they may be susceptible to temperature, humidity, rain, dirt, and dust.
- B. Provide and maintain weathertight storage as required.

1.14 PROTECTION OF INSTALLED WORK

- A. Protect installed work from elevated temperature and humidity, dust, and dirt. Provide special protection where specified in individual Specification Sections.
- B. Provide protective coverings at openings in air-handling units, ductwork, chases, walls, and other items of construction to prevent damage, contamination by dust, and transmission of dust to other spaces.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to minimize damage.
- D. 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.
- E. Use all means necessary to protect the site, the building, and all materials stored or installed at all times, including the employment of a watchman or guard when required.
- F. Provide weather protection as described in this specification for any penetrations made in the existing building.
- G. Where mechanical and other construction work is performed from the roof, the immediate area or as indicated shall be protected with plywood, particle board, or other approved protection board. Where construction workers are likely to walk, protect similarly. Protection shall be secured in an approved manner to prevent damage to roof. Remove protection board from the site upon completion of the work.

1.15 REMOVAL

- A. Remove all temporary facilities from the site and leave the site and affected off-site areas in a clean and finished condition prior to final acceptance.

1.16 OSHA (Occupational Safety and Health Act)

- A. Comply with all requirements of the Occupational Safety and Health Act for job safety and health standards.

1.17 CONSTRUCTION AIDS

- A. Provide all temporary stairs, ladders, ramps, runways, hoists, chutes, and other facilities necessary for the proper execution of the work. Provide guard rails and warning lights as required for job safety.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Provide materials suitable for the use intended.

2.2 EQUIPMENT

- A. General: Provide equipment suitable for use intended.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.
- B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed, or are replaced by authorized use of completed permanent facilities.
- C. Temporary Lighting: Whenever overhead floor or roof deck has been installed, provide temporary lighting with local switching.
- D. Install and operate temporary lighting that will fulfill security and protection requirements, without operating the entire system, and will provide adequate illumination for construction operations and traffic conditions.

ROOFTOP UNIT REPLACEMENT
SOUTHSIDE ELEMENTARY SCHOOL
MJT PROJECT NO. 20-081

- E. Telephones: Provide cellular telephone service for all personnel engaged in construction activities, throughout the construction period, until final completion.
- F. Sanitary facilities include temporary toilets, wash facilities and drinking water fixtures. Comply with regulations and health codes for the type, number, location, operation and maintenance of fixtures and facilities. Install where facilities will best serve the Project's needs.
- G. Provide toilet tissue, paper towels, paper cups and similar disposable materials for each facility. Provide covered waste containers for used material.
- H. Toilets: Install self-contained toilet units. Shield toilets to ensure privacy. Use of pit-type privies will not be permitted.
- I. Wash Facilities: Install wash facilities supplied with potable water at convenient locations for personnel involved in handling materials that require wash-up for a healthy and sanitary condition. Dispose of drainage properly. Supply cleaning compounds appropriate for each condition.
- J. Drinking Water Facilities: Provide containerized tap-dispenser bottled-water type drinking water units, including paper supply.

3.2 TEMPORARY CONSTRUCTION AND SUPPORT FACILITIES INSTALLATION

- A. Maintain temporary construction and support facilities until near Substantial Completion. Remove prior to Substantial Completion, unless otherwise indicated. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to the Owner.
- B. Temporary Enclosures: Provide temporary enclosure for protection of construction in progress and completed, from exposure, foul weather, other construction operations and similar activities.
- C. Install tarpaulins securely, with incombustible wood framing and other materials. Close openings of 25 square feet or less with plywood or similar materials.
- D. Close openings through floor or roof decks and horizontal surfaces with load-bearing wood-framed construction.
- E. Temporary Lifts and Hoists: Provide facilities for hoisting materials and employees. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
- F. Project Identification and Temporary Signs: Signs are not permitted.
- G. Collection and Disposal of Debris and Waste: Collect debris and waste from construction areas and elsewhere daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than 7

days during normal weather or 3 days when the temperature is expected to rise above 80 deg F (27 deg C). Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material in a lawful manner.

- H. Burying of waste materials on the site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- I. Provide rodent proof containers located convenient to areas of construction.
- J. Provide a dumpster for use by all subcontractors.

3.3 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Except for use of permanent fire protection as soon as available, do not change over from use of temporary security and protection facilities to permanent facilities until Substantial Completion, or longer as requested by the Engineer.
- B. Temporary Fire Protection: Until fire protection needs are supplied by permanent facilities, install and maintain temporary fire protection facilities of the types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 10 "Standard for Portable Fire Extinguishers," and NFPA 241 "Standard for Safeguarding Construction, Alterations and Demolition Operations."
 - 1. Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one extinguisher on each floor at or near each usable stairwell.
 - 2. Store combustible materials in containers in fire-safe locations.
 - 3. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities, stairways and other access routes for fighting fires. Prohibit smoking in hazardous fire exposure areas.
- C. Provide supervision of welding operations, combustion type temporary heating units, and similar sources of fire ignition.
- D. Barricades, Warning Signs and Lights: Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed provide lighting, including flashing red or amber lights.
- E. Security Enclosure and Lockup: Install substantial temporary enclosure of partially completed areas of construction. Provide locking entrances to prevent unauthorized entrance, vandalism, theft and similar violations of security.
- F. Storage: Where materials and equipment must be stored, and are of value or attractive for theft, provide a secure lockup. Enforce discipline in connection with the installation and release of material to minimize the opportunity for theft and vandalism.
- G. Environmental Protection: Provide protection, operate temporary facilities and conduct construction in ways and by methods that comply with environmental regulations, and

minimize the possibility that air, waterways and subsoil might be contaminated or polluted, or that other undesirable effects might result. Avoid use of tools and equipment which produce harmful noise. Restrict use of noise making tools and equipment to hours that will minimize complaints from persons or firms near the site.

3.4 OPERATION, TERMINATION AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.
- B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements.
 - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation and similar facilities on a 24-hour day basis where required to achieve indicated results and to avoid possibility of damage.
 - 2. Protection: Prevent water filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.
- C. Termination and Removal: Unless the Engineer requests that it be maintained longer, remove each temporary facility when the need has ended, or when replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged Work, clean exposed surfaces and replace construction that cannot be satisfactorily repaired.
- D. Materials and facilities that constitute temporary facilities are property of the Contractor. The Owner reserves the right to take possession of Project identification signs.
- E. Repair or replace street paving, curbs and sidewalks damaged by construction activities to match surrounding conditions.
- F. Seed the staging and storage areas within construction fences and any other areas on the school property where damage has occurred due to trucks, cranes, excavations, or other construction activities.
- G. A satisfactory stand of turf from the seeding operation is defined as a minimum of 15 grass plants per square foot. Bare spots can be no larger than 6" square. Total bare spots must be less than 2% of the total seeded area.
- H. Contractor is responsible for maintenance of seeded area until acceptance by Owner.

END OF SECTION 015000

SECTION 017000 - PROJECT CLOSEOUT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for project closeout, including but not limited to:
 - 1. Punch List procedures.
 - 2. Project record document submittal.
 - 3. Operating and maintenance manual submittal.
 - 4. Submittal of warranties.
 - 5. Final cleaning.
- B. Closeout requirements for specific construction activities are included in the appropriate Sections in Divisions 1 through 26.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting punch list for certification of Substantial Completion, complete the following. List exceptions in the request.
 - 1. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100% completion for the portion of the Work claimed as substantially complete. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
 - a. If 100% completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
 - 2. Advise Owner of pending insurance change-over requirements.
 - 3. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.
 - 4. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates and similar releases.
 - 5. Submit record drawings, operations and maintenance manuals, and similar final record information. Operations and maintenance manuals shall be furnished to Owner 14 days before date operation and maintenance instructions and demonstrations are to occur.

ROOFTOP UNIT REPLACEMENT
SOUTHSIDE ELEMENTARY SCHOOL
MJT PROJECT NO. 20-081

6. Deliver tools, spare parts, extra stock, and similar items.
 7. Make final changeover of permanent locks and transmit keys to the Owner. Advise the Owner's personnel of changeover in security provisions.
 8. Complete start-up testing of systems, and instruction of the Owner's operating and maintenance personnel.
 9. Discontinue or change over and remove temporary facilities from the site, along with construction tools, mock-ups, and similar elements.
 10. Complete final clean up requirements, including touch-up painting. Touch-up and otherwise repair and restore marred exposed finishes.
- B. Contractor's Punch List Report: Prepare a complete list of all work remaining to be completed, deficiencies to be corrected, and any other items or requirements not yet fulfilled.
- C. Punch List Procedures: On receipt of a request for Punch List and the Contractor's Punch List Report, the Engineer will either proceed with Punch List or advise the Contractor of unfulfilled requirements. The Engineer will prepare the Certificate of Substantial Completion following Punch List, or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.
- D. The Engineer will repeat Punch List when requested and assured that the Work has been substantially completed.
- E. Results of the completed Punch List will form the basis of requirements for final acceptance.

1.4 FINAL ACCEPTANCE

- A. Preliminary Procedures: Before requesting final Punch List for certification of final acceptance and final payment, complete the following. List exceptions in the request.
1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
 2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
 3. Submit a certified copy of the Engineer's final Punch List of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance and the list has been endorsed and dated by the Engineer.
 4. Submit final meter readings for utilities, a measured record of stored fuel, and similar data as of the date of Substantial Completion, or when the Owner took possession of and responsibility for corresponding elements of the Work.
 5. Submit Consent of Surety to Final Payment.
 6. Submit a final liquidated damages settlement statement.
 7. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 8. See Project Closeout Checklist at the end of this Section for additional requirements.
- B. Punch List Backcheck Procedure: The Engineer will backcheck the Work upon receipt of notice that the Work, including Punch List items from earlier Punch Lists, has been completed,

except items whose completion has been delayed because of circumstances acceptable to the Engineer.

1. Upon completion of backcheck, the Engineer will prepare a certificate of final acceptance or advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.
2. Only if absolutely necessary, will the Punch List backcheck procedure be repeated. It is the Contractor's responsibility to inspect the Work and have all items completed prior to requesting a Punch List backcheck. All Engineer's costs incurred beyond the initial Punch List backcheck shall be borne by the Contractor.

1.5 RECORD DOCUMENT SUBMITTALS

- A. General: Refer to Section 017839, "Project Record Documents", for additional requirements. Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to record documents for the Engineer's reference during normal working hours.
- B. Maintenance Manuals: Refer to Section 017823, "Operation and Maintenance Data" for submittal requirements.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

3.1 CLOSEOUT PROCEDURES

- A. Operating and Maintenance Instructions: Arrange for each installer of equipment that requires regular maintenance to meet with the Owner's personnel to provide instruction in proper operation and maintenance. If installers are not experienced in procedures, provide instruction by manufacturer's representatives. Two weeks prior to all demonstrations, such as the mechanical and electrical controls and equipment, plumbing, and, fire alarm, the Owner shall have in his possession all related manuals of operation and maintenance for the system. The Owner shall be notified one week in advance of intended time and date of all above demonstrations. Include a detailed review of the following items:
 1. Maintenance manuals.
 2. Record documents.
 3. Spare parts and materials.
 4. Tools.
 5. Lubricants.
 6. Fuels.
 7. Identification systems.
 8. Control sequences.
 9. Hazards.
 10. Cleaning.

ROOFTOP UNIT REPLACEMENT
SOUTHSIDE ELEMENTARY SCHOOL
MJT PROJECT NO. 20-081

11. Warranties and bonds.
12. Maintenance agreements and similar continuing commitments.

B. As part of instruction for operating equipment, demonstrate the following procedures:

1. Start-up.
2. Shutdown.
3. Emergency operations.
4. Noise and vibration adjustments.
5. Safety procedures.
6. Economy and efficiency adjustments.
7. Effective energy utilization.
8. Trouble-shooting procedures and corrections (explain most frequent causes of failure).

P R O J E C T C L O S E O U T C H E C K L I S T

The following items must be submitted prior to processing Final Application and Certificate for Payment and Closeout of Project.

ITEM	STATUS
Certificate of Substantial Completion	Engineer will provide
Letter from Contractor indicating that items on the Punch List have been completed, corrected and accepted by the Engineer	Contractor will provide
Consent of the Surety Company to final payment General Release from Contractor	Contractor will provide
Release of Liens from Major Subcontractors	Contractor will provide
Affidavit of the Contractor that all Subcontractors and material men have been paid in full	Contractor will provide
Written certification from the Contractor to the Engineer and Owner that no asbestos containing materials or products were included in the Project	Contractor will provide
Record Drawings	Contractor will provide
Record Specifications	Contractor will provide
Operations and Maintenance Manuals	Contractor will provide
Standard Warranty from Contractor	Contractor will provide
Special Warranties from Materials & Equipment Suppliers	Contractor will provide
Cost proposals for all outstanding changes in the Contract.	Contractor will provide
Final Application and Certificate for Payment	Contractor will provide

END OF SECTION 017000

SECTION 017400 - FINAL CLEANING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for final cleaning at Substantial Completion.
- B. Special cleaning requirements for specific elements of the Work area included in appropriate Sections of Divisions 1 through 16.
- C. General Project closeout requirements are included in Section 017000, "Project Closeout".
- D. General cleanup and waste removal requirements are included in Section 015000, "Temporary Facilities".
- E. Environmental Requirements: Conduct cleaning and waste disposal operations in compliance with local laws and ordinances. Comply fully with federal and local environmental and anti-pollution regulations.
 - 1. Do not dispose of volatile wastes such as mineral spirits, oil or paint thinner in storm or sanitary drains.
 - 2. Burying of debris, rubbish or other waste material on the premises will not be permitted.

PART 2 - PRODUCTS

2.1 MATERIALS

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

PART 3 - EXECUTION

3.1 FINAL CLEANING

ROOFTOP UNIT REPLACEMENT
SOUTHSIDE ELEMENTARY SCHOOL
MJT PROJECT NO. 20-081

- A. General: Provide final cleaning operations when indicated. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit of Work to the condition expected from a commercial building cleaning and maintenance program. Comply with manufacturer's instructions.
- B. Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion for the entire Project or a portion of the Project.
- C. Clean the Project site, yard and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste materials, litter and foreign substances. Sweep paved areas broom clean. Remove petro-chemical spills, stains and other foreign deposits. Rake grounds that are neither planted nor paved, to a smooth even-textured surface.
- D. Remove tools, construction equipment, machinery and surplus material from the site.
- E. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
- F. Remove debris and surface dust from limited access spaces, including roofs, plenums, and similar spaces.
- G. Remove labels that are not permanent labels.
- H. Touch-up and otherwise repair and restore marred exposed finishes and surfaces. Replace finishes and surfaces that can not be satisfactorily repaired or restored, or that show evidence of repair or restoration. Do not paint over "UL" and similar labels, including mechanical and electrical name plates.
- I. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication, paint and mortar droppings and other foreign substances.
- J. Leave the Project clean and ready for occupancy.
- K. Removal of Temporary Protection: Remove temporary protection and facilities installed during construction to protect previously completed installations during the remainder of the construction period.
- L. Compliances: Comply with governing regulations and safety standards for cleaning operations. Remove waste materials from the site and dispose of in a lawful manner.
- M. Where extra materials of value remain after completion of associated construction have become the Owner's property, dispose of these materials as directed.

END OF SECTION 017400

SECTION 017823 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

1.2 DESCRIPTION

- A. Work Included: To aid the continued instruction of operating and maintenance personnel, and to provide a positive source of information regarding the products incorporated into the work, furnish and deliver the data described in this section and in pertinent other sections of these Specifications.
- B. Related Work: Required contents of submittals also may be amplified in pertinent other sections of these Specifications.

1.3 QUALITY ASSURANCE

- A. In preparing data required by this Section, use only personnel who are thoroughly trained and experienced in the operation and maintenance of the described items, completely familiar with the requirements of this Section, and skilled in communicating the essential data.

1.4 SUBMITTALS

- A. Unless otherwise directed in other sections or in writing by the Engineer, submit three copies of the final manual to the Engineer for approval prior to indoctrination of operation and maintenance personnel.

PART 2 - PRODUCTS

2.1 INSTRUCTION MANUALS

- A. Where instruction manuals are required to be submitted under other Sections of these Specifications, prepare in accordance with the provisions of this Section.
- B. Format:
 - 1. Size: 8-1/2" x11"
 - 2. Paper: White bond, at least 20 lb weight.

3. Text: Typed (Hand printed or written is not acceptable)
 4. Drawings: 11" x 8" preferable; bind in with text; foldouts are acceptable; larger drawings are acceptable if folded to fit within the manual and provide a drawing pocket inside rear cover or bind in with text.
 5. Fly Sheets: Separate each portion of the manual with neatly prepared Fly Sheets or tabbed index sheets briefly describing the contents of the ensuing portion. Fly Sheets or index tabs may be in color.
 6. Binding: Use heavy-duty plastic covers with binding mechanism concealed inside the manual; 3-ring binders or GBC binding is acceptable. All binding is subject to the Engineer's approval.
- C. Provide front and back covers for each manual, using durable plastic material approved by the Engineer, and clearly identified on the front cover with at least the following information:

OPERATING AND MAINTENANCE INSTRUCTIONS

FOR

SOUTHSIDE ELEMENTARY SCHOOL

(Name, addresses, and telephone numbers of Contractor and Subcontractors)

(name and address of Engineer)

(Engineer's approval and date approved)

D. Contents:

1. Neatly prepared and typewritten detailed table of contents.
2. Complete instructions regarding operation and maintenance of all equipment involved, including lubrication, disassembly, and re-assembly.
3. Complete nomenclature of all parts of all equipment.
4. Complete nomenclature and part number of all replaceable parts, name and address of nearest vendor, and all other data pertinent to procurement procedures.
5. Copy of all guarantees and warranties issued.
6. Manufacturer's bulletin, cuts, and descriptive data, where pertinent, clearly indicating the precise items included in this installation and deleting, or otherwise clearly indicating, all manufacturers' data with which this installation is not concerned.
7. Equipment inventory, refer to specification sections 230100 and 260100.
8. Such other data as required in pertinent Sections of these Specifications.

PART 3 - EXECUTION

3.1 INSTRUCTION MANUALS

- A. Final Manuals: Complete the Manuals in strict accordance with the Specifications and the Engineer's review comments.

ROOFTOP UNIT REPLACEMENT
SOUTHSIDE ELEMENTARY SCHOOL
MJT PROJECT NO. 20-081

- B. Submit one copy of the manual to Engineer for review.
- C. Revisions: Following the indoctrination and instruction of operation and maintenance personnel, review all proposed revisions of the Manual with the Engineer.
- D. Submit two bound copies of the manual and a two CD's containing an electronic version of the Manual in PDF format to the Engineer after completion of reviews.

END OF SECTION 017823

SECTION 017836 - WARRANTIES AND BONDS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies general administrative and procedural requirements for warranties and bonds required by the Contract Documents, including manufacturers' standard warranties on products and special warranties.
- B. Refer to the General Conditions for terms of the Contractor's special warranty of workmanship and materials.
- C. General closeout requirements are included in Section 017000, "Project Closeout".
- D. Specific requirements for warranties for the Work and products and installations that are specified to be warranted are included in the individual Sections of Divisions 1 through 26.
- E. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.
- F. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

1.3 DEFINITIONS

- A. Standard Product Warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.
- B. Special Warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

1.4 WARRANTY REQUIREMENTS

ROOFTOP UNIT REPLACEMENT
SOUTHSIDE ELEMENTARY SCHOOL
MJT PROJECT NO. 20-081

- A. Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.
- B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- C. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.
- D. Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.
- E. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
- F. The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.

1.5 SUBMITTALS

- A. Submit written warranties directly to the Owner, with copies to the Engineer prior to the date of final payment.
- B. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Engineer within fifteen days of completion of that designated portion of the Work.
- C. Form of Submittal: At Final Completion compile three copies of each required warranty and bond properly executed by the Contractor, or by the Contractor's subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.
- D. Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, one for each set, thickness as necessary to accommodate contents, and sized to receive 8-1/2" by 11" paper.
 - 1. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the

ROOFTOP UNIT REPLACEMENT
SOUTHSIDE ELEMENTARY SCHOOL
MJT PROJECT NO. 20-081

- product or installation, including the name of the product, and the name, address and telephone number of the installer.
2. Identify each binder on the front and the spine with the typed or printed title "WARRANTIES AND BONDS", the Project title or name, and the name of the Contractor.
- E. When operating and maintenance manuals are required for warranted construction, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION 017836

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

1.2 DESCRIPTION

- A. Work Included:
 - 1. Throughout progress of the work, maintain an accurate record of changes in the Contract Documents, as described in this Section.
 - 2. Upon completion of the work, transfer the recorded changes to a set of Record Documents, as described in this Section. Cross reference all changes to addenda, change orders, etc.

1.3 QUALITY ASSURANCE

- A. Assign the responsibility for maintenance of Record Documents to one person on the Contractor's staff as approved by the Engineer.
- B. Accuracy of Records:
 - 1. Thoroughly coordinate changes within the Record Documents, making adequate and proper entries on each page of the Specifications and each sheet of drawings and other documents where such entry is required to show the change properly.
 - 2. Accuracy of records shall be such that future search for items shown in the Contract Documents may rely reasonably on information obtained from the approved Project Record Documents.
- C. Make entries within 24 hours after receipt of information that the change has occurred.

1.4 SUBMITTALS

- A. The Engineer's approval of the current status of Project Record Documents is a prerequisite to the Engineer's approval of requests for progress payment and request for final payment under the Contract.
- B. Prior to submitting each request for progress payment, secure the Engineer's approval of the current status of the Project Record Documents.

- C. Prior to submitting request for final payment, submit the final Project Record Documents to the Engineer and secure his approval.

1.5 PRODUCT HANDLING

- A. Maintain the job set of Record Documents completely protected from deterioration and from loss and damage until completion of the work and transfer of all recorded data to the final Project Record Documents.
- B. In the event of loss of the recorded data, use means necessary to again secure the data to the Engineer's approval.
 - 1. Such means shall include, if necessary in the opinion of the Engineer, removal and replacement of concealed materials.
 - 2. In such case, provide replacements to the standards originally required by the Contract Documents.

1.6 MAINTENANCE OF JOB SET

- A. Identify each of the job set documents with the title, "RECORD DOCUMENTS - JOB SET".
- B. Preservation of Documents:
 - 1. Considering the Contract completion time, the probable number of occasions upon which the job set must be taken out for new entries and for examination, and the conditions under which these activities will be performed, devise a suitable method for protecting the job set suitable to the Engineer.
 - 2. Do not use the job set for any purpose except entry of new data and for review by the Engineer, until start of transfer of data to the final Project Record Documents.
 - 3. Maintain the job set at the site of work as that site is designated by the Engineer.
- C. Making Entries on Drawings:
 - 1. Using an erasable colored pencil (not ink or indelible pencil), clearly describe the change by graphic line and note as required. Colors that are not reproducible using standard printing procedures shall not be used.
 - 2. Date all entries.
 - 3. Call attention to the entry by drawing a box or other shape in a manner that avoids confusion with the original shapes and elements on the drawing around the area or areas affected.
 - 4. In the event of overlapping changes, use different colors for the overlapping changes.
- D. Make entries in the pertinent other documents as approved by the Engineer.
- E. Conversion of Schematic Layouts:

1. In some cases on the drawings, arrangements of conduits, circuits, piping, ducts, and similar items, are shown schematically and are not intended to portray precise physical layout.
 - a. Final physical arrangement is determined by the Contractor, subject to the Engineer's approval.
 - b. However, design of future modifications of the facility may require accurate information as to the final physical layout of items which are shown only schematically on the drawings.
2. The Engineer may waive the requirements for conversion of schematic layouts where, in the Engineer's judgment, conversion served no useful purpose. However, do not rely upon waivers being issued except as specifically issued in writing by the Engineer.

1.7 FINAL PROJECT RECORD DOCUMENTS

- A. The purpose of the final Project Record Documents is to provide factual information regarding all aspects of the work, both concealed and visible, to enable future modification of the work to proceed without lengthy and expensive site measurement, investigation, and examination.
- B. Review and Submittal:
 1. Submit the completed set of Project Record Documents to the Engineer for approval.
 2. Make required changes and promptly deliver the final Project Record Documents to the Engineer.

1.8 CHANGES SUBSEQUENT TO ACCEPTANCE

- A. The Contractor has no responsibility for recording changes in the work subsequent to final completion, except for changes resulting from work performed under warranty.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 017839

SECTION 018700 - MATERIALS AND EQUIPMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

1.2 QUALITY ASSURANCE

- A. Source Limitations: To the fullest extent possible, provide products of the same kind, from a single source.
- B. Compatibility of Options: When the Contractor is given the option of selecting between two or more products for use on the Project, the product selected shall be compatible with products previously selected, even if previously selected products were also options.
- C. Nameplates: Except for required labels and operating data, do not attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products which will be exposed to view in occupied spaces or on the exterior.
- D. Labels: Locate required product labels and stamps on a concealed surface or, where required for observation after installation, on an accessible surface that is not conspicuous.
- E. Equipment Nameplates: Provide a permanent nameplate on each item of service-connected or power-operated equipment. Locate on an easily accessible surface which is inconspicuous in occupied spaces. The nameplate shall contain the following information and other essential operating data:
 - 1. Name of product and manufacturer.
 - 2. Model and serial number.
 - 3. Capacity.
 - 4. Speed.
 - 5. Ratings.

1.3 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver, store and handle products in accordance with the manufacturer's recommendations, using means and methods that will prevent damage, deterioration and loss, including theft.
- B. Schedule delivery to minimize long-term storage at the site and to prevent overcrowding of construction spaces.
- C. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.

- D. Deliver products to the site in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting and installing.
- E. Inspect products upon delivery to ensure compliance with the Contract Documents, and to ensure that products are undamaged and properly protected.
- F. Store products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units.
- G. Store heavy materials away from the Project structure in a manner that will not endanger the supporting construction.
- H. Store products subject to damage by the elements above ground, under cover in a weathertight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's instructions.

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, unused at the time of installation.
- B. Provide products complete with all accessories, trim, finish, safety guards and other devices and details needed for a complete installation and for the intended use and effect.
- C. Standard Products: Where available, provide standard products of types that have been produced and used successfully in similar situations on other projects.
- D. Product Selection Procedures: Product selection is governed by the Contract Documents and governing regulations, not by previous Project experience. Procedures governing product selection include the following:
- E. Semi-proprietary Specification Requirements: Where three or more products or manufacturers are named, provide one of the products indicated. No substitutions will be permitted.
- F. Where products or manufacturers are specified by name, accompanied by the term "or equal" or "or approved equal" comply with the Contract Document provisions concerning "substitutions" to obtain approval for use of an unnamed product.
- G. Non-Proprietary Specifications: When the Specifications list products or manufacturers that are available and may be incorporated in the Work, but do not restrict the Contractor to use of these products only, the Contractor may propose any available product that complies with Contract requirements. Comply with Contract Document provisions concerning "substitutions" to obtain approval for use of an unnamed product.

- H. Descriptive Specification Requirements: Where Specifications describe a product or assembly, listing exact characteristics required, with or without use of a brand or trade name, provide a product or assembly that provides the characteristics and otherwise complies with Contract requirements.
- I. Performance Specification Requirements: Where Specifications require compliance with performance requirements, provide products that comply with these requirements, and are recommended by the manufacturer for the application indicated. General overall performance of a product is implied where the product is specified for a specific application.
 - 1. Manufacturer's recommendations may be contained in published product literature, or by the manufacturer's certification of performance.
- J. Compliance with Standards, Codes and Regulations: Where the Specifications only require compliance with an imposed code, standard or regulation, select a product that complies with the standards, codes or regulations specified.
- K. Visual Matching: Where Specifications require matching an established Sample, the Engineer's decision will be final on whether a proposed product matches satisfactorily.
 - 1. Where no product available within the specified category matches satisfactorily and also complies with other specified requirements, comply with provisions of the Contract Documents concerning "substitutions" for selection of a matching product in another product category, or for noncompliance with specified requirements.
- L. Visual Selection: Where specified product requirements include the phrase "...as selected from manufacturer's standard colors, patterns, textures..." or a similar phrase, select a product and manufacturer that complies with other specified requirements. The Engineer will select the color, pattern and texture from the product line selected.

PART 3 - EXECUTION

3.1 INSTALLATION OF PRODUCTS

- A. Comply with manufacturer's instructions and recommendations for installation of products in the applications indicated. Anchor each product securely in place, accurately located and aligned with other Work.
- B. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

END OF SECTION 018700

SECTION 230100 - MECHANICAL GENERAL PROVISIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. This Section forms a part of all Division(s) 23 Sections.

1.2 APPLICABLE SPECIFICATIONS, CODES AND STANDARDS

- A. Latest effective publications of following Specifications, regulations, standards, codes, etc., as applicable, form a part of these Specifications the same as if written fully herein and shall be followed as minimum requirements.

Codes and ordinances of local governing agencies:

AGA	American Gas Association
AHRI	Air Conditioning, Heating and Refrigeration Institute
AMCA	Air Moving and Conditioning Association
ANSI	American National Standard Institute
ASHRAE	American Society of Heating, Refrigerating and Air-conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
IEEE	Institute of Electrical and Electronics Engineers
NAFM	National Association of Fan Manufacturers
NEC 2014	National Electrical Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
OSHA	Occupational Safety and Health Administration
SMACNA	Sheet Metal and Air-conditioning Contractors National Association
UFAS	Uniform Federal Accessibility Standards
UL	Underwriters Laboratories, Inc.
VFSR	Virginia Fire Safety Regulations
VUSBC	Virginia Uniform Statewide Building Code, 2015 Edition

1.3 DRAWINGS

- A. General arrangements of indicated piping, ductwork and equipment are diagrammatic only, do not scale. Where rearrangement is necessary, submit drawings of proposed changes for approval. Due to scale of drawings, offsets, fittings and accessories may not be indicated. Work indicated, but having details omitted, shall be provided complete to perform function intended without extra cost. Investigate existing structural and finish conditions in building affecting heating, ventilating and air-conditioning work, etc., and arrange work accordingly. Furnish

fittings, traps, offsets, vents, valves and accessories required. Install equipment in accordance with manufacturer's recommendations and clearance requirements.

1.4 COORDINATION

- A. Coordinate piping, ducts and equipment with existing electrical, structural and architectural conditions and work in order to avoid omissions and to eliminate any interference. Report in writing discrepancies, if found, to the Engineer as soon as possible after discovery.

1.5 WORKMANSHIP

- A. Workmanship shall be first class and of best quality in accordance with approved contemporary construction practices. Defective equipment and materials, or material damaged in the course of installation and tests shall be replaced or repaired in an approved manner.

1.6 CUTTING

- A. Cutting shall be carefully done. Repair damage to the building, piping, wiring, or equipment as a result of cutting for installation, using skilled mechanics of trade involved.

1.7 APPROVAL OF MATERIALS, FIXTURES AND EQUIPMENT

- A. See Specification Section 013300 "Submittals", for shop drawing submittal procedures. Within 30 days after award of the Contract and before any purchases are made, submit for approval a complete list of materials, fixtures and equipment proposed, together with names of manufacturers and catalog numbers for each Specification Section. Furnish other detailed information where directed. No consideration will be given to partial lists submitted from time to time. Approval of materials shall be based on manufacturer's published ratings. Materials, fixtures and equipment listed which are not in accordance with specified requirements shall be rejected. Contractor shall make resubmission of items not approved within 30 days from date of rejections. Submission shall be complete with description, ratings, dimensions and related items and any additional information required by the Architect/Engineer/Owner.
- B. Materials and equipment shall be new, conforming to these Specifications.
- C. Two or more units of same class of equipment shall be product of single manufacturer; however, component parts of system need not be product of same manufacturer.
- D. Mechanical design has given full consideration to space requirements for equipment specified. Contractor is responsible for selecting equipment that will be accommodated by this space. Equipment not conforming to space allotted shall be rejected.
- E. Mechanical design has given full consideration for electrical requirements for equipment. Contractor is responsible for selecting equipment that will be accommodated by the electrical design indicated. Equipment not conforming to the electrical design provided under Division 26 is the Contractor's responsibility. All electrical changes required to accommodate the

equipment provided shall be furnished and installed by the Contractor without change in Contract price or time of completion. This shall include but not be limited to wiring, conduit, circuit breakers, disconnect switches, starters and controllers.

- F. Submit one copy of equipment installation manuals to the Engineer for his use.

1.8 EQUIPMENT DESIGN

- A. Equipment and accessories not specifically described or identified by manufacturer's catalog numbers shall be designed in conformity with ASME, ANSI, IEEE, or other applicable technical standards, suitable for maximum working pressure and shall have neat and finished appearance.

1.9 SUPERVISION

- A. The Contractor for each Section under this Division shall maintain a competent foreman on the job at all times to supervise the work and coordinate with other trades for the installation of the system. Submit foreman's qualifications, including master's trade license, to the Engineer for approval.

1.10 NOTICES AND FEES

- A. Give all required notices, obtain all necessary permits (including a separate permit for the installation of refrigerant lines if required by the local "Authority Having Jurisdiction") and pay all required fees.

1.11 RECORD DRAWINGS

- A. Refer to Specification Section 017839 "Project Record Documents"

1.12 OPERATION AND MAINTENANCE MANUALS

- A. Refer to Specification Section 017823 "Operation and Maintenance Data"

1.13 OWNER'S TRAINING

- A. Upon completion of work and at a time designated by the Engineer, the services of competent persons shall be provided as required to instruct Owner's representative in operation and maintenance of systems. Training sessions shall be a combination of on-site and in-classroom training and shall be a minimum of two 8-hour sessions. All training shall be video recorded by the Contractor and provided in DVD format. Two copies of the DVD shall be submitted to the Owner.

1.14 WARRANTY-GUARANTEE

- A. Contractor shall furnish written warranty, countersigned and guaranteed by the General Contractor, stating that work executed under this Section of the Specifications shall be free from defects of materials and workmanship for a period of 12 months from date of Substantial Completion.
- B. Contractor shall service the systems for 12 months from date of Substantial Completion. Such service shall include all emergency services and adjustments, except cleaning/changing of filters. Adjustments and repairs to equipment shall be made by the original equipment manufacturer (OEM). Third party service agencies are not acceptable for making repairs or adjustments to equipment during the warranty period.
- C. The equipment manufacturer and Contractor shall provide a one-year material, labor and refrigerant warranty on all compressors. In addition, the manufacturer shall provide a material only warranty on all compressors for a period of 5 years total, beginning at the date of start-up of the compressor.

1.15 WELDER'S CERTIFICATIONS

- A. Submit welder's certifications to the Engineer/Architect for approval.

PART 2 - PRODUCTS

2.1 PIPE AND DUCT SUPPORTS

- A. Provide pipe and duct supports. Contractor shall be responsible for proper and permanent location. Pipe and duct shall not be permitted to pass through beams, or ribs, unless indicated and/or approved.
- B. Gas piping and condensate piping on roof shall be supported by support blocks manufactured by ROOF TOP BLOX model RTB-01, or approved equal. The support blocks must be designed to eliminate roof penetrations, flashings or damage to roofing membrane. Support body shall be made of recycled UV-resistant Polypropylene Copolymer. Base platform material shall be 1" thick, 25psi, type 4 closed cell structural foam to distribute and evenly cushion loads. Support top surface shall have molded in pipe organizing saddles and strut mounting cradle. The top surface shall also have screw guide indents and engineered internal screw thread gripping feature. Block must accept up to 1/2" threaded rod using side entry nut slots to allow fast top side assembly and piping height adjustments or attachment of galvanized slotted steel strut channel. For roof mounted piping provide approved pipe supports every four feet for Polyvinyl Chloride (PVC) and every six feet for Copper. Provide polycarbonate securing brackets model SCB07. Brackets shall secure support directly to the roof membrane with M-1 structural adhesive.
- C. Support and fasten fixtures and equipment in an approved manner.

- D. Ductwork shall be supported in accordance with SMACNA, HVAC Duct Construction Standards, unless otherwise noted or indicated. Ductwork shall be supported using threaded rod or solid metal strap as required by SMACNA. No other materials, such as perforated metal strap, or cloth strap, are acceptable. Wire may be used to hang round duct smaller than 10"; however, solid metal strap shall be used to wrap around duct. Wire shall not be used for rectangular duct or round duct larger than 10".

2.2 UNIONS

- A. Unions shall be installed on each side of all control valves, regulators and similar items and one side of all pieces of equipment, such as pumps, tanks, etc., so that such equipment shall be readily disconnected and removed if necessary.

2.3 DIELECTRIC CONNECTIONS

- A. Dielectric connections shall be provided at all connections between ferrous and nonferrous piping or metals, except drain piping connections at drain pans for cooling coils and valves having cast-bronze adapters.

2.4 ELECTRICAL WORK FOR EQUIPMENT UNDER MECHANICAL SYSTEMS

- A. All electrical power wiring required for equipment installed under Division 23 Sections shall be provided under Division 26 Sections with all necessary approved wiring diagrams and guidance provided under Division 23 Sections, with the exception of power wiring to Automatic Temperature Control panels which shall be provided by the Automatic Temperature Control Contractor.
- B. All control and power wiring required for temperature control system and all interlocking and accessory control wiring required for equipment installed under Division 23 Sections shall be installed by the Mechanical and Temperature Control Contractors.
- C. Auxiliary 120-Volt contacts shall be provided to give control and interlocking as required or as indicated.
- D. Where control voltages are different from motor voltages, a control-voltage transformer shall be provided as a part of the starter.
- E. The Contractor shall be responsible for coordinating with the Division 26 Contractor for providing properly sized circuit breakers to serve equipment and motors furnished which differ from that specified or indicated. This shall be further understood to include branch circuit wiring, conduit, disconnect switches, etc., in accordance with the appropriate codes and specifications. The cost of providing this increased electrical service and related work shall be included under the applicable section under which the equipment and motors are being furnished, at no additional cost to Owner.
- F. The Owner's Automatic Temperature Controls Contractor shall be responsible for providing circuit breakers and power wiring and conduit from electrical panels installed under Division

26 to Automatic Temperature Controls panels. All electrical work shall be in accordance with appropriate codes and Division 26 specifications.

- G. The Mechanical Contractor shall be responsible for the installation and mounting of all duct smoke detectors in existing ductwork. The duct smoke detector shall be furnished and provided with all fire alarm wiring under Division 28. Any and all Temperature Control wiring shall be provided under Division 23. Refer to the mechanical drawings for locations in new ductwork. Refer to the electrical drawings for locations of existing detectors to be replaced. Coordinate the installation of the detectors with the Electrical and Automatic Temperature Control Contractors.

2.5 MACHINERY ACCESSORIES

- A. Provide oil-level gages, grease cups and grease-gun fittings for machinery bearings as recommended by machinery manufacturer; where these lubricating means are not easily accessible, extend to locations as directed. Furnish all grease-gun fittings of uniform type.

2.6 AIR BALANCING DEVICES

- A. Furnish any additional material or equipment, such as sheaves, belts, motors and balancing devices, required to complete and/or adjust and balance the systems as recommended by the TAB Agency at no additional cost to the Owner. Failure to provide additional means of adjusting and balancing will not relieve the Contractor of responsibility for properly adjusting and balancing the various systems as intended.

PART 3 - EXECUTION

3.1 PIPE INSTALLATION

- A. Pipe systems shall be complete. Pipe shall be of size indicated or, where not indicated, shall be of size required to produce capacities of the equipment specified.
- B. Install runs of piping as indicated. Cut pipe accurately to measurements established at the building by the Contractor and work into place without springing or forcing. Do not cut or move any structural portions of the building without approval. Run piping on roof parallel with lines of buildings, unless otherwise shown or specified.
- C. Install piping to allow for expansion and contraction. Make connections equipment in such manner as to eliminate undue strains in piping and equipment and to prevent noise transmission. Provide necessary fittings and bends to avoid springing of pipes during assembly. Make changes in pipe sizes with reducing fittings.
- D. Pipe outlets of condensate drains to roof drains unless otherwise indicated.
- E. Unless otherwise indicated, connections to equipment shall be as shown by manufacturer's data. Make piping connections to equipment with unions or flanged connections arranged so

that equipment can be dismantled without disturbing the piping installation. Provide valves to isolate equipment for service or removal.

- F. Close pipe openings with caps or plugs during installation.
- G. Ream pipe after cutting and before threading and remove burrs. Make screwed joints with graphite and oil or approved graphite compound applied to threads only. Cut threads full and not more than three threads on pipe shall remain exposed. Caulking of threaded joints to stop or prevent leaks will not be permitted. Provide unions where required for disconnection.

3.2 EQUIPMENT INSTALLATION

- A. Erect equipment in neat and workmanlike manner. Align, level and adjust for satisfactory operation. Install so that connecting of piping and accessories can be made readily and so that parts are easily accessible for inspection, operation, maintenance and repair. Minor deviation from indicated arrangements may be made as approved by Engineer.

3.3 EQUIPMENT SUPPORTS AND FOUNDATIONS

- A. Design and construct supporting structures of strength to safely withstand stresses to which they may be subjected and to distribute properly the load and impact over building areas. Conform to applicable technical societies' standards, also to codes and regulations of agencies having jurisdiction. Obtain approval before fabrication.
- B. Provide adequate supports for roof-mounted mechanical equipment. Supports shall keep equipment clear of roof and transmit weight to roof structure as approved by Engineer.

3.4 NOISE AND VIBRATION

- A. Mechanical and electrical equipment shall operate without objectionable noise or vibration as determined by the Engineer.
- B. If such objectionable noise or vibration should be produced and transmitted to occupied portions of building by apparatus, piping, ducts, or other parts of mechanical and electrical work, make necessary changes and additions as approved, without extra cost to the Owner.
- C. Isolators shall prevent, as far as practicable, the transmission of vibration, noise, or hum to any part of building.
- D. Isolators shall suit vibration frequency to be absorbed. Provide isolator units of area and distribution to obtain proper resiliency under load and impact.

3.5 PROTECTION OF EQUIPMENT AND MATERIALS

- A. Responsibility for care and protection of mechanical equipment rests with Contractor until Substantial Completion of the work.

ROOFTOP UNIT REPLACEMENT
SOUTHSIDE ELEMENTARY SCHOOL
MJT PROJECT NO. 20-081

- B. After delivery, before and after installation, protect equipment and materials against theft, injury, the environment, or damages from all causes.
- C. Protect equipment outlets and pipe openings with temporary plugs or caps.
- D. During construction, seal off all openings into interior of equipment and ductwork with sheet metal or taped polyethylene sheathing to prevent infiltration of dust.
- E. Temporary MERV 8 filters shall be provided a minimum of every 14 days for all fans that are operated during construction and new MERV 8 filters shall be installed after all construction dirt has been removed from the building just prior to testing and balancing. Following the testing and balancing, MERV 8 filters shall be provided a minimum of every 14 days for all fans that are operated during construction. Just prior to Final Completion, all filters shall be replaced with the final MERV 8 filters. Ducts shall be inspected for dust and dirt. Contractor shall provide a signed statement to indicate that new filters for each piece of equipment were installed just before Final Completion. Construction filters shall be removed and not be used as the final set of filters. The contractor shall keep a filter replacement log that includes equipment identifications and dates of filter installation. Log shall be provided to the Engineer and Owner for review on a monthly cycle. Should the Contractor fail to comply with the filter changes as specified, the Owner may, at his discretion, hire through a separate contract the specified filter changes and withhold the cost for this work from the construction contract amount as a back charge to the Contractor.
- F. Provide a spare filter (or sets of filters for equipment that require multiples) for each piece of equipment. Turn filters over to Owner with proper transmittal prior to Final Completion.
- G. Equipment suitable for exterior installation (i.e., rooftop units, etc.) shall not be delivered to the job site until it is ready to be installed in its permanent location.

3.6 CONTRACTOR'S RESPONSIBILITY FOR MANUFACTURER'S AUTHORIZED FIELD START UP

- A. The equipment manufacturer shall furnish a factory-trained and certified service technician without additional charge to start the HVAC equipment. This individual's certifications shall be submitted as a shop drawing along with the equipment and shall be reviewed and approved by the Engineer. Unit manufacturers shall maintain service capabilities no more than 100 miles from the job site.
- B. The HVAC equipment to be started by the manufacturer's certified technician shall include:
 - 1. Packaged Multizone rooftop air conditioning units
- C. The manufacturer shall furnish complete submittal wiring diagrams of the HVAC equipment as applicable for field maintenance and service.
- D. Start-up sheets on all equipment shall be submitted and reviewed by the engineer. An approved copy shall be included in the final TAB report. If required, this same representative shall be made available to review the startup sheets onsite with the Engineer and Owner.

3.7 CONTRACTOR'S RESPONSIBILITY FOR TESTING, ADJUSTING AND BALANCING (TAB)

- A. Provide the TAB Agency a full set of Contract Documents (drawings and technical specifications), all manufacturers' approved submittal data and copies of revised data as soon as possible.
- B. Ensure that a current TAB Engineer's certification certificate is kept on file.
- C. Ensure all systems have been installed and are in 100% working order before the TAB Engineer is called to the job site, including but not limited to ductwork, piping, terminals, electrical and ATC. The Contractor shall verify that each item of the Pre-TAB Checklist (see Appendix A) has been completed and shall deliver a signed copy of the Pre-TAB Checklist to the Owner's Representative and the TAB Agency attesting that the project is complete and ready for TAB work to begin.
- D. Provide adequate access to all points of measurement and adjustment and ensure that all dampers operate freely.
- E. Provide a factory representative for all major pieces of equipment as requested by the TAB Agency to assist in operation and performance verification of equipment.
- F. Cooperate with the TAB Agency to help operate and adjust the control systems directly related to TAB work and provide any specialties required to make such adjustments.
- G. Carefully review the drawings and Specifications for the various systems noting all facilities incorporated in the design for purposes of adjusting and balancing. Should it be deemed necessary to provide additional dampers, baffles, valves, or other devices which would aid in the required adjusting and balancing, same shall be provided by the installing contractor.

3.8 CLEANING, PAINTING AND IDENTIFICATION

- A. Remove from site excess material, equipment protection, etc. Thoroughly clean piping, hangers, equipment, fixtures and trimmings and leave every part in perfect condition ready for use, painting, or insulation as required.
- B. Paint exterior surfaces of equipment supports and other ferrous metal work, except that which is galvanized, with one coat of RUSTOLEUM damp-proof red primer, or approved equal.

3.9 EQUIPMENT MARKING

- A. Label all mechanical equipment, including control panels, and rooftop units.
- B. Labels shall be machine engraved, laminated, 1/8" thick, Bakelite, nameplate type. Labels shall be black faces with white letters.

ROOFTOP UNIT REPLACEMENT
SOUTHSIDE ELEMENTARY SCHOOL
MJT PROJECT NO. 20-081

- C. Labels shall have 1/4" high letters.
- D. Labels shall be rigidly attached using rivets or screws. Adhesive backing is not acceptable.

APPENDIX A

PRE-TAB CHECKLIST

A. GENERAL

1. All components of the HVAC system have been installed, including controls and control wiring.
2. Power wiring has been installed and energized to all motorized equipment. Also, all line voltage control wiring required has been installed.
3. All equipment has been started and run tested through all specified sequences of operation by factory-authorized representatives and all safety controls have been verified to be operational.

B. AIR DISTRIBUTION AND VENTILATION SYSTEMS

1. All air system filters have been replaced with new filters. The air moving equipment, ductwork and air terminals are installed and connected. All air systems are unobstructed and free of debris.
2. All manual volume control dampers required are installed and properly connected to adjustment handles. All damper handles are accessible and not covered by insulation or draw bands. All automatic dampers required have been installed with linkages connected and adjusted to provide the specified sequence of operation.
3. Fans are rotating in correct direction. Fans have been lubricated. Drive pulleys are aligned and belt tension is correct. Setscrews are tight securing keys into key-ways. Fan wheels turn freely and are balanced. Belt guards are in place.
4. Vibration isolators and flexible connectors have been installed where required. With fans in operation, there is no excessive vibration of fan assemblies or ductwork.

I, _____ an authorized representative of
(Signature and Title)

(Company)

attest that all items contained in the above Pre-Tab Checklist have been completed

and verified as of this date: _____.

END OF SECTION 230100

New Equipment Inventory

Project Name: [Add Project Name]

Project Address: [Add Project Address]

Description of Item: _____
(ie, Air Handling Unit, Ductless Split System, etc)

Classification:

- ☐ HVAC
- ☐ Plumbing
- ☐ Sprinkler/Fire Protection

Building: _____

Equipment Location (Room Number): _____

Date Purchased: _____

Date Placed in Service: _____

Original Cost: _____

Life Expectancy (years): _____

Estimated Replacement Date: _____

Estimated Replacement Cost: _____

Manufacturer: _____

Model/Serial #: _____

SECTION 230500 - HEATING, VENTILATING AND AIR CONDITIONING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, Division 1 Specification Sections and Section 230100 "Mechanical General Provisions" apply to this Section.
- B. Refer to Specification Sections 230900 "Automatic Temperature Controls" for additional requirements and coordination between equipment and controls.

1.2 WARRANTY-GUARANTEE

- A. Contractor shall furnish written warranty, countersigned and guaranteed by the General Contractor, stating that work executed under this Section of the Specifications shall be free from defects of material and workmanship for a period of 12 months from date of Substantial Completion of the building. Refer to Section 230100 for additional warranty period responsibilities.

1.3 SUBMITTALS

- A. Submit manufacturer's performance data and unit details on all products specified below or indicated on drawings.

1.4 PROTECTION OF EQUIPMENT AND MATERIAL

- A. All equipment and material not specifically designed for exterior installation shall not be delivered to the job site until an indoor, dry location is available for storage. All equipment and material shall be covered and protected from dirt, debris, moisture, paint, coatings and damage of any kind. Store off the floor, in a location approved by the Owner, to prevent contact with water.
- B. All air-conveying equipment and material, including but not limited to rooftop units and adapter curbs shall be kept clean as described above and all airside surfaces shall be wiped clean (metal surfaces) prior to installation. Where equipment surfaces are subject to additional accumulation of dirt and debris, interior cleaning shall be done after the completion of ductwork installation at all unit openings.
 - 1. Exterior surfaces of all equipment shall be cleaned at completion of construction in a manner that condition and appearance of equipment is the same as it left the factory.
 - 2. No equipment shall be run without approval by the Engineer. Prior to granting approval, the Engineer will require the building to be broom swept clean without air bourn dust which can be pulled into the duct system. An individual area of the building may be

partitioned off for temporary use of the HVAC system provided a partition is erected to separate it from the dirty areas and the air handler is adjusted to positively pressurize the conditioned area. The Contractor shall provide temporary filters for all intakes and return connections to air-conveying equipment at his own expense during the construction process in accordance with Specification Section 230100. Generally, a 2-inch MERV 8 temporary filter shall be placed over the return opening followed by two layers of blue construction filter media. The outer layer of blue media shall be changed weekly or sooner if the media is no longer blue. At all times the filter media must be monitored for breakthrough. Maintain a filter log to record all inspections and changes. Filters shall be changed every 14 days regardless of condition. The Contractor assumes full responsibility for cleanliness of all equipment operated during the construction period and any ductwork used to convey air during construction prior to meeting Substantial Completion. If dust migrates into the duct system, it must be professionally cleaned. The Contractor shall clean all equipment to like-new condition as it appeared when it left the factory prior to substantial completion. All damages shall be repaired/replaced at the Contractor's expense.

3. Operation of the HVAC system during construction requires the safeties and duct smoke detectors to be operational to protect the building and personnel.

PART 2 - PRODUCTS

2.1 HEAT GENERATION (NOT USED)

2.2 REFRIGERATION (NOT USED)

2.3 AIR HANDLING EQUIPMENT (NOT USED)

2.4 UNITARY EQUIPMENT

A. Rooftop Multizone Air Conditioning Units (RTU-1 thru RTU-7):

1. Rooftop Air Conditioning Units shall be built to the level of quality as herein specified and to the description of the Rooftop Unit Schedule.
2. Unless stated otherwise, rooftop air-handling units shall be shipped to the job in one piece, factory assembled. Modular units assembled to achieve a close proximity to the intent of this specification shall not be considered equal. All equipment shall where specified and applicable, be pre-wired, and factory certified by an approved testing agency such as ETL, UL, CSA prior to shipment.
3. The units shall be pre-wired and shall bear an approved label with all the necessary identification marks, electrical data, and any necessary cautions as required by the National Electric Code.
4. All electrical circuits shall undergo a dielectric strength test and shall be factory tested and checked as to proper function.
5. Units shall be as manufactured by Engineered Air, Annex Air, Trane, York or approved equal.

6. Unit Construction:

- a. Unit casing shall be of minimum 18-gauge satin coat galvanized sheet metal. Surfaces shall be cleaned with a degreasing solvent to remove oil and metal oxides and primed with a two-part acid based etching primer. Finish coat shall be polyurethane and applied to all exposed surfaces. All unprotected metal and welds shall be factory coated. Color shall be manufacturers standard color.
- b. All walls, roofs and floors shall be of formed construction, with at least two breaks at each joint. Joints shall be secured by sheet metal screws or pop rivets. Wall and floor joints shall be broken in and on all outdoor units roof joints broken out (exposed) for rigidity. All joints shall be caulked with a water-resistant sealant
- c. The unit shall be provided with a 22-gauge solid galvanized metal liner over insulated areas including unit underside.
- d. Units shall be provided with access doors to the following components: fans and motors, filters, dampers and operators, access plenums, electrical control panels, burner, compressor compartments. Access doors shall be large enough for easy access. Removal of screwed wall panels will not be acceptable.
- e. Units shall be provided with hinged access doors which open outwards on all sections. Doors located on sections with positive pressure shall have a red warning label and a safety device must be affixed.
- f. All hinged access doors shall include welded steel frames. Doors shall be fully lined, come complete with bulb trim seal gasket and Leverlok handles, operable from both sides. All doors shall have two (2) handles internally linked to allow access with the use of one (1) handle. Doors utilizing continuous piano hinges must include stainless steel hinge assemblies. Pre-manufactured, non-thermal, 2" double wall doors as manufactured by AJ MANUFACTURING INC. will be considered equal. Unit manufacturer's standard door construction will not be considered equal.
- g. All units shall be internally insulated with 2" thick nominal 3 lb./cu.ft. density acoustic insulation.
- h. Insulation shall be secured with steel angles. All longitudinal insulation joints and butt ends shall be covered by a sheet metal break to prevent erosion of exposed edges. Drain pans and all floor areas shall be insulated on the underside.
- i. Cooling coil drain pans shall be fabricated of stainless steel and are an integral part of the floor paneling, a minimum of 2" deep, with welded corners. Drain pans shall extend a minimum of 6" downstream of coil face and be provided with a 1½" S.S. M.P.T. drain connection. Drain pans shall have a fast pan and be sloped and pitched such that there is no standing water. Intermediate fast pans shall be provided between cooling coils where required for effective moisture removal.
- j. The floor is to act as drain pan complete with 2" upturn standing seams around perimeter (or 2" perimeter collar continuously welded to the unit base) and welded corners to ensure the floor is watertight. Alternately screwing down, tack welding and caulking of this collar is not acceptable. Provide 1" drain connections for complete drainability of the base pan.
- k. Units shall be weatherproofed and equipped for installation outdoors. This shall include generally for the prevention of infiltration of rain and snow into the unit, louvers or hoods on air intakes and exhaust openings with 1" galvanized inlet screens; diverters over all access doors; all joints caulked with a water-resistant sealant; roof joints turned up 2" with three break interlocking design; outer wall

ROOFTOP UNIT REPLACEMENT
SOUTHSIDE ELEMENTARY SCHOOL
MJT PROJECT NO. 20-081

panels extend a minimum of 1/4" below the floor panel; drain trap(s) connections for field supply and installation of drain traps.

1. Units mounted shall incorporate welded floor to base construction. Floors are of three break upstanding design with welded corners and free of penetrations. Unit underside joints are caulked.
7. Fans:
 - a. Centrifugal fans shall be rated in accordance with AMCA Standard Test Code, Bulletin 210. Fan manufacturer shall be a member of AMCA. All fans and fan assemblies shall be dynamically balanced during factory test run. Fan shafts shall be selected for stable operation at least 20% below the first critical RPM. Fan shafts shall be provided with a rust inhibiting coating.
 - b. Return fan and supply fan shall be single low pressure forward curved and shall be equipped with greaseable, self-aligning ball or roller type pillow block bearings.
 - c. Drives shall be fixed. All drives shall be provided with a rust inhibiting coating.
 - d. Fan motors shall be ODP (open drip proof) super high efficiency.
8. Coils:
 - a. Coils shall be 1/2" O.D. constructed of copper tube, aluminum fin, and copper headers/distributors and galvanized steel casing.
 - b. Fins constructed of aluminum shall be rippled for maximum heat transfer and shall be mechanically bonded to the tubes by mechanical expansion of the tubes. The coils shall have a galvanized steel casing. All coils shall be factory tested with air at 300 psig while immersed in an illuminated water tank.
 - c. The refrigerant evaporator coil shall be equipped with distributors connected to the coil by copper tubes. Refrigerant coils shall be alternate tube circuited in order to distribute the cooling effect over entire coil face at reduced load conditions. Hot gas bypass inlet shall be at the refrigerant distributor. Provision for use of thermal expansion valves must be included for all circuits.
 - d. Headers shall be inside the air handling unit. Provide auxiliary drain pan complete with 1/2" MPT drain connection at headered end of cooling coils. The non headered end of the coil shall be fully concealed.
 - e. Coil shall be removable from the unit at the headered end, unless shown otherwise on the drawings.
 - f. Access between coils and major components shall be no less than 24 inches.
 - g. All exterior coils shall be protected with hail guard.
9. Gas Heat Section - Indirect Fired:
 - a. Heating section shall be indirect natural gas fired. The entire package, including damper controls, fan controls, and all other miscellaneous controls and accessories shall be approved by an independent testing authority and carry the approval label of that authority as a complete operating package. Burner assemblies utilizing third party controllers will not be accepted.
 - b. The burner must exceed the ASHRAE 90.1 requirement of steady state efficiency at low fire. Minimum steady state efficiency at low fire must be documented to meet or exceed 82%.
 - c. Operating propane pressure at unit(s) manifold shall be 11"w.c.

- d. Manifolds shall be provided to FM standards.
 - e. Heat Exchanger/Burner Assembly:
 - 1) Heat exchanger shall be a primary drum and multi-tube secondary assembly constructed of titanium stainless steel with multi-plane metal turbulators and shall be of a floating stress relieved design. Heat exchanger shall be provided with condensate drain connection. The heat exchanger casing shall have 2" of insulation between the outer cabinet and inner heat reflective galvanized steel liner. Blower location shall be engineered to improve the required air flow pattern around the heat exchanger. Using duct type furnaces and closed coupled blowers is not acceptable.
 - 2) Units shall incorporate high efficiency heat exchangers tested and certified to ANSI/CSA standards to provide a minimum of 82% efficiency throughout the entire operating range. The manufacturer shall be routinely engaged in the manufacture of this type of high efficiency equipment.
 - 3) The heat exchanger/burner assembly shall be a blow through positive pressure type. Units shall have an interrupted pilot ignition system to provide increased safety. Units using continuous or intermittent pilots are not acceptable.
 - 4) Flame surveillance shall be from the main flame after ignition not the pilot flame. The burner and gas train shall be in a cabinet enclosure. Atmospheric burners or burners requiring power assisted venting are not acceptable.
 - 5) The heat exchanger/burner assembly shall include 15:1 turndown for all input ranges. The high turn down heat exchanger/burner assembly minimum input shall be capable of controlling 6.7% of its rated input, excluding the pilot assembly, without on/off cycling and include built in electronic linearization of fuel and combustion air. Efficiency shall increase from high to low fire.
 - f. Venting provisions shall be in accordance with CAN/CSA Standard B149.1, ANSI Z223.1-NFPA 54, and local authorities having jurisdiction.
10. Controls:
- a. Provide electronic control module (Modulating Fuel with Modulating Combustion Air) complete with proportional and integral control with discharge air sensor to maintain set point temperature and provide rapid response to incremental changes in discharge air temperature. Combustion air motor speed varies proportionally in response to the modulation of gas flow to provide optimum fuel/air mixture and efficiency at all conditions. Combustion blower RPM shall be proved using a hall effect speed sensor. Two speed or step speed combustion blowers are not acceptable. Third party controllers to achieve the required function, factory or field mounted, are not acceptable.
 - b. Heating control function shall be modulating discharge via signal from the unit mounted primary controller.
 - c. Discharge air sensor shall be field mounted in supply ductwork.
11. Refrigeration:

ROOFTOP UNIT REPLACEMENT
SOUTHSIDE ELEMENTARY SCHOOL
MJT PROJECT NO. 20-081

- a. Rooftop units refrigeration shall be ETL approved and operate down to 50°F as standard. Units shall have multiple compressors. All refrigeration circuits shall be equally sized and separate from each other. Refrigeration circuits shall be complete with liquid line filter-driers, service ports fitted with Schraeder fittings, load compensated thermal expansion valves with external equalizers, combination sight glass moisture indicators, automatic reset low-pressure control, manual reset high pressure control and insulated suction lines. The complete piping system shall be purged and pressure tested with dry nitrogen, then tested again under vacuum. Unit shall then be factory charged with R-410A refrigerant. Each system shall be factory run and adjusted prior to shipment.
- b. Hot gas bypass shall be provided on the lead compressor to maintain adequate suction pressure in the event of low loads. Hot gas bypass used for capacity reduction shall not be acceptable.
- d. Compressors shall be scroll type, 3600 RPM, set on resilient neoprene mounts and complete with line voltage break internal overload protection, internal pressure relief valve and crankcase heater.
- e. Compressors shall be located in a service enclosure complete with hinged access doors with leverlok handles for ease of service. The enclosure shall match the construction of the unit.
- f. The first compressor shall be a digital compressor.
- g. Condenser coils shall be copper tube type, mechanically expanded into aluminum fins. Coils shall be factory tested with air at 300 psig while immersed in an illuminated water tank. Coils shall have galvanized steel coil casings.
- h. Condenser fans shall be direct driven propeller type arranged for vertical draw through airflow. Motors shall be weather resistant type, with integral overload protection and designed for vertical shaft condenser fan applications. Fan and motor assemblies shall be mounted on a formed orifice plate for optimum efficiency with minimum noise level.
- i. Controls shall include compressor and condenser fan contactors and overload protection, control circuit transformer, cooling relays and ambient compressor lockout. Head pressure actuated fan cycling control shall be provided on all multiple condenser fan units.
- j. Provide five-minute anti-cycle and interstage time delay timers.
- k. Equipment manufacturer shall provide a unitary electronic temperature control system with the capability of providing up to 5 stages of cooling control to maintain discharge temperature. The minimum run and off time for compressors shall be 4 minutes at full load start up, and may range up to 8 minutes under part load conditions. The controller shall incorporate a PI (proportional/integral) control scheme that reduces temperature drop by resetting to the set point after each stage is cycled on. The controller shall be able to accept a reset signal from the building management system. Third party control systems to achieve the required function, installed at the factory or in the field, are not acceptable.

12. Filters:

- a. Filter sections shall be provided with adequately sized access doors to allow easy removal of filters.
- b. Filters shall be lift out from an access plenum upstream of the filters. Lift out 2" filters shall fit into a horizontal track from which they are lifted up and out (face load).

ROOFTOP UNIT REPLACEMENT
SOUTHSIDE ELEMENTARY SCHOOL
MJT PROJECT NO. 20-081

- c. 2" Pleated Panel Disposable Filters: An optimum blend of natural and synthetic fiber media with a rust resistant support grid and high-wet strength beverage board enclosing frame with diagonal support members bonded to the air entering and air exiting side of each pleat. The filter media shall have a minimum efficiency of 30%- 35% on ASHRAE Standard 52.1-92, and a minimum of MERV 8 per ASHRAE 52.2. Rated U.L. Class 2.
 - d. (1) One set of spare filters to be provided.
13. Dampers:
- a. Damper frames shall be 5" x minimum 16-gauge roll formed, galvanized steel hat channel with hat mounting flanges on both sides of the frame. Each corner shall be reinforced with two die formed internal braces and machine stacked for maximum rigidity.
 - b. Blades shall be airfoil type heavy gauge extruded aluminum with integral structural reinforcing tube running full length of each blade. Blade edge seals shall be extruded double edge design with inflatable pocket which enables air pressure from either direction to assist in blade seal off. Blade seals shall be mechanically locked in extruded blade slots yet shall be easily replaceable in field. Adhesive or clip-on type seals are unacceptable.
 - c. Bearings shall be non-corrosion molded synthetic. Axles shall be hexagonal (round not acceptable) to provide positive locking connection to blades and linkage. Linkage shall be concealed out of the airstream, within frame to reduce pressure drop, noise and maintenance.
 - d. Submittal must include leakage, maximum airflow and maximum pressure ratings based on AMCA publication 500. Damper shall be tested and licensed in accordance with AMCA 511 for Air Performance and Air Leakage. Dampers shall meet the requirements of the International Energy Conservation Code by leaking less than 3 cfm/sq. ft. at 1" of static pressure and shall be AMCA licensed as Class 1A. Dampers shall be RUSKIN Model CD50.
 - e. Outside air, exhaust air and recirculation air dampers shall be parallel blade type with a two-position operator. Outside air and exhaust air damper operators shall spring return closed on a loss of power. Recirculation air damper shall fail open on a loss of power.
 - f. Multizone dampers (RTU-1, RTU-3 thru RTU-7) are to be standard construction including blade ends sealed with an adhesive backed foamed polyurethane gasketing. Each zone must have its own damper operator. Multizone dampers shall fail open on loss of power.
14. Factory Supplied Control/Wiring:
- a. Provide a system of motor control, including all necessary terminal blocks, motor contactors, motor overload protection, grounding lugs, control transformers, auxiliary contactors and terminals for the connection of external control devices or relays.
 - b. Provide single-point power connection.
 - c. Fire alarm circuits (where required) shall be powered from a relay in unit circuitry.
 - d. Provide BACNET I/P interface controller to interface unit manufacturer's controls with the building management system.

- e. Automatic controls including variable frequency drives shall be housed in a control panel mounted in or on the air handling unit, which shall meet that standard of the specific installation. The control panel shall be heated and ventilated.
- f. Provide actuators for all dampers.

15. Roof Adapter Curbs:

- a. Adapter Curbs shall be constructed using minimum 14 gauge galvanized steel with fully welded corners, 1-1/2" thick, three-pound density fiberglass insulation with sealed edges on air impacted surfaces, and 18 gauge galvanized steel turning vanes are required.
- b. Minimum height shall be 14" above existing roof curb.

2.5 TERMINAL EQUIPMENT (NOT USED)

2.6 HVAC PIPING AND SPECIALTIES

A. PIPING

- 1. Water, refrigerant, and HVAC drain piping shall be provided as specified below. Where options of different materials are given for the same service, contractor shall select materials and use them uniformly throughout the system. Contractor shall submit experience with all of the materials and joining methods specified.
- 2. Condensate drain piping:
 - a. Above ground (exterior to building)
 - 1) Schedule 40 PVC
- 3. Gas Piping:
 - a. Exterior to building
 - 1) Galvanized steel - screw fabricated (2 inch and under)

2.7 AIR DISTRIBUTION

A. Ductwork

- 1. General Requirements:
 - a. All ductwork shall be sheet metal.
 - b. All ductwork shall be constructed in accordance with 2005 SMACNA Manual, HVAC Duct Construction Standards (Metal and Flexible)
 - c. Duct sizes noted on the drawings are inside free area. Increase duct sizes as required.

ROOFTOP UNIT REPLACEMENT
SOUTHSIDE ELEMENTARY SCHOOL
MJT PROJECT NO. 20-081

- d. Ductwork and accessories shall not be delivered to the job site until just prior to erection and must be stored in an approved manner.
 - e. All ductwork shall be internally cleaned by vacuuming prior to installation.
 - f. All ductwork open ends shall be sealed with polyethylene and duct tape during construction after hanging.
2. Ductwork Supports:
- a. Space roof mounted duct supports every 4 feet, maximum.
3. Ductwork Construction:
- a. Sheet Metal Material:
 - (1) Sheet-metal ducts shall be fabricated from one of the following:
 - 1. Galvanized Steel Sheets shall comply with ASTM A653 with a G90 zinc coating (0.90 oz/ft² both sides). Sheets shall be free of pits, blisters, slivers, and ungalvanized spots.
 - (2) All ducts shall be of gauge called for and as detailed in 2005 SMACNA Manual, HVAC Duct Construction Standards (Metal and Flexible).

2.8 VIBRATION ISOLATION (NOT USED)

2.9 MEASUREMENT AND CONTROL

A. Variable frequency Drives

- 1. This specification is to cover a complete Variable Frequency motor Drive (VFD) consisting of a pulse width modulated (PWM) inverter designed for use with a standard NEMA Design B induction motor.
- 2. Provide variable speed frequency drive (VFD) units for the following equipment:
 - a. Supply and Return fans on RTU-1 through RTU-7.
- 3. Manufacturers:

ASEA BROWN BOVERI
DANFOSS GRAHAM
TOSHIBA
- 4. The VFD package as specified herein shall be enclosed in a UL Listed Type 1 enclosure for indoor applications, completely assembled and tested by the manufacturer in an ISO9001 facility.

5. All VDs shall have a Short Circuit Withstand Rating of not less than the rating of the connected equipment in accordance with UL508.
6. All VFDs shall have the following standard features:
 - a. The keypad shall include Hand-Off-Auto selections and manual speed control. The drive shall incorporate "bumpless transfer" of speed reference.
 - b. There shall be a built-in time clock in the VFD keypad.
 - c. The VFD's shall utilize pre-programmed application macro's specifically designed to facilitate start-up.
 - d. The VFD shall have cooling fans that are designed for easy replacement.
 - e. The VFD shall have the ability to automatically restart after an over-current, over-voltage, under-voltage, or loss of input signal protective trip.
 - f. The overload rating of the drive shall be 110% of its normal duty current rating for 1 minute every 10 minutes, 130% overload for 2 seconds. The minimum FLA rating shall meet or exceed the values in the NEC/UL table 430.250 for 4-pole motors.
 - g. The VFD shall have internal 5% impedance reactors to reduce the harmonics to the power line and to add protection from AC line transients.
 - h. The input current rating of the VFD shall be no more than 3% greater than the output current rating.
 - i. The VFD shall include a coordinated AC transient surge protection system.
 - j. The VFD shall provide a programmable loss-of-load Form-C relay output.
 - k. The VFD shall have user programmable underload and overload curve functions to allow user defined indications of mechanical failure / jam condition causing motor overload
 - l. The VFD shall include multiple "two zone" PID algorithms that allow the VFD to maintain PID control from two separate feedback signals (4-20mA, 0-10V, and / or serial communications). The two zone control PID algorithm will control motor speed based on a minimum, maximum, or average of the two feedback signals. All of the VFD PID controllers shall include the ability for "two zone" control.
 - m. If the input reference (4-20mA or 2-10V) is lost, the VFD shall give the user the option of either (1) stopping and displaying a fault, (2) running at a programmable preset speed, (3) hold the VFD speed based on the last good reference received, or (4) cause a warning to be issued, as selected by the user.
 - n. Door interlocked, pad lockable molded case switch that will disconnect all input power from the drive and all internally mounted options.
7. All VFDs to have the following adjustments:
 - a. Three (3) programmable critical frequency lockout ranges.
 - b. Two (2) PID Set point controllers allowing pressure or flow signals to be connected to the VFD.
 - c. There shall be an independent, second PID loop that can utilize the second analog input and modulate one of the analog outputs to maintain the set point of an independent process (ie. valves, dampers, etc.). All set points, process variables, etc. to be accessible from the serial communication network.
 - d. Two (2) programmable analog inputs shall accept current or voltage signals.
 - e. Two (2) programmable analog outputs (0-20ma or 4-20 ma).

ROOFTOP UNIT REPLACEMENT
SOUTHSIDE ELEMENTARY SCHOOL
MJT PROJECT NO. 20-081

- f. Six (6) programmable digital inputs for flexibility in interfacing with external devices.
 - g. Three (3) programmable, digital Form-C relay outputs.
 - h. Run permissive circuit - There shall be a run permissive circuit for damper or valve control.
 - i. The VFD control shall include a programmable time delay for VFD start and a keypad indication that this time delay is active.
 - j. Seven (7) programmable preset speeds.
 - k. Two independently adjustable accel and decel ramps with 1 - 1800 seconds adjustable time ramps.
 - l. The VFD shall include a motor flux optimization circuit that will automatically reduce applied motor voltage to the motor to optimize energy consumption and reduce audible motor noise.
 - m. The VFD shall have selectable software for optimization of motor noise, energy consumption, and motor speed control.
 - n. The VFD shall include a carrier frequency control circuit that reduces the carrier frequency based on actual VFD.
 - o. The VFD shall include password protection against parameter changes.
8. The Keypad shall include a backlit LCD display. All VFD faults shall be displayed in English words. The keypad shall include the following assistants:
- a. Start-up assistant
 - b. Parameter assistants
 - c. Maintenance assistant
 - d. Troubleshooting assistant
 - e. Drive optimizer assistants
9. All applicable operating values shall be capable of being displayed in engineering (user) units. A minimum of three operating values from the list below shall be capable of being displayed at all times:
- a. Output Frequency
 - b. Motor Speed (RPM, %, or Engineering units)
 - c. Motor Current
 - d. Motor Torque
 - e. Motor Power (kW)
 - f. DC Bus Voltage
 - g. Output Voltage
10. The VFD shall include a fireman's override input. Upon receipt of a contact closure from the fire / smoke control station, the VFD shall operate in one of two modes: 1) Operate at a programmed predetermined fixed speed. 2) Operate in a specific fireman's override PID algorithm. The mode shall override all other inputs except customer defined safety run interlocks, and force the motor to run in one of the two modes above.
11. Serial Communications
- a. The VFD shall have an EIA-485 port as standard. The standard protocols shall be Modbus, Johnson Controls N2, Siemens Building Technologies FLN, and

BACnet. Optional protocols for LonWorks, Profibus, EtherNet, BACnet IP, and DeviceNet shall be available.

- b. The BACnet connection shall be an EIA-485, MS/TP interface operating at 9.6, 19.2, 38.4, or 76.8 Kbps. The connection shall be tested by the BACnet Testing Labs (BTL) and be BTL Listed. The BACnet interface shall conform to the BACnet standard device type of an Applications Specific Controller (B-ASC). The interface shall support all BIBBs defined by the BACnet standard profile for a B-ASC including, but not limited to:
 - i. Data Sharing - Read Property - B.
 - ii. Data Sharing - Write Property - B.
 - iii. Device Management - Dynamic Device Binding (Who-Is; I-Am).
 - iv. Device Management - Dynamic Object Binding (Who-Has; I-Have).
 - v. Device Management - Communication Control - B.
 - c. Serial communication capabilities shall include, but not be limited to; run-stop control, speed set adjustment, proportional/integral/derivative PID control adjustments, current limit, accel/decel time adjustments, and lock and unlock the keypad. The drive shall have the capability of allowing the DDC to monitor feedback such as process variable feedback, output speed / frequency, current (in amps), % torque, power (kW), kilowatt hours (resettable), operating hours (resettable), and drive temperature. The DDC shall also be capable of monitoring the VFD relay output status, digital input status, and all analog input and analog output values. All diagnostic warning and fault information shall be transmitted over the serial communications bus. Remote VFD fault reset shall be possible.
 - d. Serial communication in bypass shall include, but not be limited to; bypass run-stop control, the ability to force the unit to bypass, and the ability to lock and unlock the keypad. The bypass shall have the capability of allowing the DDC to monitor feedback such as, current (in amps), kilowatt hours (resettable), operating hours (resettable), and bypass logic board temperature. The DDC shall also be capable of monitoring the bypass relay output status, and all digital input status. All bypass diagnostic warning and fault information shall be transmitted over the serial communications bus. Remote bypass fault reset shall be possible.
 - e. The VFD / bypass shall allow the DDC to control the drive and bypass digital and analog outputs via the serial interface. This control shall be independent of any VFD function.
 - f. The VFD shall include an independent PID loop for customer use.
12. EMI / RFI filters. All VFD's shall include EMI/RFI filters.
13. All VFD's through 75HP at 480 V shall be protected from input and output power mis-wiring.
14. BYPASS CONTROLLER
- a. A complete factory wired and tested bypass system shall be provided with the following operators:
 - i. Bypass Hand-Off-Auto

- ii. Drive mode selector
 - iii. Bypass mode selector
 - iv. Bypass fault reset
 - b. The bypass shall include a LCD display that allows the user to access owner requested data including but not limited to fails, bypass power (KW), and energy savings.
 - c. The following indicating lights (LED type) or keypad display indications shall be provided.
15. Emergency Stop Function
- a. An emergency stop function shall meet all of the following requirements:
 - i. The function shall override all other functions and operations under all conditions.
 - ii. Reset must not initiate a restart.
 - iii. An emergency stop shall operate in such a way that, when it is activated, the hazardous movement of the machinery is stopped and the machine is unable to start under any circumstances, even after the emergency stop is released. Releasing the emergency stop only allows the machine to be restarted.
 - iv. The emergency stop shall stop hazardous movement by applying a stop category 0.
 - a. Emergency stop category 0 (according to EN 60204-1) means that the power to the motor shall cut off immediately. Stop category 0 is equivalent to the safe torque off (STO) function, as defined by standard EN/IEC 61800-5-2.
16. Installation shall be the responsibility of the mechanical contractor. The contractor shall install the drive in accordance with the recommendations of the VFD manufacturer as outlined in the VFD installation manual.
17. Power wiring shall be completed by the electrical contractor, to NEC code 430.122 wiring requirements based on the VFD input current.
18. Certified factory start-up shall be provided for each drive by a factory authorized service center. A certified start-up form shall be filled out for each drive with a copy provided to the owner, and a copy kept on file at the manufacturer.
19. The VFD Product Warranty shall be 24 months from the date of certified start-up. The warranty shall include all parts, labor, travel time and expenses. There shall be 365/24 support available via a toll free phone number.

PART 3 - EXECUTION

- A. Refer to Section 230593 "Testing, Adjusting and Balancing" for related requirements.

END OF SECTION 230500

SECTION 230593 - TESTING, ADJUSTING AND BALANCING (TAB)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, Division 1 Specification Sections and Section 230100 "Mechanical General Provisions" apply to this Section.

1.2 SCOPE OF WORK

- A. The General Contractor shall obtain the services of an independent testing and balancing agency whose business is limited to testing, adjusting and balancing and shall be certified by AABC (or NEBB). Agency shall have been in the TAB business for a minimum of 5 years. The TAB (Testing, Adjusting and Balancing) Agency shall be a direct subcontractor of the General Contractor and not affiliated in any way with the Mechanical Contractor.
- B. Testing and balancing shall be performed in accordance with National Standards for Testing and Balancing Heating, Ventilating and Air-conditioning Systems, 2002, as published by Associated Air Balance Council (AABC).
- C. All work shall be performed under the direct supervision of a certified TAB Engineer. All other personnel shall be regular full-time employees of the TAB Agency.
- D. Test and Balance Agency shall submit within 30 days after receipt of construction contract two copies of qualifications, including current TAB Engineer's certificate and National Project Certification Performance Guaranty.
- E. TAB work shall not commence until all components of the HVAC system have been installed completely, including all power wiring and controls and all equipment has been started and run tested in each mode of operation. Should any items be found incomplete at the time that TAB work is performed, the TAB Agency shall immediately notify the General Contractor and Owner's Representative of any deficiencies found. The General Contractor shall be responsible for correcting reported deficiencies and verifying that the system is 100% complete, operable and ready for TAB work to proceed.

PART 2 - PRODUCTS

2.1 MATERIAL AND EQUIPMENT

- A. Provide all necessary instrumentation required to measure and adjust the HVAC air systems.
- B. Equipment and instruments shall be of types approved by the Owner's Representative and/or manufacturers of devices installed.

- C. Instruments used for testing and balancing of air systems shall have calibration verified within a period of 12 months prior to balancing.

PART 3 - EXECUTION

3.1 GENERAL, MECHANICAL AND ELECTRICAL CONTRACTOR'S RESPONSIBILITY

- A. The General Contractor shall be responsible for directing the Mechanical and Electrical Contractors to fulfill the Contractors' Responsibility for Testing, Adjusting and Balancing as required in Section 230100. TAB work shall not commence until the conditions of paragraph 1.2.E of this Section and all requirements of Section 230100 for TAB have been completed.

3.2 TAB AGENCY'S RESPONSIBILITY

- A. Carefully review the drawings and Specifications for the various systems noting all facilities incorporated in the design for purposes of adjusting and balancing. Should it be deemed necessary to provide additional dampers, baffles, valves, or other devices which would aid in the required adjusting and balancing, same shall be provided by the installing contractor.
- B. The TAB Agency shall report any and all deficiencies that prohibit adjusting and balancing in accordance with the Contract Documents to the Contractor and the Owner's Representative.
- C. Adjust all existing ductwork associated with the new RTU's and test and balance new rooftop units RTU-1 through 7, including controls, dampers, etc., to properly perform to $\pm 10\%$ of their respective design quantities of flow.
- D. Determination of the air volumes shall be made by pitot tube and differential draft gauge for all supply, return, outdoor air and exhaust air ducts. Openings for pitot traverses shall be provided as required and shall be fitted with neat removable plugs or covers. Air quantities at existing grilles, registers, diffusers, etc., shall be measured as recommended by the various manufacturers of the outlets.
- E. The Test and Balance Agency shall perform the following:
 - 1. Adjust supply and return fan RPM, tighten and align fan belts, measure operating amps.
 - 2. Adjust each rooftop unit to obtain designed airflow.
 - 3. Adjust dampers to provide design outside air quantities.
 - 4. In cooperation with the ATC Contractor's representative, setting adjustments of automatically controlled dampers to operate as specified. The TAB Agency shall inform ATC Contractor of all abnormalities in sequencing and/or calibration of components discovered during balancing.
 - 5. Final settings of dampers shall be permanently marked. Where provided, memory stops and locking devices shall be adjusted and locked to the final setting.
 - 6. Assist Fire Alarm Contractor in the testing of all duct smoke detectors. Measure the air velocity across each duct smoke detector with air handling unit at full airflow.

ROOFTOP UNIT REPLACEMENT
SOUTHSIDE ELEMENTARY SCHOOL
MJT PROJECT NO. 20-081

- F. Before the work is offered for Final Acceptance, all new equipment shall be run through a test to demonstrate that it has been adjusted to meet the requirements of the drawings and Specifications. Copies of the test and adjustment data shall be submitted in a report to the Owner's Representative prior to final inspection.
- G. The TAB Report shall include a General Comments section providing an overview of systems operation, observations of system installation abnormalities and deficiencies, problems encountered, etc. If required, provide explanation of methods of measurement and disparity between measured and design quantities.
- H. Test and Balance Agency Report shall include the following data for each system. All sheets shall be neatly typed. Balancing Agency shall submit with his report a set of neatly marked plans identifying location of each piece of equipment, air terminal, flow measuring device and points of traverse. Report all measured quantities and design quantities where applicable.
1. CFM of each existing supply, return, exhaust grille and diffuser.
 2. CFM at each multizone rooftop unit zone damper.
 2. RPM and CFM of each fan for RTU-1 through 7.
 3. Supply, return and outdoor air CFM of each RTU 1 through 7.
 4. Air pressure drop across rooftop unit cooling coils.
 5. Air pressure drop across each filter bank.
 6. Discharge and suction static pressure of each fan.
 7. Voltage rating and operating volts of each fan motor. For fan motors requiring three-phase power, record voltage of each individual phased leg and check for voltage imbalance.
 8. Temperatures for each rooftop unit at maximum capacity including the following measurements:
 - a. Entering and Leaving air temperature at each coil.
 9. Temperatures for each gas heat exchanger device at maximum capacity, including the following:
 - a. Entering and Leaving air temperature.
 10. Nameplate data of each piece of HVAC equipment installed.
 11. Velocity across each duct smoke detector at full airflow.
- I. During the Final Inspection, the Agency shall have present all necessary instrumentation and an individual to make readings of select information which was submitted in the balance report. The select readings shall be made where directed by and in the presence of the Owner's Representative and shall not deviate more than 5% from the values submitted in the report.
- J. The Owner's Representative may select no more than 20% of all reported data for rechecking. If more than 20% of data verified is not within $\pm 5\%$ of submitted data, the Owner's Representative may void entire report and ask for complete rebalancing. The field check shall be made within 45 days of approved TAB submittal.

END OF SECTION 230593

SECTION 230700 - MECHANICAL INSULATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, Division 1 Specification Sections and Section 230100 "Mechanical General Provisions" apply to this Section.

1.2 SUBMITTALS

- A. Submit manufacturers' data on all insulation products, schedule which indicates where each product is to be used and thickness of each product.

1.3 WARRANTY-GUARANTEE

- A. Contractor shall furnish written warranty, countersigned and guaranteed by the General Contractor, stating that work executed under this Section of the Specifications shall be free from defects of materials and workmanship for a period of 12 months from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 INSULATION – GENERAL

- A. All insulation shall have a composite (insulation, jacket or facing and adhesive used to adhere the facing or jacket to the insulation) fire and smoke rating as requested by ASTM E84, NFPA 255 and UL 723, not exceeding:

Flame spread	25
Smoke developed	50

- B. Accessories, such as adhesive, mastics, cements, tapes and fire-resistant cloth for fittings, shall have same fire and smoke ratings as components listed above.
- C. Installation of insulation shall be accomplished in strict accordance with manufacturer's recommendations and shall be ARMACELL flexible unicellular insulation.

2.2 DUCT INSULATION

- A. Flexible unicellular insulation having a thermal conductivity not greater than 0.27 Btu x in./hr. x sq. ft. x °F in a mean temperature of 75°F.

2.3 SELF-ADHESIVE, FIELD-APPLIED, OUTDOOR JACKETS

- A. Subject to compliance with requirements, provide self-adhesive outdoor jacket by POLYGUARD PRODUCTS INC., 3M, MFM BUILDING PRODUCTS CORP., or approved equal.
- B. Outdoor jacker shall consist of a laminated vapor barrier and waterproofing membrane with perm rating 0.00 perm, when tested according to ASTM 96/E 96M, for installation over either fiberglass or foam board insulation located above ground outdoors. System shall consist of a foil polymer laminated film with a coating of rubberized bituminous compound or acrylic adhesive that allows membrane to self-adhere to the substrate.
- C. Composite membrane shall consist of a multi-ply embossed UV resistant aluminum foil/polymer laminate to which is applied a layer of rubberized asphalt and shall have the following characteristics:
 - a. Membrane Thickness: 59 mils
 - b. Solar Reflectance, CRRC Initial Rating: 0.86
 - c. Solar Reflectance, CRRC 3-year Rating: 0.77
 - d. Thermal Emittance, CRRC Initial Rating: 0.82
 - e. Thermal Emittance, CRRC 3-Year Rating: 0.86

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Insulation shall be installed by a licensed applicator and in strict accordance with the manufacturer's instructions. Deliver all materials to the job site and store in a safe, dry place. Use all means necessary at the job site to protect materials from dust, dirt, moisture and physical abuse before and during installation. Insulation that becomes damaged prior to installation shall not be installed and shall be removed from the job site. Insulation that becomes wet or damaged after installation shall be removed and disposed of and replaced with new insulation.
- B. Surfaces to be insulated shall be cleaned free of dirt, scale, moisture, oil and grease prior to installation of the insulation.

3.2 DUCTWORK

- A. Definitions:
 - 1. Concealed: Ductwork which shall be hidden from view by ceilings, walls, chases, or soffits, either by the work of this Contract, or by future tenant build-out work.

2. Exposed: Ductwork which is permanently in view, typically found in mechanical, storage, electrical, or other unfinished space.

B. Schedule:

Exposed Supply and Return, 3" thick closed cell
Externally Insulated: (outside building)

Factory Insulated Casings Not Required
And Plenums:

3.3 SELF-ADHESIVE, FIELD-APPLIED, OUTDOOR JACKETS

- A. Ducts shall be sealed in accordance with SMACNA HVAC Duct Construction Standards Metal and Flexible - Second Edition (1995) Seal Class B (or latest version of SMACNA) prior to installation of insulation and the outdoor, field-applied jacket.
- B. Outdoor, field-applied insulation and jacket on ductwork insulation shall be pitched to shed water and prevent water ponding on top of the duct.
- C. Substrate surfaces shall be clean, dry, and free of oil films.
- D. Select outdoor, field-applied jacket materials in accordance with manufacturer's instructions for coverage on the underside of the ductwork, to avoid pins.
- E. Contractor shall adhere to the following duct installation criteria for proper maintenance of vapor barrier and physical integrity:
 1. insulation shall be mechanically installed on properly sealed ductwork according to the specifications using insulation fasteners (mini-cup weld pins or perforated. based pins and washers).
 2. Washers shall be covered with a 4-inch square piece of smooth foil tape prior to jacketing the ductwork to prevent the puncture of the outer membrane by the fasteners.
 3. Insulation on the top of the ductwork shall be installed to allow for the water to shed from the top of the duct and to prevent water from ponding on the top of the duct.
- F. Contractor shall follow one of the options below for the installation of the outdoor, field-applied jacket depending on the jacket product and the duct sizes:
 1. Two Piece Installation.
 2. Four Piece Installation.
- G. Contractor shall protect outdoor, field-applied jackets from damaging chemicals. Solvation will occur to the rubberized bitumen when exposed to petroleum or coal tar based compounds. Contact the manufacturer immediately for more information if there is doubt, before any chemical interaction.

ROOFTOP UNIT REPLACEMENT
SOUTHSIDE ELEMENTARY SCHOOL
MJT PROJECT NO. 20-081

- H. Contractor shall allow each piece of the outdoor, field-applied jacket to stretch by using a 6-inch lap over the circumferential lap, and a 4-inch wide butt lap or overlap over the joint, and then roll with a roller. Position longitudinal laps at a water shed position.
- I. Contractor shall not pre-apply the outdoor, field-applied jacket to fabricated insulation unless metal banding is used. Outdoor, field-applied jackets are not mechanical fastening systems and will not hold the insulation on the duct.

END OF SECTION 230700

SECTION 230800 - COMMISSIONING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, Division 1 Specification Sections, and Section 230100, "Mechanical General Provisions, apply to this Section.

1.2 WORK INCLUDED

- A. A separate Commissioning Agent (the Architect/Engineer) will be engaged by the Owner to administer the commissioning.
- B. The Contractor shall provide all commissioning services as outlined in this Section; perform all testing, measurements, and inspection outlined in the 'Commissioning Plan'; and coordinate with the Commissioning Agent. A template Commissioning Plan is attached. The final plan will be written after the construction contract is underway.
- C. The Systems to be commissioned include:
RTU-1 through 7 and all associated sub-systems and controls.

1.3 COMMISSIONING OBJECTIVES

- A. To ensure that all building systems, subsystems, equipment, controls, and interfaces with other building systems are installed, tested, and are operating in compliance with Contract Documents and within the scope of design requirements.
- B. To ensure that all system operation and maintenance personnel are properly instructed to effectively and efficiently operate and maintain the systems, subsystems, equipment, and controls, and that they will receive all required manuals and documentation.
- C. The Commissioning Agent shall provide the following to the Contractor for implementation and execution.
 - 1. Commissioning Plan: The Commissioning Agent shall prepare the Commissioning Plan in accordance with contents as specified herein.
 - 2. Checklists and Test Forms: The Commissioning Agent shall prepare the Pre-Functional Checklists and Functional Performance Test Forms, specifically for this project, and edited to suit the equipment and systems installed.
 - 3. Submittals:

- a. The Contractor shall submit the following documents to the Commissioning Agent for review and inclusion in the Commissioning Plan.
 - i. Piping pressure and vacuum test reports
 - ii. Equipment startup reports
 - iii. DALT report
 - vi. Prefunctional Checklists completed by the installing Foreman.
 - vii. O&M Manuals with warranties
 - viii. Training class agenda and schedule
- b. Commissioning Report: The Commissioning Agent shall assemble the final Commissioning Report comprised of completed prefunctional and functional checklists, equipment startup test reports, etc. organized by subsystem and submitted as one package. The results of failed tests shall be included along with a description of the corrective action taken.

1.4 REFERENCED STANDARDS

- A. ASHRAE Guideline 1-1996, "The HVAC Commissioning Process."
- B. NEBB, "Procedural Standards for Building Systems Commissioning."
- C. SMACNA, "HVAC Systems Commissioning Manual."

1.5 COMMISSIONING TEAM

- A. The Contractor shall designate team members from each of the following to participate in the Commissioning Process (both pre-and post occupancy):
 - 1. General Contractor
 - 2. Mechanical Subcontractor (and HVAC startup technicians)
 - 3. Electrical Subcontractor
 - 4. Testing, Adjusting and Balancing (TAB) Subcontractor
 - 5. Automatic Temperature Controls Subcontractor
- B. The Owner shall designate a representative to participate in the Commissioning Process.
- C. Each of the team member's names shall be submitted in writing to the Commissioning Agent for inclusion in the Commissioning Plan.

PART 2 – PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

3.1 IMPLEMENTATION OF COMMISSIONING PLAN

- A. Plan Submittal: After the start of construction, the Commissioning Agent shall provide the Commissioning Plan to the Contractor for implementation and execution. The Plan shall provide the scope of commissioning tasks to the appropriate parties. Typical elements of the Plan shall include the following:
1. Commissioning Agent's preparation of the Commissioning Test Schedule and distribution to the Contractor and Owner.
 2. Commissioning Agent visits to the job site to observe installation activities.
 3. Contractor's pre-startup verification and completion of the Pre-functional Checklists.
 4. Contractor's submittal of equipment and systems startup verification to the Commissioning Agent.
 5. Contractor's submittal of testing, adjusting, and balancing (TAB) reports to the Commissioning Agent.
 6. Contractor's functional performance testing with the Commissioning Agent.
 7. Contractor's completion of operating and maintenance manuals and submittal to the Commissioning Agent.
 8. Contractor's operation and maintenance personnel instruction.
 9. Commissioning Agent's preparation of the Final Commissioning Report and submission to Owner.
 10. Owner acceptance
- B. Equipment and Systems Startup:
1. Pre-startup Verification: Prior to startup of equipment and systems, the Contractor shall indicate on the pre-start checklists and Commissioning Agent shall observe and verify that all items have been substantially installed in accordance with the project Contract Documents, including all change orders. Verification of the basic installation testing of systems shall be performed by the Contractor and shall include:
 - a. Cleaning of equipment and systems of construction dirt and debris, including replacement of filters, and all items per the approved checklists
 2. Startup Verification: The Contractor shall indicate on the startup checklists, and Commissioning Agent shall verify that all HVAC equipment, systems, and subsystems have been activated and operate substantially in accordance with Contract Documents, with all equipment, system, and electrical operating and safety devices checked and functional. The Contractor's work also includes but is not limited to:
 - a. Calibration and testing of all automatic temperature control devices and building automation systems.
 - b. Testing and verification of all interlocks and interfacing between HVAC equipment, systems, subsystems, and other building systems.
 - c. Completion of testing, adjusting, and balancing (TAB) work, including the rechecking of 10% of the measurements.
 3. Startup Documentation: Completed startup checklists shall be filled out by the Contractor after startup verification of each HVAC system, subsystem or each item of HVAC

equipment. Startup checklists used by the Contractor Technicians shall be neat and typed using standard formats appropriate for the equipment. At the request of the Owner, Contractor shall provide trend data demonstrating equipment has been started and is operating within design parameters.

4. Notification: The Commissioning Agent shall notify the Owner and Contractor when the startup verification has been completed and the HVAC functional performance testing can be started.

3.2 FUNCTIONAL PERFORMANCE TESTING

- A. Purpose: Every item of equipment, all systems and subsystems, controls, and all related equipment shall be tested and evaluated for conformance to performance data in the Contract Documents. Included is conformance to:
 1. Equipment input and output capacities.
 2. Systems and subsystems flow and distribution performance.
 3. Control system performance, accuracy, and adherence to sequences of operation.
 4. Minimum or part load operations and performance.
 5. Interface with other equipment and/or systems.
- B. Equipment Testing: Equipment functional performance testing shall not begin until the following notification of completion has been given to the Owner by the Commissioning Agent.
 1. Copies of the manufacturer's equipment start up reports are submitted to the Engineer for review and approval.
 2. Copies of the commissioning pre-start up and start up reports are submitted to the Engineer and Owner for review and approval.
 3. Direct digital control graphic screen shots of all equipment are submitted showing unit is operating within design parameters.
 4. Demonstrate through trend data successful operation of the HVAC systems for a period of not less than 2 weeks.
 5. Functional performance test checklists developed by the Commissioning Agent shall be used by the Contractor to document the equipment functional performance tests. Each item of equipment will be functional performance tested by the Contractor and the results documented by the Contractor at full load (and under part load conditions where required by the Contract Documents). Operation under "abnormal and/or emergency conditions" shall be simulated by the Contractor for equipment and systems, and all safety equipment and control operations verified. Test methods shall be documented and approved by the Commissioning Agent prior to implementation and shall be covered during the Owner's training as well. No equipment test functions or procedures shall be eliminated from the functional performance test unless approved by the Commissioning Agent and the Owner.
- C. Systems Testing: Functional performance testing shall not begin until all equipment and systems have had startup verification by the Contractor and notification of completion has been given to the Owner by the Commissioning Agent.

ROOFTOP UNIT REPLACEMENT
SOUTHSIDE ELEMENTARY SCHOOL
MJT PROJECT NO. 20-081

1. Functional performance test checklists to document system or subsystem functional performance tests.
 2. The functional performance testing of systems by the Contractor shall begin after equipment and subsystems have been tested and documented. The system interlock and interface testing sequence shall depend on the system design, complexity, and other factors.
 3. HVAC systems and subsystems shall be tested under full load conditions and under part load conditions by the Contractor.
 4. Actual physical responses shall be observed. Reliance on control signals or other indicators is not acceptable.
 5. Control component input and output signals shall be confirmed by the Contractor for correctness under all operating conditions.
 6. At the end of the functional performance test procedures, every mode of each operation of a system, each piece of equipment, every item in the control sequence description, and every zone or subsystem shall be proven to operate by the Contractor as defined in the project Contract Documents.
- D. Test Documentation: Functional performance test checklists developed by the Commissioning Agent shall be used by the Contractor to document the results of the functional performance testing process.
1. Testing verification shall be provided by signatures of responsible parties (the Contractor, Sub-Contractors, Commissioning Agent, and Owner's Representative) on the functional performance test checklists and equipment checklists.
 2. Functional performance testing shall be performed by the Contractor, by members of the Commissioning Team as outlined, and approved by the Commissioning Plan.
 3. All members shall remain on the Commissioning Team throughout the entire functional performance testing procedures. Substitutions shall be permitted only by written approval of the Commissioning Agent and Owner.
- E. Test Failures: No system or subsystem shall be accepted until all items of equipment in the system have approved and verified functional performance test checklists.
1. When a functional performance test is not approved, the Contractor shall be directed to provide a written report to the Commissioning Agent listing the deficiencies causing the test failure, and the possible remedies to correct the deficiencies.
 2. After all deficiencies have been corrected; the entire functional performance test for the equipment, system, or subsystem shall be repeated.
 3. The Commissioning Agent will continue to monitor the actions to correct the equipment or system deficiencies until an acceptable functional performance test has been accomplished.
- F. Deferred Tests: If any checklist or functional performance test cannot be completed for seasonal reasons, lack of occupancy, or for other reasons, a written report shall be sent by the Contractor to the Commissioning Agent indicating when the test will be scheduled.

1. If any checklist or functional performance test cannot be accomplished due to deficiencies outside the scope of the work, the deficiencies shall be resolved and corrected by the appropriate parties before completion of the commissioning process.
- G. Control System Verification: The Control Contractor shall provide a field technician on site with a portable control access computer and related test equipment. The date and time of this control system verification testing shall be scheduled in advance with the Commissioning Agent. The field technician shall demonstrate to the Commissioning Agent the accuracy of each physical input point, and the response of each physical output point during each mode of operation identified in the Sequence of Controls.
- H. A checklist shall be provided by the Contractor for each of the physical hardware points prior to this system verification demonstration, with all identification information and the physical location of each physical input/output device. For input sensors, this checklist shall be completed during the field test to indicate what the actual measured reading was during the verification, versus what the control system indicated it was. For output devices, this checklist shall indicate what the response actually was versus what it should have been for each mode of operation. Any defective control component shall be replaced, and any programming errors identified shall be corrected and re-demonstrated to the Commissioning Agent.
- I. Every item of the systems listed in 1.2.B shall be functionally tested in the presence of the Commissioning Agent and Owners Representative by installing contractor and supplying vendor technical representative.

3.3 OPERATOR INSTRUCTION

- A. During System Installation: Schedules and materials for the participation of the operation and maintenance personnel during the installation of the systems and equipment shall be implemented as per the Commissioning Plan or as indicated in the Contract Documents by the Contractor.
1. Operation and maintenance personnel instruction shall include:
 - a. An instruction agenda with objectives
 - b. Classroom sessions using Contract Documents (specifications, system drawings), shop drawings, sequence of operations, equipment installation and operation manuals, and audio-visual aids, etc.
 - c. "Factory specialist" presentations by representatives approved by the Commissioning Agent
 - d. Job site visits
 - e. Sign-in sheets to verify attendance
 - f. Video-taping of all sessions
- B. During Commissioning: The Contractor shall prepare schedules and coordinate the training sessions with the parties involved.
1. Equipment and systems maintenance manuals and schedules should be provided along with other information not provided during the installation phase instruction sessions.

- C. Turn-over Instruction: When the systems are ready to be turned over to the Owner, the Contractor shall schedule a final session for operation and maintenance personnel instruction. The following shall be included:
1. Attendance by the Commissioning Agent, installing contractors, major equipment suppliers, and all other interested parties
 2. Review of all system and equipment operations
 3. Additional hands-on instruction where requested by the Owner or Commissioning Agent
 4. A question/answer discussion period

3.4 COMMISSIONING REPORT

- A. The commissioning documentation shall be prepared by the Commissioning Agent and shall be organized into a format similar to the Commissioning Plan. All pages shall be numbered, a table of contents provided, and shall include the following information:
1. Commissioning Plan: Provide a copy of the Commissioning Plan.
 2. TAB Reports: Contractor shall provide approved testing, adjusting, and balancing (TAB) reports for all HVAC systems being commissioned to the Commissioning Agent for inclusion in the Report.
 3. Drawings: As-built shop drawings of equipment and systems, sequence of operations, and as-built Contract Documents as modified by change orders shall be provided by the Contractor to the Commissioning Agent for inclusion in the Report.
 4. Startup Checklists: Provide all startup checklists and equipment startup reports, organized by systems and subsystems.
 5. Functional Performance Tests: Functional performance test checklists for all equipment, systems, subsystems, interlocks, and system interfaces organized by systems and subsystems shall be provided by the Contractor to the Commissioning Agent for inclusion in the Report.
 6. Operation and Maintenance Manuals: Copies of approved operation and maintenance manuals specified in the systems Contract Documents and/or in the Commissioning Plan shall be provided by the Contractor to the Commissioning Agent for inclusion in the Report.
 7. Video-Tape: Copies as indicated in the Contract Documents shall be provided by the Contractor to the Commissioning Agent for inclusion in the Report.

3.5 ACCEPTANCE

- A. Documents to Owner: The Commissioning Agent shall be responsible for maintaining the commissioning documentation until Final Acceptance of the project. All checklists required by this Section shall become part of the commissioning documentation. The commissioning documentation shall be kept current and shall be available for inspection at all times. At the time of final acceptance of the project, the Commissioning Agent shall furnish copies of the commissioning documentation to the Owner and Contractor.

ROOFTOP UNIT REPLACEMENT
SOUTHSIDE ELEMENTARY SCHOOL
MJT PROJECT NO. 20-081

- B. Warranties: All equipment and system guarantees and warranties specified in the Contract Documents shall be furnished to the Owner by the Contractor at the time of final acceptance of the project.

END OF SECTION 230800

SECTION 230900 - AUTOMATIC TEMPERATURE CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, Division 1 Specification Sections, and Section 230100, "Mechanical General Provisions," apply to this section.
- B. Refer to mechanical drawings for Sequence of Operation, Control Diagrams and Points list.

1.2 SCOPE OF WORK

- A. Building Automation System (BAS) manufacturer shall furnish and install a fully integrated building automation system, incorporating direct digital control (DDC) for energy management, equipment monitoring and control, and subsystems with open communications capabilities as herein specified.
- B. The installation of the control system shall be performed under the direct supervision of the controls manufacturer with the shop drawings, flow diagrams, bill of materials, component designation or identification number and sequence of operation all bearing the name of the manufacturer. The installing manufacturer shall certify in writing, that the shop drawings have been prepared by the equipment manufacturer and that the equipment manufacturer has supervised their installation. In addition, the equipment manufacturer shall certify, in writing, that the shop drawings were prepared by their company and that all temperature control equipment was installed under their direct supervision.
- C. All materials and equipment used shall be standard components, regularly manufactured for this and/or other systems and not custom designed specifically for this project. All systems and components shall have been thoroughly tested and proven in actual use for at least two years.
- D. BAS manufacturer shall be responsible for all BAS and Temperature Control wiring for a complete and operable system. All wiring shall be done in accordance with all local and national codes.
- E. The controls contractor shall provide all necessary valves, valve actuators, controls, and front-end workstations as required to provide a complete and operable system.
- F. Existing Field Equipment Controllers (FEC) for each RTU (RTU-1 through RTU-7) shall be reused. Provide new space temperature sensors per the control drawings, new space temperature sensors shall be located in the same location as existing sensors. Provide new sensors, wiring and programming required to achieve the sequence of operations on the control drawings.

1.3 QUALITY ASSURANCE

- A. The BAS system shall be designed and installed, commissioned and serviced by manufacturer employed, factory trained personnel. Manufacturer shall have an in-place support facility within

50 miles of the site with technical staff, spare parts inventory and necessary test and diagnostic equipment. Distributors or licensed installing contractors are not acceptable.

- B. The manufacturer shall provide a full time, on site, experienced project manager for this work, responsible for direct supervision of the design, installation, start up and commissioning of the BAS.
- C. Materials and equipment shall be the catalogued products of manufacturers regularly engaged in production and installation of automatic temperature control systems and shall be manufacturer's latest standard design that complies with the specification requirements.

1.4 DEFINITIONS

- A. Algorithm: A logical procedure for solving a recurrent mathematical problem. A prescribed set of well-defined rules or processes for solving a problem in a finite number of steps.
- B. Analog: A continuously varying signal value, such as current, flow, pressure, or temperature.
- C. BACnet Specific Definitions:
 - 1. BACnet: Building Automation Control Network Protocol, ASHRAE 135. A communications protocol allowing devices to communicate data over and services over a network.
 - 2. BACnet Interoperability Building Blocks (BIBBs): BIBB defines a small portion of BACnet functionality that is needed to perform a particular task. BIBBs are combined to build the BACnet functional requirements for a device.
 - 3. BACnet/IP: Defines and allows using a reserved UDP socket to transmit BACnet messages over IP networks. A BACnet/IP network is a collection of one or more IP subnetworks that share the same BACnet network number.
 - 4. BACnet Testing Laboratories (BTL): Organization responsible for testing products for compliance with ASHRAE 135, operated under direction of BACnet International.
 - 5. PICS (Protocol Implementation Conformance Statement): Written document that identifies the particular options specified by BACnet that are implemented in a device.
- D. Binary: Two-state signal where a high signal level represents "ON" or "OPEN" condition and a low signal level represents "OFF" or "CLOSED" condition. "Digital" is sometimes used interchangeably with "Binary" to indicate a two-state signal.
- E. Controller: Generic term for any standalone, microprocessor-based, digital controller residing on a network, used for local or global control. Three types of controllers are indicated: Network Controller, Programmable Application Controller, and Application-Specific Controller.
- F. Control System Integrator: An entity that assists in expansion of existing enterprise system and support of additional operator interfaces to I/O being added to existing enterprise system.
- G. COV: Changes of value.
- H. DDC System Provider: Authorized representative of, and trained by, DDC system manufacturer and responsible for execution of DDC system Work indicated.

- I. Distributed Control: Processing of system data is decentralized and control decisions are made at subsystem level. System operational programs and information are provided to remote subsystems and status is reported back. On loss of communication, subsystems shall be capable of operating in a standalone mode using the last best available data.
- J. DOCSIS: Data-Over Cable Service Interface Specifications.
- K. E/P: Voltage to pneumatic.
- L. Gateway: Bidirectional protocol translator that connects control systems that use different communication protocols.
- M. HLC: Heavy load conditions.
- N. I/O: System through which information is received and transmitted. I/O refers to analog input (AI), binary input (BI), analog output (AO) and binary output (BO). Analog signals are continuous and represent control influences such as flow, level, moisture, pressure, and temperature. Binary signals convert electronic signals to digital pulses (values) and generally represent two-position operating and alarm status. "Digital," (DI and (DO), is sometimes used interchangeably with "Binary," (BI and (BO), respectively.
- O. I/P: Current to pneumatic.
- P. LAN: Local area network.
- Q. Low Voltage: As defined in NFPA 70 for circuits and equipment operating at less than 50 V or for remote-control, signaling power-limited circuits.
- R. Mobile Device: A data-enabled phone or tablet computer capable of connecting to a cellular data network and running a native control application or accessing a web interface.
- S. Modbus TCP/IP: An open protocol for exchange of process data.
- T. MS/TP: Master-slave/token-passing, IEEE 8802-3. Datalink protocol LAN option that uses twisted-pair wire for low-speed communication.
- U. MTBF: Mean time between failures.
- V. Network Controller: Digital controller, which supports a family of programmable application controllers and application-specific controllers that communicates on peer-to-peer network for transmission of global data.
- W. Network Repeater: Device that receives data packet from one network and rebroadcasts it to another network. No routing information is added to protocol.
- X. Peer to Peer: Networking architecture that treats all network stations as equal partners.
- Y. POT: Portable operator's terminal.
- Z. PUE: Performance usage effectiveness.
- AA. RAM: Random access memory.

- BB. RF: Radio frequency.
- CC. Router: Device connecting two or more networks at network layer.
- DD. Server: Computer used to maintain system configuration, historical and programming database.
- EE. TCP/IP: Transport control protocol/Internet protocol.
- FF. UPS: Uninterruptible power supply.
- GG. USB: Universal Serial Bus.
- HH. User Datagram Protocol (UDP): This protocol assumes that the IP is used as the underlying protocol.
- II. VAV: Variable air volume.
- JJ. WLED: White light emitting diode.

1.5 PREINSTALLATION MEETINGS

- A. Pre-installation Conference: Conduct conference at Project site.

1.6 ACTION SUBMITTALS

- A. Product Data: For each type of product include the following:
 - 1. Construction details, material descriptions, dimensions of individual components and profiles, and finishes.
 - 2. Operating characteristics, electrical characteristics, and furnished accessories indicating process operating range, accuracy over range, control signal over range, default control signal with loss of power, calibration data specific to each unique application, electrical power requirements, and limitations of ambient operating environment, including temperature and humidity.
 - 3. Product description with complete technical data, performance curves, and product specification sheets.
 - 4. Installation, operation and maintenance instructions including factors effecting performance.
 - 5. Bill of materials of indicating quantity, manufacturer, and extended model number for each unique product.
 - a. DDC controllers.
 - b. Enclosures.
 - c. Electrical power devices.
 - d. Accessories.
 - e. Instruments.
 - f. Control valves and actuators.
 - 6. When manufacturer's product datasheets apply to a product series rather than a specific product model, clearly indicate and highlight only applicable information.

7. Each submitted piece of product literature shall clearly cross reference specification and drawings that submittal is to cover.

B. Shop Drawings:

1. General Requirements:
 - a. Include cover drawing with Project name, location, Owner, Architect, Contractor and issue date with each Shop Drawings submission.
 - b. Include a drawing index sheet listing each drawing number and title that matches information in each title block.
 - c. Drawings Size: 11x17.
2. Include plans, elevations, sections, and mounting details where applicable.
3. Include details of product assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
4. Schematic drawings for each controlled HVAC system indicating the following:
 - a. I/O points labeled with point names shown. Indicate instrument range, normal operating set points, and alarm set points. Indicate fail position of each damper and valve, if included in Project.
 - b. I/O listed in table format showing point name, type of device, manufacturer, model number, and cross-reference to product data sheet number.
 - c. A graphic showing location of control I/O in proper relationship to HVAC system.
 - d. Wiring diagram with each I/O point having a unique identification and indicating labels for all wiring terminals.
 - e. Unique identification of each I/O that shall be consistently used between different drawings showing same point.
 - f. Elementary wiring diagrams of controls for HVAC equipment motor circuits including interlocks, switches, relays, and interface to DDC controllers.
 - g. Narrative sequence of operation.
 - h. Graphic sequence of operation, showing all inputs and output logical blocks.
5. Color graphics indicating the following:
 - a. Itemized list of color graphic displays to be provided.
 - b. For each display screen to be provided, a true color copy showing layout of pictures, graphics, and data displayed.
 - c. Intended operator access between related hierarchical display screens.

1.7 INFORMATIONAL SUBMITTALS

A. Product Certificates:

1. Data Communications Protocol Certificates: Certifying that each proposed DDC system component complies with ASHRAE 135.

B. Field quality-control reports.

- C. Sample Warranty: For manufacturer's warranty.

1.8 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For DDC system to include in emergency, operation, and maintenance manuals.

1. Include the following:

- a. Project Record Drawings of as-built versions of submittal Shop Drawings provided in electronic PDF format.
- b. Testing reports and checklists of completed final versions of reports, checklists, and trend logs.
- c. As-built versions of submittal Product Data.
- d. Names, addresses, e-mail addresses, and 24-hour telephone numbers of Installer and service representatives for DDC system and products.
- e. Operator's manual with procedures for operating control systems including logging on and off, handling alarms, producing point reports, trending data, overriding computer control, and changing set points and variables.
- f. Programming manuals with description of programming language and syntax, of statements for algorithms and calculations used, of point database creation and modification, of program creation and modification, and of editor use.
- g. Engineering, installation, and maintenance manuals that explain how to:
 - 1) Design and install new points, panels, and other hardware.
 - 2) Perform preventive maintenance and calibration.
 - 3) Debug hardware problems.
 - 4) Repair or replace hardware.
- h. Documentation of all programs created using custom programming language including set points, tuning parameters, and object database.
- i. List of recommended spare parts with part numbers and suppliers.
- j. Licenses, guarantees, and warranty documents.
- k. Recommended preventive maintenance procedures for system components, including schedule of tasks such as inspection, cleaning, and calibration; time between tasks; and task descriptions.
- l. Owner training materials.

1.9 WARRANTY

- A. Manufacturer's Warranty: Manufacturer and Installer agree to repair or replace products that fail in materials or workmanship within specified warranty period.

1. Failures shall be adjusted, repaired, or replaced at no additional cost or reduction in service to Owner.
2. Include updates or upgrades to software and firmware if necessary to resolve deficiencies.
 - a. Install updates only after receiving Owner's written authorization.

3. Warranty service shall occur during normal business hours and commence within 24 hours of Owner's warranty service request.
4. Warranty Period: Two year(s) from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 DDC SYSTEM MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by the following:
 1. Johnson Controls Metasys (Factory Branch Office) Contact Tyler Berry, tyler.d.berry@jci.com for controls coordination.

2.2 DDC SYSTEM DESCRIPTION

- A. Microprocessor-based monitoring and control including analog/digital conversion and program logic. A control loop or subsystem in which digital and analog information is received and processed by a microprocessor, and digital control signals are generated based on control algorithms and transmitted to field devices to achieve a set of predefined conditions.
- B. 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.

2.3 PERFORMANCE REQUIREMENTS

- A. Surface-Burning Characteristics: Products installed in ducts, equipment, and return-air paths shall comply with ASTM E84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
 1. Flame-Spread Index: 25 or less.
 2. Smoke-Developed Index: 50 or less.
- B. Environmental Conditions for Controllers, Gateways, and Routers:
 1. Products shall operate without performance degradation under ambient environmental temperature, pressure and humidity conditions encountered for installed location.
 - a. If product alone cannot comply with requirement, install product in a protective enclosure that is isolated and protected from conditions impacting performance. Enclosure shall be internally insulated, electrically heated, cooled and ventilated as required by product and application.
 2. Products shall be protected with enclosures satisfying the following minimum requirements unless more stringent requirements are indicated. Products not available with integral enclosures complying with requirements indicated shall be housed in protective secondary enclosures. Installed location shall dictate the following NEMA 250 enclosure requirements:

a. Mechanical Equipment Rooms:

1) Air-Moving Equipment Rooms: Type 1.

2.4 NETWORK COMMUNICATION PROTOCOL

- A. Network communication protocol(s) used throughout entire DDC system shall be open to Owner and available to other companies for use in making future modifications to DDC system.
- B. ASHRAE 135 Protocol:
 - 1. ASHRAE 135 communication protocol shall be sole and native protocol used throughout entire DDC system.
 - 2. DDC system shall not require use of gateways except to integrate HVAC equipment and other building systems and equipment, not required to use ASHRAE 135 communication protocol.
 - 3. If used, gateways shall connect to DDC system using ASHRAE 135 communication protocol and Project object properties and read/write services indicated by interoperability schedule.
 - 4. Operator workstations, controllers and other network devices shall be tested and listed by BACnet Testing Laboratories.

2.5 ASHRAE 135 GATEWAYS

- A. Include BACnet communication ports, whenever available as an equipment OEM standard option, for integration via a single communication cable. BACnet-controlled plant equipment includes, but is not limited to, boilers, chillers, and variable-speed drives.
- B. Include gateways to connect BACnet to legacy systems, existing non-BACnet devices, and existing non-BACnet DDC-controlled equipment, only when specifically requested and approved by Owner.
- C. Include with each gateway an interoperability schedule showing each point or event on legacy side that BACnet "client" will read, and each parameter that BACnet network will write to. Describe this interoperability of BACnet services, or BIBBs, defined in ASHRAE 135, Annex K.
- D. Gateway Minimum Requirements:
 - 1. Read and view all readable object properties on non-BACnet network to BACnet network and vice versa where applicable.
 - 2. Write to all writeable object properties on non-BACnet network from BACnet network and vice versa where applicable.
 - 3. Include single-pass (only one protocol to BACnet without intermediary protocols) translation from non-BACnet protocol to BACnet and vice versa.
 - 4. Comply with requirements of Data Sharing Read Property, Data Sharing Write Property, Device Management Dynamic Device Binding-B, and Device Management Communication Control BIBBs according to ASHRAE 135.
 - 5. Hardware, software, software licenses, and configuration tools for operator-to-gateway communications.

6. Backup programming and parameters on CD media and the ability to modify, download, backup, and restore gateway configuration.

2.6 ASHRAE 135 PROTOCOL ANALYZER

- A. Analyzer and required cables and fittings for connection to ASHRAE 135 network.
- B. Analyzer shall include the following minimum capabilities:
 1. Capture and store to a file data traffic on all network levels.
 2. Measure bandwidth usage.
 3. Filtering options with ability to ignore select traffic.

2.7 DDC CONTROLLERS

- A. DDC system shall consist of a combination of network controllers, programmable application controllers and application-specific controllers to satisfy performance requirements indicated.
- B. DDC controllers shall perform monitoring, control, energy optimization and other requirements indicated.
- C. DDC controllers shall use a multitasking, multiuser, real-time digital control microprocessor with a distributed network database and intelligence.
- D. Each DDC controller shall be capable of full and complete operation as a completely independent unit and as a part of a DDC system wide distributed network.
- E. Environment Requirements:
 1. Controller hardware shall be suitable for the anticipated ambient conditions.
 2. Controllers located in conditioned space shall be rated for operation at 32 to 120 deg F.
- F. Power and Noise Immunity:
 1. Controller shall operate at 90 to 110 percent of nominal voltage rating and shall perform an orderly shutdown below 80 percent of nominal voltage.
 2. Operation shall be protected against electrical noise of 5 to 120 Hz and from keyed radios with up to 5 W of power located within 36 inches of enclosure.
- G. DDC Controller Spare Processing Capacity:
 1. Include spare processing memory for each controller. RAM, PROM, or EEPROM will implement requirements indicated with the following spare memory:
 - a. Network Controllers: 50 percent.
 - b. Programmable Application Controllers: Not less than 60 percent.
 - c. Application-Specific Controllers: Not less than 70 percent.
 2. Memory shall support DDC controller's operating system and database and shall include the following:

- a. Monitoring and control.
 - b. Energy management, operation and optimization applications.
 - c. Alarm management.
 - d. Historical trend data of all connected I/O points.
 - e. Maintenance applications.
 - f. Operator interfaces.
 - g. Monitoring of manual overrides.
- H. DDC Controller Spare I/O Point Capacity: Include spare I/O point capacity for each controller as follows:
- 1. Network Controllers:
 - a. 10 percent of each AI, AO, BI, and BO point connected to controller.
 - b. Minimum Spare I/O Points per Controller:
 - 1) AIs: Two.
 - 2) AOs: Two.
 - 3) BIs: Three.
 - 4) BOs: Three.
 - 2. Programmable Application Controllers:
 - a. 10 percent of each AI, AO, BI, and BO point connected to controller.
 - b. Minimum Spare I/O Points per Controller:
 - 1) AIs: Two.
 - 2) AOs: Two.
 - 3) BIs: Three.
 - 4) BOs: Three.
 - 3. Application-Specific Controllers:
 - a. 10 percent of each AI, AO, BI, and BO point connected to controller.
 - b. Minimum Spare I/O Points per Controller:
 - 1) AIs: Two.
 - 2) AOs: Two.
 - 3) BIs: Two.
 - 4) BOs: Two.
- I. Maintenance and Support: Include the following features to facilitate maintenance and support:
- 1. Mount microprocessor components on circuit cards for ease of removal and replacement.
 - 2. Means to quickly and easily disconnect controller from network.
 - 3. Means to quickly and easily access connect to field test equipment.
 - 4. Visual indication that controller electric power is on, of communication fault or trouble, and that controller is receiving and sending signals to network.
- J. Input and Output Point Interface:

1. Hardwired input and output points shall connect to network, programmable application and application-specific controllers.
2. Input and output points shall be protected so shorting of point to itself, to another point, or to ground will not damage controller.
3. Input and output points shall be protected from voltage up to 24 V of any duration so that contact will not damage controller.
4. AIs:
 - a. AIs shall include monitoring of low-voltage (zero- to 10-V dc), current (4 to 20 mA) and resistance signals from thermistor and RTD sensors.
 - b. AIs shall be compatible with, and field configurable to, sensor and transmitters installed.
 - c. Controller AIs shall perform analog-to-digital (A-to-D) conversion with a minimum resolution of 8 bits or better to comply with accuracy requirements indicated.
 - d. Signal conditioning including transient rejection shall be provided for each AI.
 - e. Capable of being individually calibrated for zero and span.
 - f. Incorporate common-mode noise rejection of at least 50 dB from zero to 100 Hz for differential inputs, and normal-mode noise rejection of at least 20 dB at 60 Hz from a source impedance of 10000 ohms.
5. AOs:
 - a. Controller AOs shall perform analog-to-digital (A-to-D) conversion with a minimum resolution of 8 bits or better to comply with accuracy requirements indicated.
 - b. Output signals shall have a range of 4 to 20 mA dc or zero- to 10-V dc as required to include proper control of output device.
 - c. Capable of being individually calibrated for zero and span.
 - d. AOs shall not exhibit a drift of greater than 0.4 percent of range per year.
6. BIs:
 - a. Controller BIs shall accept contact closures and shall ignore transients of less than 5-ms duration.
 - b. Isolation and protection against an applied steady-state voltage of up to 180-V ac peak.
 - c. BIs shall include a wetting current of at least 12 mA to be compatible with commonly available control devices and shall be protected against effects of contact bounce and noise.
 - d. BIs shall sense "dry contact" closure without external power (other than that provided by the controller) being applied.
 - e. Pulse accumulation input points shall comply with all requirements of BIs and accept up to 10 pulses per second for pulse accumulation. Buffer shall be provided to totalize pulses. Pulse accumulator shall accept rates of at least 20 pulses per second. The totalized value shall be reset to zero on operator's command.
7. BOs:
 - a. Controller BOs shall include relay contact closures or triac outputs for momentary and maintained operation of output devices.

- 1) Relay contact closures shall have a minimum duration of 0.1 second. Relays shall include at least 180 V of isolation. Electromagnetic interference suppression shall be provided on all output lines to limit transients to non-damaging levels. Minimum contact rating shall be 1 A at 24-V ac.
 - 2) Triac outputs shall include at least 180 V of isolation. Minimum contact rating shall be 1 A at 24-V ac.
- b. BOs shall include for two-state operation or a pulsed low-voltage signal for pulse-width modulation control.
 - c. BOs shall be selectable for either normally open or normally closed operation.
 - d. Include tristate outputs (two coordinated BOs) for control of three-point floating-type electronic actuators without feedback.
 - e. Limit use of three-point floating devices to VAV terminal unit control applications. Control algorithms shall operate actuator to one end of its stroke once every 12 hours for verification of operator tracking.

2.8 PROGRAMMABLE APPLICATION CONTROLLERS

A. General Programmable Application Controller Requirements:

1. Include adequate number of controllers to achieve performance indicated.
2. Controller shall have enough memory to support its operating system, database, and programming requirements.
3. Data shall be shared between networked controllers and other network devices.
4. Operating system of controller shall manage input and output communication signals to allow distributed controllers to share real and virtual object information and allow for central monitoring and alarms.
5. Controllers that perform scheduling shall have a real-time clock.
6. Controller shall continually check status of its processor and memory circuits. If an abnormal operation is detected, controller shall assume a predetermined failure mode and generate an alarm notification.
7. Controllers shall be fully programmable.

B. Communication:

1. Programmable application controllers shall communicate with other devices on network.

C. Operator Interface:

1. Controller shall be equipped with a service communications port for connection to a portable operator's workstation or mobile device.

D. Serviceability:

1. Controller shall be equipped with diagnostic LEDs or other form of local visual indication of power, communication, and processor.
2. Wiring and cable connections shall be made to field-removable, modular terminal strips or to a termination card connected by a ribbon cable.
3. Controller shall maintain BIOS and programming information in event of a power loss for at least 72 hours.

2.9 APPLICATION-SPECIFIC CONTROLLERS

- A. Description: Microprocessor-based controllers, which through hardware or firmware design are dedicated to control a specific piece of equipment. Controllers are not fully user-programmable but are configurable and customizable for operation of equipment they are designed to control.
 - 1. Capable of standalone operation and shall continue to include control functions without being connected to network.
 - 2. Data shall be shared between networked controllers and other network devices.
- B. Communication: Application-specific controllers shall communicate with other application-specific controller and devices on network, and to programmable application and network controllers.
- C. Operator Interface: Controller shall be equipped with a service communications port for connection to a portable operator's workstation.
- D. Serviceability:
 - 1. Controller shall be equipped with diagnostic LEDs or other form of local visual indication of power, communication, and processor.
 - 2. Wiring and cable connections shall be made to field-removable, modular terminal strips or to a termination card connected by a ribbon cable.
 - 3. Controller shall use nonvolatile memory and maintain all BIOS and programming information in event of power loss.

2.10 CONTROLLER SOFTWARE

- A. General Controller Software Requirements:
 - 1. Software applications shall reside and operate in controllers. Editing of applications shall occur at operator workstations.
 - 2. I/O points shall be identified by up to 30-character point name and up to 16-character point descriptor. Same names shall be used at operator workstations.
 - 3. Control functions shall be executed within controllers using DDC algorithms.
 - 4. Controllers shall be configured to use stored default values to ensure fail-safe operation. Default values shall be used when there is a failure of a connected input instrument or loss of communication of a global point value.
- B. Security:
 - 1. Operator access shall be secured using individual security passwords and user names.
 - 2. Passwords shall restrict operator to points, applications, and system functions as assigned by system manager.
 - 3. Operator log-on and log-off attempts shall be recorded.
 - 4. System shall protect itself from unauthorized use by automatically logging off after last keystroke. The delay time shall be operator-definable.
- C. Scheduling: Include capability to schedule each point or group of points in system. Each schedule shall consist of the following:

1. Weekly Schedule:
 - a. Include separate schedules for each day of week.
 - b. Each schedule should include the capability for start, stop, optimal start, optimal stop, and night economizer.
 - c. Each schedule may consist of up to 10 events.
 - d. When a group of objects are scheduled together, include capability to adjust start and stop times for each member.
 2. Exception Schedules:
 - a. Include ability for operator to designate any day of the year as an exception schedule.
 - b. Exception schedules may be defined up to a year in advance. Once an exception schedule is executed, it will be discarded and replaced by regular schedule for that day of week.
 3. Holiday Schedules:
 - a. Include capability for operator to define up to 99 special or holiday schedules.
 - b. Schedules may be placed on scheduling calendar and will be repeated each year.
 - c. Operator shall be able to define length of each holiday period.
- D. System Coordination:
1. Include standard application for proper coordination of equipment.
 2. Application shall include operator with a method of grouping together equipment based on function and location.
 3. Group may then be used for scheduling and other applications.
- E. Binary Alarms:
1. Each binary point shall be set to alarm based on operator-specified state.
 2. Include capability to automatically and manually disable alarming.
- F. Analog Alarms:
1. Each analog object shall have both high and low alarm limits.
 2. Alarming shall be able to be automatically and manually disabled.
- G. Alarm Reporting:
1. Operator shall be able to determine action to be taken in event of an alarm.
 2. Alarms shall be routed to appropriate operator workstations based on time and other conditions.
 3. Alarm shall be able to start programs, print, be logged in event log, generate custom messages, and display graphics.
- H. Remote Communication:
1. System shall have ability to dial out in the event of an alarm.

- I. Maintenance Management: System shall monitor equipment status and generate maintenance messages based on operator-designated run-time, starts, and calendar date limits.
- J. Sequencing: Include application software based on sequences of operation indicated to properly sequence chillers, boilers, and other applicable HVAC equipment.
- K. Control Loops:
 - 1. Support any of the following control loops, as applicable to control required:
 - a. Two-position (on/off, open/close, slow/fast) control.
 - b. Proportional control.
 - c. Proportional plus integral (PI) control.
 - d. Proportional plus integral plus derivative (PID) control.
 - 1) Include PID algorithms with direct or reverse action and anti-windup.
 - 2) Algorithm shall calculate a time-varying analog value used to position an output or stage a series of outputs.
 - 3) Controlled variable, set point, and PID gains shall be operator-selectable.
 - e. Adaptive (automatic tuning).
- L. Anti-Short Cycling:
 - 1. BO points shall be protected from short cycling.
 - 2. Feature shall allow minimum on-time and off-time to be selected.
- M. On and Off Control with Differential:
 - 1. Include an algorithm that allows a BO to be cycled based on a controlled variable and set point.
 - 2. Algorithm shall be direct- or reverse-acting and incorporate an adjustable differential.
- N. Run-Time Totalization:
 - 1. Include software to totalize run-times for all BI and BO points.
 - 2. A high run-time alarm shall be assigned, if required, by operator.

2.11 ENCLOSURES

- A. General Enclosure Requirements:
 - 1. House each controller and associated control accessories in a single enclosure. Enclosure shall serve as central tie-in point for control devices such as switches, transmitters, transducers, power supplies and transformers.
 - 2. Do not house more than one controller in a single enclosure.
 - 3. Include enclosure door with key locking mechanism. Key locks alike for all enclosures and include one pair of keys per enclosure.
 - 4. Equip doors of enclosures housing controllers and components with analog or digital displays with windows to allow visual observation of displays without opening enclosure door.

ROOFTOP UNIT REPLACEMENT
SOUTHSIDE ELEMENTARY SCHOOL
MJT PROJECT NO. 20-081

5. Individual wall-mounted single-door enclosures shall not exceed 36 inches wide and 48 inches high.
6. Individual wall-mounted double-door enclosures shall not exceed 60 inches wide and 36 inches high.
7. Freestanding enclosures shall not exceed 48 inches wide and 72 inches high.
8. Include wall-mounted enclosures with brackets suitable for mounting enclosures to wall or freestanding support stand as indicated.
9. Supply each enclosure with a complete set of as-built schematics, tubing, and wiring diagrams and product literature located in a pocket on inside of door.

B. Internal Arrangement:

1. Internal layout of enclosure shall group and protect pneumatic, electric, and electronic components associated with a controller, but not an integral part of controller.
2. Arrange layout to group similar products together.
3. Include a barrier between line-voltage and low-voltage electrical and electronic products.
4. Factory or shop install products, tubing, cabling and wiring complying with requirements and standards indicated.
5. Terminate field cable and wire using heavy-duty terminal blocks.
6. Include spare terminals, equal to not less than 10 percent of used terminals.
7. Include spade lugs for stranded cable and wire.
8. Install a maximum of two wires on each side of a terminal.
9. Include enclosure field power supply with a toggle-type switch located at entrance inside enclosure to disconnect power.
10. Include enclosure with a line-voltage nominal 20-A GFCI duplex receptacle for service and testing tools. Wire receptacle on hot side of enclosure disconnect switch and include with a 5-A circuit breaker.
11. Mount products within enclosure on removable internal panel(s).
12. Include products mounted in enclosures with engraved, laminated phenolic nameplates (black letters on a white background). The nameplates shall have at least 1/4-inch-high lettering.
13. Route tubing cable and wire located inside enclosure within a raceway with a continuous removable cover.
14. Label each end of cable, wire and tubing in enclosure following an approved identification system that extends from field I/O connection and all intermediate connections throughout length to controller connection.
15. Size enclosure internal panel to include at least 25 percent spare area on face of panel.

C. Environmental Requirements:

1. Evaluate temperature and humidity requirements of each product to be installed within each enclosure.
2. Calculate enclosure internal operating temperature considering heat dissipation of all products installed within enclosure and ambient effects (solar, conduction and wind) on enclosure.
3. Where required by application, include temperature-controlled electrical heat to maintain inside of enclosure above minimum operating temperature of product with most stringent requirement.
4. Where required by application, include temperature-controlled ventilation fans with filtered louver(s) to maintain inside of enclosure below maximum operating temperature of product with most stringent requirement.

5. Include temperature-controlled cooling within the enclosure for applications where ventilation fans cannot maintain inside temperature of enclosure below maximum operating temperature of product with most stringent requirement.
6. Where required by application, include humidity-controlled electric dehumidifier or cooling to maintain inside of enclosure below maximum relative humidity of product with most stringent requirement and to prevent surface condensation within enclosure.

D. Wall-Mounted, NEMA 250, Type 1:

1. Enclosure shall be NRTL listed according to UL 50 or UL 50E.
2. Construct enclosure of steel, not less than:
 - a. Enclosure size less than 24 in.: 0.053 in. or 0.067 in. thick.
 - b. Enclosure size 24 in. and larger: 0.067 in. or 0.093 in. thick.
3. Finish enclosure inside and out with polyester powder coating that is electrostatically applied and then baked to bond to substrate.
 - a. Exterior color shall be manufacturer's standard.
 - b. Interior color shall be manufacturer's standard.
4. Hinged door full size of front face of enclosure and supported using:
 - a. Enclosures sizes less than 36 in. tall: Multiple butt hinges.
 - b. Enclosures sizes 36 in. tall and larger: Continuous piano hinges.
5. Removable internal panel with a white polyester powder coating that is electrostatically applied and then baked to bond to substrate.
 - a. Size less than 24 in.: Solid or Perforated steel, 0.053 in. thick.
 - b. Size 24 in. and larger: Solid aluminum, 0.10 in. or steel, 0.093 in. thick.
6. Internal panel mounting hardware, grounding hardware and sealing washers.
7. Grounding stud on enclosure body.
8. Thermoplastic pocket on inside of door for record Drawings and Product Data.

2.12 ELECTRICAL POWER DEVICES

A. Transformers:

1. Transformer shall be sized for the total connected load, plus an additional 25 percent of connected load.
2. Transformer shall be at least 40 VA.
3. Transformer shall have both primary and secondary fuses.

2.13 CONTROL WIRE AND CABLE

A. Wire: Single conductor control wiring above 24 V.

1. Wire size shall be at least No. 18 AWG.

2. Conductor shall be 7/24 soft annealed copper strand with 2- to 2.5-inch lay.
3. Conductor insulation shall be 600 V, Type THWN or Type THHN, and 90 deg C according to UL 83.
4. Conductor colors shall be black (hot), white (neutral), and green (ground).
5. Furnish wire on spools.

B. Single Twisted Shielded Instrumentation Cable above 24 V:

1. Wire size shall be a minimum No. 18 AWG.
2. Conductors shall be a twisted, 7/24 soft annealed copper strand with a 2- to 2.5-inch lay.
3. Conductor insulation shall have a Type THHN/THWN or Type TFN rating.
4. Shielding shall be 100 percent type, 0.35/0.5-mil aluminum/Mylar tape, helically applied with 25 percent overlap, and aluminum side in with tinned copper drain wire.
5. Outer jacket insulation shall have a 600-V, 90-deg C rating and shall be Type TC cable.
6. For twisted pair, conductor colors shall be black and white. For twisted triad, conductor colors shall be black, red and white.
7. Furnish wire on spools.

C. Single Twisted Shielded Instrumentation Cable 24 V and Less:

1. Wire size shall be a minimum No. 18 AWG.
2. Conductors shall be a twisted, 7/24 soft annealed copper stranding with a 2- to 2.5-inch lay.
3. Conductor insulation shall have a nominal 15-mil thickness, constructed from flame-retardant PVC.
4. Shielding shall be 100 percent type, 1.35-mil aluminum/polymer tape, helically applied with 25 percent overlap, and aluminum side in with tinned copper drain wire.
5. Outer jacket insulation shall have a 300-V, 105-deg C rating and shall be Type PLTC cable.
6. For twisted pair, conductor colors shall be black and white. For twisted triad, conductor colors shall be black, red and white.
7. Furnish wire on spools.

D. LAN and Communication Cable: Comply with DDC system manufacturer requirements for network being installed.

1. Cable shall be balanced twisted pair.
 - a. Cable shall be plenum rated.
 - b. Cable shall have a unique color that is different from other cables used on Project.

2.14 IDENTIFICATION

A. Control Equipment, Instruments, and Control Devices:

1. Self-adhesive label bearing unique identification.
 - a. Include instruments with unique identification identified by equipment being controlled or monitored, followed by point identification.
2. Legend shall consist of white lettering on black background.

3. Laminated acrylic or melamine plastic sign shall be engraved phenolic consisting of three layers of rigid laminate. Top and bottom layers are color-coded black with contrasting white center exposed by engraving through outer layer and shall be fastened with drive pins.
4. Instruments, control devices, and actuators with Project-specific identification tags having unique identification numbers following requirements indicated and provided by original manufacturer do not require additional identification.

B. Valve Tags:

1. Brass tags and brass chains attached to valve.
2. Tags shall be at least 1.5 inches in diameter.
3. Include tag with unique valve identification indicating control influence such as flow, level, pressure, or temperature; followed by location of valve, and followed by three-digit sequential number. For example: TV-1.001.
4. Valves with Project-specific identification tags having unique identification numbers following requirements indicated and provided by original manufacturer do not require an additional tag.

C. Equipment Warning Labels:

1. Self-adhesive label with pressure-sensitive adhesive back and peel-off protective jacket.
2. Lettering size shall be at least 14-point type with white lettering on red background.
3. Warning label shall read "CAUTION-Equipment operated under remote automatic control and may start or stop at any time without warning. Switch electric power disconnecting means to OFF position before servicing."
4. Lettering shall be enclosed in a white line border. Edge of label shall extend at least 0.25 inch beyond white border.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
 1. Verify compatibility with and suitability of substrates.
- B. Examine roughing-in for products to verify actual locations of connections before installation.
 1. Examine roughing-in for instruments installed in piping to verify actual locations of connections before installation.
 2. Examine roughing-in for instruments installed in duct systems to verify actual locations of connections before installation.
- C. Examine walls, floors, roofs, and ceilings for suitable conditions where product will be installed.
- D. Prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.

- E. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 DDC SYSTEM INTERFACE WITH EXISTING SYSTEMS

A. Interface with Existing Systems:

1. DDC systems shall interface existing systems to achieve integration.
2. Monitoring and Control of DDC System by Existing Control System:
 - a. DDC system performance requirements shall be satisfied when monitoring and controlling DDC system by existing control system.
 - b. Operator of existing system shall be able to upload, download, monitor, trend, control and program every input and output point in DDC system from existing control system using existing control system software and operator workstations.
 - c. Remote monitoring and control from existing control system shall not require operators of existing control system to learn new software.
 - d. Interface of DDC system into existing control system shall be transparent to operators of existing control system and allow operators to monitor and control DDC system from any operator workstation connected to existing control system.
3. Integration of Existing Control System into DDC System:
 - a. Existing control system performance requirements shall be satisfied when monitoring and controlling existing control system through DDC system.
 - b. Operator shall be able to upload, download, monitor, alarm, report, trend, control and program every input and output point in existing system from DDC system using operator workstations and software provided. The combined systems shall share one database.
 - c. Interface of existing control system I/O points into DDC system shall be transparent to operators. All operational capabilities shall be identical regardless of whether I/O already exists or I/O is being installed.

B. Integration with Existing Enterprise System:

1. DDC system shall interface with an existing enterprise system to adhere to Owner standards already in-place and to achieve integration.
2. Owner's control system integrator will provide the following services:
 - a. Enterprise system expansion and development of graphics, logs, reports, trends and other operational capabilities of enterprise system for I/O being added to DDC control system for use by enterprise system operators.
 - b. Limited assistance during commissioning to extent of DDC system integration with existing enterprise system.
 - c. Prepare on-site demonstration mockup of integration of DDC system to be installed with existing system before installing DDC system.
3. Engage Owner's control system integrator to provide the following services:
 - a. Enterprise system expansion and development of graphics, logs, reports, trends and other operational capabilities of enterprise system for I/O being added to DDC control system for use by enterprise system operators.

- b. Limited assistance during commissioning to extent of DDC system integration with existing enterprise system.
 - c. Prepare on-site demonstration mockup of integration of DDC system to be installed with existing system before installing DDC system.
4. Attend meetings with control system integrator to integrate DDC system.

3.3 GENERAL INSTALLATION REQUIREMENTS

- A. Install products to satisfy more stringent of all requirements indicated.
- B. Install products level, plumb, parallel, and perpendicular with building construction.
- C. Support products, tubing, piping wiring and raceways. Brace products to prevent lateral movement and sway or a break in attachment.
- D. If codes and referenced standards are more stringent than requirements indicated, comply with requirements in codes and referenced standards.
- E. Fabricate openings and install sleeves in ceilings, floors, roof, and walls required by installation of products. Before proceeding with drilling, punching, and cutting, check for concealed work to avoid damage. Patch, flash, grout, seal, and refinish openings to match adjacent condition.
- F. Welding Requirements:
 - 1. Restrict welding and burning to supports and bracing.
 - 2. No equipment shall be cut or welded without approval. Welding or cutting will not be approved if there is risk of damage to adjacent Work.
 - 3. Welding, where approved, shall be by inert-gas electric arc process and shall be performed by qualified welders according to applicable welding codes.
 - 4. If requested on-site, show satisfactory evidence of welder certificates indicating ability to perform welding work intended.
- G. Fastening Hardware:
 - 1. Stillson wrenches, pliers, and other tools that damage surfaces of rods, nuts, and other parts are prohibited for work of assembling and tightening fasteners.
 - 2. Tighten bolts and nuts firmly and uniformly. Do not overstress threads by excessive force or by oversized wrenches.
 - 3. Lubricate threads of bolts, nuts and screws with graphite and oil before assembly.
- H. If product locations are not indicated, install products in locations that are accessible and that will permit service and maintenance from floor, equipment platforms, or catwalks without removal of permanently installed furniture and equipment.

3.4 GATEWAY INSTALLATION

- A. Install gateways if required for DDC system communication interface requirements indicated.
 - 1. Install gateway(s) required to suit indicated requirements.

- B. Test gateway to verify that communication interface functions properly.

3.5 CONTROLLER INSTALLATION

- A. Install controllers in enclosures to comply with indicated requirements.
- B. Connect controllers to field power supply.
- C. Install controller with latest version of applicable software and configure to execute requirements indicated.
- D. Test and adjust controllers to verify operation of connected I/O to achieve performance indicated requirements while executing sequences of operation.
- E. Installation of Network Controllers:
 - 1. Quantity and location of network controllers shall be determined by DDC system manufacturer to satisfy requirements indicated.
 - 2. Install controllers in a protected location that is easily accessible by operators.
 - 3. Top of controller shall be within 72 inches of finished floor.
- F. Installation of Programmable Application Controllers:
 - 1. Quantity and location of programmable application controllers shall be determined by DDC system manufacturer to satisfy requirements indicated.
 - 2. Install controllers in a protected location that is easily accessible by operators.
 - 3. Top of controller shall be within 72 inches of finished floor.
- G. Application-Specific Controllers:
 - 1. Quantity and location of application-specific controllers shall be determined by DDC system manufacturer to satisfy requirements indicated.
 - 2. For controllers not mounted directly on equipment being controlled, install controllers in a protected location that is easily accessible by operators.

3.6 ENCLOSURES INSTALLATION

- A. Install the following items in enclosures, to comply with indicated requirements:
 - 1. Gateways.
 - 2. Controllers.
 - 3. Electrical power devices.
 - 4. Relays.
 - 5. Accessories.
 - 6. Instruments.
 - 7. Actuators
- B. Attach wall-mounted enclosures to wall using the following types of steel struts:
 - 1. For NEMA 250, Type 1 Enclosures: Use galvanized-steel strut and hardware.

2. Install plastic caps on exposed cut edges of strut.

C. Align top of adjacent enclosures.

D. Install continuous and fully accessible wireways to connect conduit, wire, and cable to multiple adjacent enclosures. Wireway used for application shall have protection equal to NEMA 250 rating of connected enclosures.

3.7 ELECTRIC POWER CONNECTIONS

A. Connect electrical power to DDC system products requiring electrical power connections.

B. Design of electrical power to products not indicated with electric power is delegated to DDC system provider and installing trade. Work shall comply with NFPA 70 and other requirements indicated.

C. Comply with requirements in Section 262816 "Enclosed Switches and Circuit Breakers" for electrical power circuit breakers.

D. Comply with requirements in Section 260519 "Low-Voltage Electrical Power Conductors and Cables" for electrical power conductors and cables.

E. Comply with requirements in Section 260533 "Raceways and Boxes for Electrical Systems" for electrical power raceways and boxes.

3.8 IDENTIFICATION

A. Identify system components, wiring, cabling, and terminals. Comply with requirements in Section 260553 "Identification for Electrical Systems" for identification products and installation.

B. Install self-adhesive labels with unique identification on face for each of the following:

1. Gateway.
2. Protocol analyzer.
3. DDC controller.
4. Enclosure.
5. Electrical power device.
6. Accessory.

C. Install unique instrument identification on face of each instrument connected to a DDC controller.

D. Install unique identification on face of each control damper and valve actuator connected to a DDC controller.

E. Where product is installed above accessible tile ceiling, also install matching identification on face of ceiling grid located directly below.

F. Where product is installed above an inaccessible ceiling, also install identification on face of access door directly below.

G. Warning Labels and Signs:

1. Shall be permanently attached to equipment that can be automatically started by DDC control system.
2. Shall be located in highly visible location near power service entry points.

3.9 CONTROL WIRE, CABLE AND RACEWAYS INSTALLATION

A. Comply with NECA 1.

B. Wire and Cable Installation:

1. Install cables with protective sheathing that is waterproof and capable of withstanding continuous temperatures of 90 deg C with no measurable effect on physical and electrical properties of cable.
 - a. Provide shielding to prevent interference and distortion from adjacent cables and equipment.
2. Terminate wiring in a junction box.
 - a. Clamp cable over jacket in junction box.
 - b. Individual conductors in the stripped section of the cable shall be slack between the clamping point and terminal block.
3. Terminate field wiring and cable not directly connected to instruments and control devices having integral wiring terminals using terminal blocks.
4. Install signal transmission components according to IEEE C2, REA Form 511a, NFPA 70, and as indicated.
5. Use shielded cable to transmitters.
6. Use shielded cable to temperature sensors.
7. Perform continuity and meager testing on wire and cable after installation.

3.10 FIELD QUALITY CONTROL

A. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and installations, including connections.

B. Perform the following tests and inspections with the assistance of a factory-authorized service representative:

1. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
2. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

C. Testing:

1. Perform pre-installation, in-progress, and final tests, supplemented by additional tests, as necessary.

2. Pre-installation Cable Verification: Verify integrity and serviceability for new cable lengths before installation. This assurance may be provided by using vendor verification documents, testing, or other methods. As a minimum, furnish evidence of verification for cable attenuation and bandwidth parameters.
3. In-Progress Testing: Perform standard tests for correct pair identification and termination during installation to ensure proper installation and cable placement. Perform tests in addition to those specified if there is any reason to question condition of material furnished and installed. Testing accomplished is to be documented by agency conducting tests. Submit test results for Project record.
4. Final Testing: Perform final test of installed system to demonstrate acceptability as installed. Testing shall be performed according to a test plan supplied by DDC system manufacturer. Defective Work or material shall be corrected and retested. As a minimum, final testing for cable system, including spare cable, shall verify conformance of attenuation, length, and bandwidth parameters with performance indicated.
5. Test Equipment: Use an optical fiber time domain reflectometer for testing of length and optical connectivity.
6. Test Results: Record test results and submit copy of test results for Project record.

3.11 DDC SYSTEM I/O CHECKOUT PROCEDURES

- A. Check installed products before continuity tests, leak tests and calibration.
- B. Check instruments for proper location and accessibility.
- C. Check instruments for proper installation on direction of flow, elevation, orientation, insertion depth, or other applicable considerations that will impact performance.
- D. Check instrument tubing for proper isolation, fittings, slope, dirt legs, drains, material and support.
- E. For pneumatic products, verify that air supply for each product is properly installed.
- F. Control Damper Checkout:
 1. Verify that control dampers are installed correctly for flow direction.
 2. Verify that proper blade alignment, either parallel or opposed, has been provided.
 3. Verify that damper frame attachment is properly secured and sealed.
 4. Verify that damper actuator and linkage attachment is secure.
 5. Verify that actuator wiring is complete, enclosed and connected to correct power source.
 6. Verify that damper blade travel is unobstructed.
- G. Instrument Checkout:
 1. Verify that instrument is correctly installed for location, orientation, direction and operating clearances.
 2. Verify that attachment is properly secured and sealed.
 3. Verify that conduit connections are properly secured and sealed.
 4. Verify that wiring is properly labeled with unique identification, correct type and size and is securely attached to proper terminals.
 5. Inspect instrument tag against approved submittal.

6. For instruments with tubing connections, verify that tubing attachment is secure and isolation valves have been provided.
7. For flow instruments, verify that recommended upstream and downstream distances have been maintained.
8. For temperature instruments:
 - a. Verify sensing element type and proper material.
 - b. Verify length and insertion.

3.12 DDC SYSTEM I/O ADJUSTMENT, CALIBRATION AND TESTING:

- A. Calibrate each instrument installed that is not factory calibrated and provided with calibration documentation.
- B. Provide a written description of proposed field procedures and equipment for calibrating each type of instrument. Submit procedures before calibration and adjustment.
- C. For each analog instrument, make a three-point test of calibration for both linearity and accuracy.
- D. Equipment and procedures used for calibration shall comply with instrument manufacturer's written instructions.
- E. Provide diagnostic and test equipment for calibration and adjustment.
- F. Field instruments and equipment used to test and calibrate installed instruments shall have accuracy at least twice the instrument accuracy being calibrated. An installed instrument with an accuracy of 1 percent shall be checked by an instrument with an accuracy of 0.5 percent.
- G. Calibrate each instrument according to instrument instruction manual supplied by manufacturer.
- H. If after calibration indicated performance cannot be achieved, replace out-of-tolerance instruments.
- I. Comply with field testing requirements and procedures indicated by ASHRAE's Guideline 11, "Field Testing of HVAC Control Components," in the absence of specific requirements, and to supplement requirements indicated.
- J. Analog Signals:
 1. Check analog voltage signals using a precision voltage meter at zero, 50, and 100 percent.
 2. Check analog current signals using a precision current meter at zero, 50, and 100 percent.
 3. Check resistance signals for temperature sensors at zero, 50, and 100 percent of operating span using a precision-resistant source.
- K. Digital Signals:
 1. Check digital signals using a jumper wire.
 2. Check digital signals using an ohmmeter to test for contact making or breaking.
- L. Control Dampers:

1. Stroke and adjust control dampers following manufacturer's recommended procedure, from 100 percent open to 100 percent closed and back to 100 percent open.
2. Stroke control dampers with pilot positioners. Adjust damper and positioner following manufacturer's recommended procedure, so damper is 100 percent closed, 50 percent closed and 100 percent open at proper air pressure.
3. Check and document open and close cycle times for applications with a cycle time less than 30 seconds.
4. For control dampers equipped with positive position indication, check feedback signal at multiple positions to confirm proper position indication.

M. Meters: Check sensors at zero, 50, and 100 percent of Project design values.

N. Sensors: Check sensors at zero, 50, and 100 percent of Project design values.

O. Switches: Calibrate switches to make or break contact at set points indicated.

P. Transmitters:

1. Check and calibrate transmitters at zero, 50, and 100 percent of Project design values.
2. Calibrate resistance temperature transmitters at zero, 50, and 100 percent of span using a precision-resistant source.

3.13 DDC SYSTEM CONTROLLER CHECKOUT

A. Verify power supply.

1. Verify voltage, phase and hertz.
2. Verify that protection from power surges is installed and functioning.
3. Verify that ground fault protection is installed.
4. If applicable, verify if connected to UPS unit.
5. If applicable, verify if connected to a backup power source.
6. If applicable, verify that power conditioning units, transient voltage suppression and high-frequency noise filter units are installed.

B. Verify that wire and cabling is properly secured to terminals and labeled with unique identification.

C. Verify that spare I/O capacity is provided.

3.14 DDC CONTROLLER I/O CONTROL LOOP TESTS

A. Testing:

1. Test every I/O point connected to DDC controller to verify that safety and operating control set points are as indicated and as required to operate controlled system safely and at optimum performance.
2. Test every I/O point throughout its full operating range.
3. Test every control loop to verify operation is stable and accurate.

4. Adjust control loop proportional, integral and derivative settings to achieve optimum performance while complying with performance requirements indicated. Document testing of each control loop's precision and stability via trend logs.
5. Test and adjust every control loop for proper operation according to sequence of operation.
6. Test software and hardware interlocks for proper operation. Correct deficiencies.
7. Operate each analog point at the following:
 - a. Upper quarter of range.
 - b. Lower quarter of range.
 - c. At midpoint of range.
8. Exercise each binary point.
9. For every I/O point in DDC system, read and record each value at operator workstation, at DDC controller and at field instrument simultaneously. Value displayed at operator workstation, at DDC controller and at field instrument shall match.
10. Prepare and submit a report documenting results for each I/O point in DDC system and include in each I/O point a description of corrective measures and adjustments made to achieve desired results.

3.15 DDC SYSTEM VALIDATION TESTS

- A. Perform validation tests before requesting final review of system. Before beginning testing, first submit Pretest Checklist and Test Plan.
- B. After approval of Test Plan, execute all tests and procedures indicated in plan.
- C. After testing is complete, submit completed test checklist.
- D. Pretest Checklist: Submit the following list with items checked off once verified:
 1. Detailed explanation for any items that are not completed or verified.
 2. Required mechanical installation work is successfully completed and HVAC equipment is working correctly.
 3. HVAC equipment motors operate below full-load amperage ratings.
 4. Required DDC system components, wiring, and accessories are installed.
 5. Installed DDC system architecture matches approved Drawings.
 6. Control electric power circuits operate at proper voltage and are free from faults.
 7. Required surge protection is installed.
 8. DDC system network communications function properly, including uploading and downloading programming changes.
 9. Using BACnet protocol analyzer, verify that communications are error free.
 10. Each controller's programming is backed up.
 11. Equipment, products, tubing, wiring cable, and conduits are properly labeled.
 12. All I/O points are programmed into controllers.
 13. Testing, adjusting, and balancing work affecting controls is complete.
 14. Dampers and actuators zero and span adjustments are set properly.
 15. Each control damper and actuator goes to failed position on loss of power.
 16. Valves and actuators zero and span adjustments are set properly.
 17. Each control valve and actuator goes to failed position on loss of power.
 18. Meter, sensor and transmitter readings are accurate and calibrated.
 19. Control loops are tuned for smooth and stable operation.

20. View trend data where applicable.
21. Each controller works properly in standalone mode.
22. Safety controls and devices function properly.
23. Interfaces with fire-alarm system function properly.
24. Electrical interlocks function properly.
25. Operator workstations and other interfaces are delivered, all system and database software is installed, and graphic are created.
26. Record Drawings are completed.

E. Test Plan:

1. Prepare and submit a validation test plan including test procedures for performance validation tests.
2. Test plan shall address all specified functions of DDC system and sequences of operation.
3. Explain detailed actions and expected results to demonstrate compliance with requirements indicated.
4. Explain method for simulating necessary conditions of operation used to demonstrate performance.
5. Include a test checklist to be used to check and initial that each test has been successfully completed.

F. Validation Test:

1. Verify operating performance of each I/O point in DDC system.
 - a. Verify analog I/O points at operating value.
 - b. Make adjustments to out-of-tolerance I/O points.
 - 1) Identify I/O points for future reference.
 - 2) Simulate abnormal conditions to demonstrate proper function of safety devices.
 - 3) Replace instruments and controllers that cannot maintain performance indicated after adjustments.
2. Simulate conditions to demonstrate proper sequence of control.
3. Readjust settings to design values and observe ability of DDC system to establish desired conditions.
4. After 24 Hours following Initial Validation Test:
 - a. Re-check I/O points that required corrections during initial test.
 - b. Identify I/O points that still require additional correction and make corrections necessary to achieve desired results.
5. After 24 Hours of Second Validation Test:
 - a. Re-check I/O points that required corrections during second test.
 - b. Continue validation testing until I/O point is normal on two consecutive tests.
6. Completely check out, calibrate, and test all connected hardware and software to ensure that DDC system performs according to requirements indicated.

ROOFTOP UNIT REPLACEMENT
SOUTHSIDE ELEMENTARY SCHOOL
MJT PROJECT NO. 20-081

7. After validation testing is complete, prepare and submit a report indicating all I/O points that required correction and how many validation re-tests it took to pass. Identify adjustments made for each test and indicate instruments that were replaced.

END OF SECTION 230900

SECTION 260100 - ELECTRICAL GENERAL PROVISIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SCOPE OF WORK

- A. This Section of the Specifications describes the material and installation procedures to be followed for furnishing and installing the electrical equipment and material as outlined and described on the contract drawings and as stated in this Division of the Specifications.
- B. Where the word "Contractor" appears in this Division of the Specifications, it applies to the Contractor performing the electrical portion of the work, unless specifically indicated otherwise.
- C. The Contractor shall install the systems as specified herein and indicated on the contract drawings and shall furnish all labor, material, tools, scaffolds, erection equipment, services and other items of expense as necessary as a part of this Contract. This Contract further includes placing the systems into operation and properly testing, adjusting, balancing and training the owner's personnel on the use of all items of equipment as specified and as approved by the Architect.

1.3 SUPERVISION

- A. The Electrical Contractor shall have a competent and English speaking designated Supervisor who is a Certified Master Electrician on the job site at all times that any electrical work is being performed. This shall include any and all electrical work being accomplished by contractors who are subcontractors to the prime Electrical Contractor.

1.4 DRAWINGS

- A. General arrangements of the necessary conduits, feeders, light fixtures, devices, panels, and equipment are indicated on the drawings in diagrammatic form only. Due to the scale of the drawings, offsets, fittings, and accessories may not be shown. Work indicated but having details omitted shall be provided complete to an operating condition with all fittings, wiring, and ancillary equipment and material as required. Where rearrangement is necessary, submit drawings of proposed changes for approval and coordinate and arrange work with consideration to the mechanical, system drawings and the existing building conditions and to the work of the various other building trades. Equipment provided under this Division of the Specifications shall be installed in accordance with the recommendations of the equipment or material manufacturer.

1.5 COORDINATION

- A. Coordinate the electrical work with the mechanical drawings and work in order to avoid omissions and to eliminate any interference. Report any discrepancies found, as soon as possible, after discovery, to the Architect.
- B. The contractor shall be responsible for coordinating with the Division 23 Contractor for providing properly sized circuit breakers to serve mechanical equipment and motors furnished which differ from that specified or indicated. This shall be further understood to include branch circuit wiring, conduit, disconnect switches, etc., in accordance with the appropriate codes and specifications. The cost of providing this increased electrical service and related work shall be included under the applicable section under which the equipment and motors are being furnished, at no additional cost to Owner.

1.6 CODES AND STANDARDS

- A. Various recognized codes and standards form a part of these Specifications the same as if written fully herein and shall be followed as minimum requirements. The codes and standards will be referred to by their abbreviated names and are listed below. Reference to these standards shall be understood to mean the latest edition and accumulative supplements which have been adopted by the "Authority Having Jurisdiction," unless noted otherwise.

ASAD	ADA Standards for Accessible Design
ANSI	American National Standards Institute
ASTM	American Society for Testing and Materials
CBMA	Certified Ballast Manufacturers Association
IBC	International Building Code
ICC	International Code Council
ICEA	Insulated Cable Engineers Association
IECC	International Energy Conservation Code
IEEE	Institute of Electrical and Electronics Engineers
IESNA	Illuminating Engineering Society of North America
LEED	Leadership in Energy and Environmental Design
NEC 2014	National Electrical Code
NEMA	National Electrical Manufacturers Association
NESC	National Electrical Safety Code
NFPA	National Fire Prevention Association
NFPA 70E	Standard for Electrical Safety in the workplace
OSHA	The Occupational Safety and Health Act
UL	Underwriters Laboratories, Inc.
VUSBC	Virginia Uniform Statewide Building Code, 2015 Edition

- B. All equipment, material, apparatus, and work shall conform to the requirements of the NEC. If the Contractor observes that the drawings and specifications are at variance therewith, the contractor shall notify the Architect in writing. If the Contractor performs such work contrary to the above referenced rules and regulations and without written acknowledgment or notice thereto, they shall correct this work and bear all cost arising therefrom.

1.7 NOTICES AND FEES

- A. Give all required notices, obtain all necessary permits, and pay all required fees, including any fees associated with temporary electrical power services during construction. Utility company fees, which are for the permanent installation of electrical power services, shall be paid for by the Owner.

PART 2 - PRODUCTS

2.1 EQUIPMENT AND MATERIALS

- A. [Refer to Specification 013300 "Submittals", for shop drawing submittal procedures. Submit shop drawings for materials required for this project as indicated herein. Obtain approval from the Architect before manufacture is started on any of same. The shop drawings shall show complete details of the various items, wiring diagrams, etc., and shall be submitted in a sufficient number of copies to allow the Engineer to retain one copy. Approved copies of all shop drawings shall be kept on the job site accessible to the Architect at all times.

2.2 ACCEPTABLE MANUFACTURERS

- A. The following list states specific names of acceptable manufacturers of particular equipment and indicates the types of material on which submittals shall be made:

Wiring Devices and Cover Plates Product Data
Hubbell
Leviton
Arrow-Hart
Pass and Seymour

Surface Metal Raceway Product Data
Wiremold
Hubbell Incorporated
Mono Systems

- B. The following list states other materials for which product data submittals shall be made:

Circuit Breakers (each type)
Conductors (each type)
Conduit (each type)
Fire Alarm System Components
Fuses (each type)
Surface Metal Raceway (including all accessory components)

- C. Catalog numbers and manufacturers are listed as a guide for minimum requirements to be met. Material and equipment of manufacturers other than those listed will be given consideration by the Architect providing the material meets the minimum requirements set forth in these Specifications and providing the material or equipment will provide satisfactory performance for the intended installation, does not exceed the dimensions and weight of the specified item and meets the aesthetic performance desired of the specified item. Submittals of other than specified equipment shall have indicated on the specification sheets in the shop drawing submittals each item called for in these Specifications by paragraph and subparagraph numbers and/or letters.
- D. Refer to Specification Section 012500 for substitution requirements.
- E. Any deviation from the manufacturers listed in the preceding list and /or of those stated in the Contract Documents shall be submitted to the Architect for approval in accordance with Specification Section 260500, "Materials and Methods." Facsimile transmission of data for review will not be accepted.
- F. The Engineer will review for approval, only one substitute for each type of material specified in the Division 26 Contract Documents. If the substitute material is not approved, the Contractor shall provide the material by one of the specified manufacturers. Approval of substitute material is at the sole discretion of the Architect and Owner, and the Contractor shall bear all costs arising therefrom, including any design fees if additional design effort is deemed prudent or necessary by the Architect.
- G. Only the types of materials specified herein are approved for use on this project. No other material types will be considered.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. "Provide," as used on the drawings and in these Specifications, shall mean furnish, install, connect, adjust, test, and place into operation, except where otherwise specifically stated in the contract documents.
- B. Provide coordinated electrical systems, equipment, and material complete with auxiliaries and accessories as required for a complete and operable finished project.
- C. Run all conduits concealed except where specifically indicated otherwise. Exposed conduit installation other than where indicated shall be approved by the Architect and Owner prior to installation.

3.2 CLEANING AND PAINTING

- A. Remove all dirt, trash, and oil from all raceways, boxes, fittings, cabinets, and panelboards.

- B. Protect, to the satisfaction of the Architect all equipment provided against damage during construction. If damage does occur to any materials, refinish, repair, or replace the equipment or material as directed by the Architect.

3.3 REPAIR OF EXISTING WORK

- A. Repair of existing work, demolition, and modification of existing electrical distribution systems shall be performed as follows:

1. Workmanship: Lay out work in advance.
 - a. Exercise care when cutting, channeling, chasing, or drilling of floors, walls, partitions, ceilings, or other surfaces as necessary for proper installation, support, or anchorage of conduit, raceways, or other electrical work. Repair damage to buildings and materials or equipment damaged using skilled craftsmen of the appropriate trades.
2. Existing Concealed Wiring to be Removed:
 - a. Existing concealed wiring to be removed shall be disconnected from its source. Remove conductors and cut conduits flush with concrete floors, and top openings with non-shrink grout. Where wood floors are encountered, remove conduit to below wood floor. Where conduit that passes through walls is removed, seal opening in wall with a material that is equal to the fire rating of the material the wall is constructed from.
3. Continuation of Service:
 - a. Maintain continuity of existing circuits to remain. Existing circuits shall remain energized unless otherwise indicated. Circuits which are to remain but were disturbed during demolition shall have circuit wiring and power restored back to original condition as approved by the Architect. Only materials specified for this project may be used to affect repairs.

3.4 EXCAVATION

- A. All excavations shall be made to the proper depth to assure a firm foundation for the work.

3.5 RECORD DRAWINGS

- A. Refer to Specification Section 017839 "Project Record Documents".

3.6 OPERATION AND MAINTENANCE MANUALS

- A. Refer to Specification Section 017823 "Operation and Maintenance Data".

ROOFTOP UNIT REPLACEMENT
SOUTHSIDE ELEMENTARY SCHOOL
MJT PROJECT NO. 20-081

The following list states materials for which Operation and Maintenance Data submittals shall be made:

Fire Alarm System Components
Power Distribution Equipment (Disconnect Switches)

END OF SECTION 260100

SECTION 260500 - MATERIALS AND METHODS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and General provisions of the Contract, including General and Supplementary Conditions, Division 1 Specification Sections, and Section 260100, "Electrical General Provisions," apply to this Section.

1.2 SCOPE OF WORK

- A. Provide all labor, material, tools, scaffolds, erection equipment, services and supplies to fabricate, install, connect, adjust, test, and place in operation the electrical and other systems as called for in these Specifications and as indicated on the Contract Drawings.
- B. Properly store and protect all material and equipment until installed.
- C. All material and equipment shall be new and of the quality noted or specified. Material, equipment, and work of inferior quality will be rejected and shall be removed from the job site immediately upon rejection and replaced. Unacceptable work shall be removed and replaced. All replacement material and work shall be done at the Contractor expense. The Architect will decide upon the quality of material and equipment furnished and of the work performed.

1.3 WARRANTIES

- A. The Contractor shall provide the Owner with a one-year, unlimited material and labor warranty on all work accomplished and materials provided under Division 26, including all components thereof except as otherwise noted herein. The warranty start date is the date of project "Substantial Completion" as determined by the Architect. All warranties shall be submitted as part of the shop drawing submittals.

PART 2 - PRODUCTS

2.1 MATERIAL

- A. Electrical material furnished under these Specifications shall be new and listed by UL and shall bear the UL label where labeling service is available for the type of material provided for this project.

2.2 RACEWAYS

- A. Raceways shall be of the size indicated or as required by the NEC; whichever is the larger; except where larger conduits are specified on the Contract Drawings. Raceways shall be 3/4" minimum.
- B. Raceways shall be provided for all electrical systems indicated on the drawings unless specifically indicated otherwise. Raceways shall be hot-dip galvanized rigid steel conduit (GRS), electrical metallic tubing (EMT), flexible steel conduit, or intermediate metallic conduit (IMC). Flexible steel conduit in outdoors shall be liquid tight.

2.3 CONDUCTORS

- A. Conductors shall be of the American Wire Gauge size indicated on the contract drawings or specified herein.
- B. All conductors shall be copper.

2.4 OUTLETS

- A. Outlet and junction boxes shall be of one-piece galvanized construction of a type and size applicable for use in the location indicated on the contract drawings and as required by the NEC.
- B. Locations of outlets for devices, power, and equipment are indicated on the contract drawings. Owing to the small scale of the drawings, it is not possible to indicate the exact location. Examine the architectural, structural, mechanical, and finish conditions and arrange work as required to meet such conditions to the approval of the Architect.

2.5 FUSES

- A. All fuses shall be provided by the Electrical Contractor.
- B. Fuses shall be as follows:
 - 1. General: All fuses must carry the UL inspected label. All fuses shall be plainly marked with ampere rating, voltage rating, interrupting capacity when greater than 10,000 Amperes and current limiting where it applies.
 - 2. Interrupting Capacity: Each fuse shall be capable of safely interrupting the maximum short-circuit current available at the point in the circuit where installed.
 - 3. Coordination: Service fuses and the fuses installed in feeder circuits shall be coordinated to provide a selective system of over-current protection.
- C. Main, feeder, and branch circuit fuses shall be as follows:

ROOFTOP UNIT REPLACEMENT
SOUTHSIDE ELEMENTARY SCHOOL
MJT PROJECT NO. 20-081

1. Circuits 0 to 600 amperes shall be protected by BUSSMANN Low-Peak, Limitron, or Fusetron (K-5, 200,000 I/C) Fuses rated as indicated on the drawings.
2. Circuits 601 to 6,000 amperes shall be protected by Type KRP-C HI-CAP current-limiting fuses.
3. Motor Circuits: All motors rated 480 volts or less shall be protected by dual-element fuses rated not in excess of 175% and not less than 125% of motor nameplate rating or as indicated. Larger motors as indicated on drawings where fuse gaps are larger than size required for proper rating of fuse, install "all-metal" fuse reducers.

2.6 LABELING

- A. Label all disconnect switches provided under Division 26 of these Specifications.
- B. Labels shall be machine engraved, laminated, Bakelite, nameplate type. Labels shall have black faces with white letters.
- C. Size of labels shall be based on the required lettering and lettering size. The following are the minimum requirements for each type of label:

1. HVAC equipment with integral disconnects shall be labeled on the outside of the equipment housing at the location of the disconnect in the same manner as Motor Controllers. The HVAC equipment shall be labeled in 1/4" high letters. First line shall state the name of the equipment as it appears on the electrical drawings. Second line shall state from what panel the equipment is fed.

Example: Roof Top Unit No. RTU-2
 Fed from Panel 100
 Circuit # _____
 Voltage _____

2. Disconnect Switches: Disconnect switches shall be labeled in 1/4" high letters. First line shall state what the switch/contactors is feeding. Second line shall state from which circuit and panel the switch/contactors/time clock is fed.
- D. Attach labels with a minimum of two rivets or sheet metal screws. Adhesive-backed labeling will not be accepted.

2.7 PULL BOXES

- A. Install pull boxes at all necessary points, whether indicated on the drawings or not, to prevent injury to conductor insulation or other damage that might result from pulling resistance or for other reasons necessary for proper installation. Minimum dimensions shall not be less than the NEC requirements and shall be increased if necessary for practical reasons or where required to fit the job condition.
- B. Above grade pull boxes shall be constructed of galvanized sheet steel, code gauge, except that not less than 12-gauge shall be used for any box. Where boxes are used in connection with

exposed conduit, plain covers attached to the box with a suitable number of countersunk flathead machine screws may be used.

- C. All junction and pull box covers shall be labeled indicating the circuits contained therein in a manner that will prevent unintentional interference with circuits during testing and servicing. For example: "HE1-13." See Specification Section 260534 for additional labeling requirements.

2.8 DISCONNECT SWITCHES

- A. Disconnect switches shall conform to governing industry NEMA standards. They shall be listed by UL. Disconnect switches shall be NEMA standard HD, quick-make, quick-break type, and capable of being locked in the off position.
- B. Where disconnect switches are indicated or required by the NEC to be weatherproof, furnish NEMA 3R enclosures.

2.9 BRANCH CIRCUITS

- A. The branch circuit wiring has been designed to utilize the advantages of multi-wire distribution and shall be installed substantially as indicated on the drawings. Major changes in the grouping or general routing of the branch circuits require prior approval in writing from the Architect/Engineer.
- B. The number of conductors in each run of conduit is indicated on the drawings, but where there is a conflict between the number of wires indicated and the actual number required as determined by the functional requirements of the connected load, or where the number of wires was inadvertently omitted from the drawings, the correct number and size of wires as determined by the functional requirements of the connected load shall govern and be provided at no additional cost.
- C. Where individual 120V or 277V homerun circuits are shown on the drawings, they may be combined as follows:
 - 1. No more than three phase conductors plus three neutrals and one ground per conduit.
 - 2. No two of the same phase conductor per conduit.
 - 3. Provide 120V circuits with individual neutrals per circuit. Neutrals may not be shared.
 - 4. Neutral sharing by 277V circuits is acceptable.

2.10 MOTOR DISCONNECTING MEANS

- A. Provide a disconnecting means for each motor where indicated on the drawings. A circuit breaker in a panelboard or horsepower rated switch will be acceptable as a disconnecting means, if readily accessible and if located within sight of the motor and in compliance with all codes. A quick-make and quick-break general use tumbler or snap switch will be acceptable for capacities of 20 amperes or less and 300 volts and less, provided the ampere rating of the switch is at least double the rating of the equipment controlled. Switches of 30- to 400-ampere

ROOFTOP UNIT REPLACEMENT
SOUTHSIDE ELEMENTARY SCHOOL
MJT PROJECT NO. 20-081

capacity shall be of the enclosed, quick-make and quick-break type, heavy duty, horsepower rated. Switches shall disconnect all ungrounded conductors and shall disconnect grounded conductors if required by the NEC or if called out on the drawings to do so. Switches shall be fusible type where indicated on the drawings.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install material in a first-class and workmanlike manner to the satisfaction of the Architect.

END OF SECTION 260500

SECTION 260519 - CONDUCTORS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, Division 1 Specification Sections, and Section 260100, "Electrical General Provisions," apply to this Section.

1.2 SCOPE OF WORK

- A. Feeder and branch circuit wiring shall conform to the requirements of the NEC, and shall meet all relevant ASTM specifications.

PART 2 - PRODUCTS

2.1 CONDUCTORS

- A. Provide electrical wires, cables, and connectors of manufacturer's standard materials, as indicated by published product information; designed and constructed as recommended by manufacturer for a complete installation and for the application indicated. Provide copper conductors with a conductivity of not less than 98% at a temperature of 20°C (68°F).
- B. Provide factory-fabricated wires of sizes, ampacity ratings, and materials for applications and services indicated. Where not indicated, provide proper wire selection as determined by installer to comply with project's installation requirements, the NEC, and NEMA standards. Select from the following UL types those wires with construction features which fulfill project requirements:
 - 1. Type THWN or THHN: Max operating temperature not to exceed 90°C (194°F) (THHN) in dry locations, or 75°C (167°F) (THWN) in wet or dry locations. Insulation, flame-retardant, moisture- and heat-resistant, thermoplastic; outer covering, nylon jacket; conductor, annealed copper.
- C. Unless specified otherwise, power and lighting conductors shall be 600 volt, Type THWN/THHN, or XHHW.
- D. Where light fixtures require 90°C (194°F) conductors, provide only conductors with 90°C (194°F) insulation.
- E. Conductors shall be continuous from outlet to outlet with splices made only in pull boxes, junction boxes, and outlet boxes.

- F. Do not use wire smaller than #12 AWG for power or lighting wiring.
- G. Wiring sizes #12 and #10 AWG shall be solid. Larger sizes may be stranded.
- H. Neutral conductors shall not be under sized.

PART 3 - EXECUTION

3.1 SPLICES

- A. Splicing connectors must have a metal spring that is free to expand. The spring must be suitably coated to resist corrosion. Each connector size must be listed by UL for the intended purpose. The connectors must be suitably color coded to assure that the proper size is used on the wire combinations to be spliced. Each connector must be capable of withstanding 105°C ambient temperatures. The connectors must be compatible with all common rubber and thermoplastic wire insulations. They must also be capable of making copper-to-copper, copper-to-aluminum, and aluminum-to-aluminum splices. At the Contractor's option, self-strapping electrical tap connectors may be used in wire size and voltage range of the connector. When tape is required for splices, SCOTCHBRAND No. 33, or approved equal, shall be used. Use the plastic tape on PVC and its copolymers and rubber-based pressure-sensitive adhesive. The tape must be applicable at temperatures ranging from 0°F through 100°F without loss of physical or electrical properties. The tape must not crack, slip, or flag when exposed to various environments indoor or outdoor. The tape must also be compatible with all synthetic cable insulations as well as cable splicing compounds.
- B. Make splices in conductors #8 AWG and larger with solderless connectors, with molded composition covers.
- C. Connect conductor sizes #12 and #10 AWG with pre-insulated spring connectors rated at not less than 105°C. Connectors shall be UL approved for fixture and pressure work. Connectors shall be 3M CO. SCOTCHLOK, Type Y, R, and B, or approved equal.
- D. Join or terminate conductors #8 AWG and larger with pressure-type copper connectors and properly tape.
- E. All branch circuit, feeder, and control wiring shall be color coded. The color shall be integral with sheath for sizes #12, #10, and #8 AWG. Larger size wire and cable shall be color coded with a minimum 1/2" wide, colored, plastic tape strip. Place strips a minimum of 6" on center anywhere the conductors are accessible and visible. Wire and cable shall be color coded as follows:

<u>120/208Volt System</u>	<u>277/480Volt System</u>
Phase A black	Phase A brown
Phase B red	Phase B orange
Phase C blue	Phase C yellow
Neutral white	Neutral gray

ROOFTOP UNIT REPLACEMENT
SOUTHSIDE ELEMENTARY SCHOOL
MJT PROJECT NO. 20-081

Ground green	Ground green
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- F. After all wiring is pulled and ready for operation but prior to placing systems in service, conduct insulation resistance tests in all feeder circuits. Measure the insulation resistance between conductors and between each conductor and ground. Make measurements with an instrument capable of making measurements at an applied potential of 500 Volts.
- G. Take readings after the voltage has been applied for a minimum of one minute. The minimum insulation resistance for circuits of #12 AWG conductors shall be 1,000,000 ohms. For circuits of #10 AWG or larger conductor, a resistance based on the allowable ampacity of the conductor shall be as follows:]

25 through 50 Amperes	250,000 ohms
51 through 100 Amperes	100,000 ohms
101 through 200 Amperes	50,000 ohms
201 through 400 Amperes	25,000 ohms
401 through 800 Amperes	12,000 ohms
Over 800 Amperes	5,000 ohms

- H. Advise the Engineer if the color-coding provided by the utility company differs from that indicated above.

3.2 TEMPORARY WIRING

- A. Temporary wiring is not specified nor governed by this Division of the Specifications.

END OF SECTION 260519

SECTION 260526 - GROUNDING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, Division 1 Specification Sections, and Section 260100, "Electrical General Provisions," apply to this Section.

1.2 SCOPE OF WORK

- A. Provide grounding for conduits, motor frames, metal casings, receptacles, and solid neutral, and as required by NEC Article 250.

PART 2 - PRODUCTS

2.1 GROUND WIRE

- A. Provide a green insulated ground wire, sized per the NEC, in all conduits, junction boxes, and pull boxes.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Connect grounding conductors to the panelboard equipment ground bus and not to the panelboard neutral bus. Also connect grounding bushings to the ground bus. Connect the neutral bus only to the system neutral wire. Provide a bonding wire between the equipment ground bus and the neutral bus in the main distribution equipment only. The grounding system (conduit, cabinets, enclosures, and grounding conductors) and the grounded system (neutral conductors and service equipment ground) shall be separate and independent systems, except at the main distribution equipment.

END OF SECTION 260526

SECTION 260529 - SUPPORTING DEVICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, Division 1 Specification Sections, and Section 260100, "Electrical General Provisions," apply to this Section.

1.2 SCOPE OF WORK

- A. Extent of supports, anchors, sleeves, and seals is indicated in other Division 26 Sections.
- B. Types of supports, anchors, sleeves, and seals specified in this Section include the following:
 - C-clamps
 - I-beam clamps
 - One-hole conduit straps
 - Two-hole conduit straps
 - Round steel rods
 - Expansion anchors
 - Toggle bolts
 - Wall and floor seals
- C. Supports, anchors, sleeves, and seals furnished as part of factory-fabricated equipment are specified as part of equipment assembly in other Division 26 Sections.

1.3 QUALITY ASSURANCE

- A. Furnish supporting devices manufactured by firms regularly engaged in manufacture of supporting devices of types, sizes, and ratings required.
- B. Comply with the requirements of the NEC, as applicable to construction and installation of electrical supporting devices.
- C. Comply with applicable requirements of ANSI/NEMA FB1, "Fittings and Supports for Conduit and Cable Assemblies."
- D. Comply with NECA "Standard of Installation" pertaining to anchors, fasteners, hangers, supports, and equipment mounting.
- E. Provide electrical components which are UL-Listed and labeled.

PART 2 - PRODUCTS

2.1 MANUFACTURED SUPPORTING DEVICES

- A. Provide supporting devices complying with manufacturer's standard materials, design, and construction in accordance with published product information and as required for a complete installation, and as herein specified. Where more than one type of device meets indicated requirements, selection is installer's option.
- B. Provide supporting devices of types, sizes, and materials required, and having the following construction features:
 - 1. Reducing Couplings: Steel rod reducing coupling, 1/2" by 5/8"; galvanized steel; approx. 16 pounds per 100 units.
 - 2. C-Clamps: Galvanized steel; 1/2" rod size; approx. 70 pounds per 100 units.
 - 3. I-Beam Clamps: Galvanized steel, 1-1/4" by 3/16" stock; 3/8" cross bolt; flange width 2"; approx. 52 pounds per 100 units.
 - 4. One-hole Conduit Straps: For supporting metal conduit through 3/4" galvanized steel; approx. 7 pounds per 100 units.
 - 5. Two-hole Conduit Straps: For supporting metal conduit above 3/4" galvanized steel; 3/4" strap width; and 2-1/8" between center of screw holes.
 - 6. Hexagon Nuts: For 1/2" rod size; galvanized steel; approx. 4 pounds per 100 units.
 - 7. Round Steel Rod: Galvanized steel; 1/2" dia.; approx. 67 pounds per 100 feet.
 - 8. Offset Conduit Clamps: For supporting 2" rigid metal conduit; galvanized steel; approx. 200 pounds per 100 units.
- C. Provide anchors of types, sizes, and materials required and having the following construction features:
 - 1. Expansion Anchors: 1/2"; approx. 38 pounds per 100 units.
 - 2. Toggle Bolts: Springhead; 3/16" by 4"; approx. 5 pounds per 100 units.
- D. Provide sleeves and seals of types, sizes, and materials required, and having the following construction features:
 - 1. Provide factory-assembled, watertight wall and floor seals suitable for sealing around conduit, pipe or tubing passing through concrete floors and concrete block walls. Construct with steel sleeves, malleable-iron body, neoprene sealing grommets and rings, metal pressure rings, pressure clamps and cap screws.
- E. Provide U-channel strut system for supporting electrical equipment, 16-gauge hot-dip galvanized steel of sizes required; construct with 9/16" dia. holes, 8" o.c. on top surface, and with the following fittings which mate and match with U-channel:
 - Fixture hangers
 - Channel hangers
 - End caps
 - Beam clamps

Wiring stud
Rigid conduit clamps
Conduit hangers
U-bolts

PART 3 - EXECUTION

3.1 INSTALLATION OF SUPPORTING DEVICES

- A. Install hangers, anchors, sleeves, and seals as indicated in accordance with manufacturer's published instructions and with recognized industry practices to ensure supporting devices comply with the requirements of the NEC, NECA, and ANSI/NEMA for installation of supporting devices.
- B. Coordinate with other electrical work, including outlet box, raceway and wiring work, as necessary to interface installation of supporting devices with other work.
- C. Install hangers, supports, clamps, and attachments to support conduit and outlet boxes properly from building structure. Arrange for grouping of parallel runs of horizontal conduits to be supported together on trapeze-type hangers where possible. Install supports with maximum spacings indicated.
- D. Tighten sleeve seal nuts until sealing grommets have expanded to form watertight seal.

END OF SECTION 260529

SECTION 260533 - RACEWAYS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, Division 1 Specification Sections, and Section 260100, "Electrical General Provisions," apply to this Section.

1.2 SCOPE OF WORK

- A. Run all conduit concealed, except conduit may be run exposed in mechanical rooms, locations where specifically indicated, and spaces with exposed construction as approved by the Architect.
- B. Provide a conduit system complete with fittings and hangers as specified herein and as required by the NEC. Run all electrical wiring systems above 24 Volts in conduit unless specifically indicated otherwise.
- C. Install conduit as a complete system without wiring and continuous from outlet to outlet and from fitting to fitting, mechanically and electrically connected to all boxes, fittings, and wireways, and grounded in accordance with the NEC.
- D. Cap ends of all conduit promptly upon installation with plastic pipe caps. Caps shall remain until wiring is ready to be installed. Taping the ends of conduits is not acceptable.
- E. Size conduit to equal or exceed the minimum requirements of the NEC (except where sizes are specifically indicated on the drawings and in these specifications).
- F. Verify exact swing of doors, prior to installing conduit for switches. Coordinate switches with the Architect's plans, change orders, addenda, and job site differences and make the necessary adjustments to avoid conflicts at no additional cost.
- G. Coordinate the routing of conduit with other trades to avoid conflicts with structural members, piping, ductwork, and other job site conditions.

PART 2 - PRODUCTS

2.1 CONDUIT

- A. Minimum size conduit shall be 1/2". Use larger sizes as required by the NEC to accommodate the number and sizes of wires contained therein.

ROOFTOP UNIT REPLACEMENT
SOUTHSIDE ELEMENTARY SCHOOL
MJT PROJECT NO. 20-081

- B. Conduit concealed in walls or above ceilings shall be rigid steel (GRS), electrical metallic tubing (EMT), or intermediate metallic conduit (IMC). Flexible steel conduit may be used above accessible ceilings only.
- C. GRS, EMT and IMC shall be UL approved, hot-dip, high-strength, galvanized steel.
- D. Flexible steel conduit shall be galvanized, continuous spiral, single strip type. In areas subject to moisture (such as outdoors), and where specifically indicated, flexible steel conduit shall have a plastic covering in accordance with NEC Article 350. Fittings shall be standard UL approved with ground connector. Watertight connectors shall be used with plastic-covered conduit. All flexible steel conduit installed outdoors shall be plastic covered. The maximum length for flexible steel conduit is 72" unless as otherwise indicated.
- E. Conduit may not be run in the flutes of metal roof decking, and may not be attached to any part of metal roof decking.

2.2 FITTINGS

- A. All conduit entering or leaving panelboards, cabinets, outlet boxes, pull boxes, or junction boxes shall have lock nuts and bushings, except provide insulated throat connectors on EMT conduit 3/4" and 1". Rigid steel conduit shall have a lock nut both inside and outside of the enclosure entered. Install bushings on the ends of IMC conduit and EMT conduit larger than 1". Insulating bushings shall be OZ Type A for GRS and IMC, and Type B for EMT. Conduit entering enclosures through concentric knockouts shall have grounding-type bushings with copper bond wire to enclosure.
- B. Provide expansion fittings where conduits cross building expansion joints. Expansion fittings shall be OZ Type AX with OZ Type BJ bonding jumper. See Architectural drawings for location of expansion joints.
- C. Fittings for rigid conduit shall be threaded type, except where IMC changes to EMT above floor slab, fittings shall be threadless type.
- D. Fittings for EMT shall be UL-approved, steel set screw couplings.

2.3 JUNCTION BOXES

- A. Use junction boxes on exposed conduit work for changes in direction of conduit runs and breaking around beams and columns.
- B. Furnish covers and gaskets with the junction boxes where installed in damp or wet locations.
- C. Label all junction and pull box covers indicating the circuits contained therein in a manner that will prevent unintentional interference with circuits during testing and servicing. For example: "HE1-13." See Specification Section 260534 for labeling requirements.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install conduit concealed in walls, below floor slabs, and above ceilings, except conduit may be run exposed in mechanical and electrical equipment rooms. Maintain a minimum clear distance of 6" from parallel runs of flues, steam, or hot water pipes. Do not run conduit horizontally in concrete slabs.
- B. Use flexible steel conduit (minimum 18" in length, maximum 72" in length) for connections to all motors, dry-type transformers, water heaters, and any equipment subject to vibration.
- C. Group conduit so it is uniformly spaced, where straight and at turns. Make bends and offsets (where unavoidable) with a hickey or bending machine.
- D. Ream GRS and IMC conduit after threading to remove all burrs.
- E. Securely fasten conduit to outlets, junction boxes, and pull boxes to affect firm electrical contact. Join conduit with approved couplings. Running threads are not allowed.
- F. Exercise care to avoid condensation pockets in the installations. Keep conduit, fittings, and boxes free from foreign matter of any kind, before, during, and after installation.
- G. Do not use EMT below grade, outdoors and in wet locations.
- H. Support exposed runs of conduit in accordance with N.E.C. 342, 344, 348, 350 and 358 and parallel or perpendicular to walls, structural members, or intersections of vertical planes and ceilings with right angle turns consisting of fittings or symmetrical bends. Support conduit within one foot of all changes in direction and on each side of the change.
- I. Supports shall be wall brackets, trapeze, strap hanger, or pipe straps, secured to hollow masonry with toggle bolts; to brick and concrete with expansion bolts; to metal surfaces with machine screws; and to wood with wood screws.
- J. Use explosive drive equipment to make connections where the use of this equipment is beneficial, and is subject to strict compliance with safety regulations and approved by the Owner.
- K. Wooden plugs inserted in masonry and the use of nails as fastening media are prohibited.
- L. Do not support conduit from lay in tile ceilings grids, ceiling grid hangers, or lay on ceiling tiles.
- M. Prime conduit with a surface conditioner "GalvaGrip" or approved equal and paint to match the surface on which attached. Conduit installed in mechanical and electrical rooms need not be painted.
- N. Install and support conduit from the underside of the upper chord in bar joist construction.
- O. Do not support conduit from or attach outlet or junction boxes to metal roof decks.

ROOFTOP UNIT REPLACEMENT
SOUTHSIDE ELEMENTARY SCHOOL
MJT PROJECT NO. 20-081

- P. Do not run conduit in the cavity of exterior walls between brick and CMU.
- Q. Seal openings in floors where conduits penetrate vertically through with a clear silicon sealant to prevent liquids and insects from passing through.
- R. Where conduits penetrate vertically through fire-rated floors, or walls seal the conduits with a UL-Listed, water-resistant firestop material with a rating equal to or greater than the rating of the penetrated floors.
- S. Metal conduit installed in earth shall be painted with two coats of bitumastic paint.

END OF SECTION 260533

SECTION 260534 - ELECTRICAL BOXES AND FITTINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, Division 1 Specification Sections, and Section 260100, "Electrical General Provisions," apply to this Section.

1.2 SCOPE OF WORK

- A. Furnish and install all junction boxes of a type and size applicable for use in the location indicated on the drawings and where required by the NEC.
- B. Coordinate the work with representatives of the other trades involved and by reference to the existing building conditions.

PART 2 - PRODUCTS

2.1 OUTLET BOXES

- A. Outlet boxes shall be sheet steel, zinc coated, or cadmium plated.
- B. Provide existing and new outlet boxes installed but not used, including data outlets, with blank coverplates matching those provided on adjacent outlets.
- C. Size boxes as follows:
 - 1. Receptacle Outlet Boxes: Provide single gang outlet boxes 1-1/2" deep unless required to be larger. Provide extra deep boxes where required.
 - 2. Where larger size boxes are required or called for, they shall be similar in all other respects to the types specified above.
- D. Provide boxes located above suspended ceilings with galvanized steel covers, with openings or knockouts as required for type of service.

2.2 PULL BOXES AND JUNCTION BOXES

- A. Install pull boxes and junction boxes where required for changes in direction, at junction points, and where needed to facilitate wire pulling.
- B. Size boxes in accordance with the requirements of the NEC.

- C. Boxes shall be constructed of 12-gauge minimum hot-rolled sheet steel and shall be hot-dip galvanized inside and outside to match the conduit. Boxes shall have removable covers.
- D. Label the front face of the cover on each box with indelible black marker indicating the number of each circuit contained in or running through the box. In areas where exposed construction is the final finished condition and conduit and junction boxes are called out to be painted, label the inside face of the covers.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Check all door swings and coordinate with all furniture, built-in equipment, and cabinetry prior to roughing-in conduit and boxes for switches, receptacles, and auxiliary system devices. Make necessary adjustments in the location of same to avoid conflicts as approved by the Architect and at no additional cost to the Owner.
- B. Prior to roughing-in conduit, coordinate with other trades and the Owner regarding all equipment requiring electrical connections. Required adjustments to the conduit and wire sizes shall be made at no additional cost.
- C. Conduit installation shall be rigid and secure, and, where necessary, angle iron (1" by 1" by 1/4" or larger) shall be provided to facilitate adequate mounting.
- D. Install electrical boxes and fittings in accordance with manufacturer's published instructions, applicable requirements of the NEC and NECA "Standard of Installation," and in accordance with recognized industry practices to fulfill project requirements.
- E. Coordinate installation of electrical boxes and fittings with wire/cable, wiring devices, and raceway installation work.
- F. Provide "weatherproof-while-in-use" rated outlet covers for interior and exterior locations exposed to weather or moisture.
- G. Provide knockout closures to cap unused knockout holes where blanks have been removed in panel cans, terminal cabinet backboxes, junction boxes, outlet boxes and pull boxes.
- H. Install electrical boxes in those locations which ensure ready accessibility to enclosed electrical wiring.
- I. Fasten electrical boxes firmly and rigidly to substrates or structural surfaces to which attached or solidly embed electrical boxes in concrete or masonry.
- J. Subsequent to installation of boxes, protect boxes from construction debris and damage.
- K. Upon completion of installation work, properly ground all electrical boxes.
- L. Do not mount boxes to metal roof decking.

ROOFTOP UNIT REPLACEMENT
SOUTHSIDE ELEMENTARY SCHOOL
MJT PROJECT NO. 20-081

END OF SECTION 260534

SECTION 262420 - MOTORS AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, Division 1 Specification Sections, and Section 260100, "Electrical General Provisions," apply to this Section.

1.2 SCOPE OF WORK

- A. Furnish and install disconnect switches as indicated on the drawings and specified herein.
- B. Provide all power wiring, disconnect switches and electrical connections to all equipment provided and requiring electrical connections. Starters and/or magnetic contactors; including Variable Frequency Drives ("VFD") for HVAC equipment that is not integral with the HVAC equipment; shall be furnished by Division 23 Contractor, installed where and as indicated on the electrical drawings by the Electrical Contractor and provided with power wiring by the Electrical Contractor unless otherwise indicated. Power wiring between magnetic contactors and the final connection point on the HVAC equipment shall be provided under Division 26. Division 23 Contractor shall provide the proper number and size of auxiliary contacts in the magnetic contactors required for the proper operation and control of the HVAC equipment.
- C. All control wiring and conduits between control instruments and the magnetic contactor or VFD serving a piece of mechanical equipment shall be provided by Division 23 Contractor and installed in accordance with the requirements of Division 26, unless otherwise indicated on the electrical drawings or in the electrical specifications.

PART 2 - PRODUCTS

2.1 DISCONNECT SWITCHES

- A. Disconnect switches shall be rated for the voltage of the equipment being served with number of poles and current rating as indicated. Disconnect switches shall be non-fusible or fusible type as indicated on the drawings.
- B. Switches shall be NEMA standard HD type.
- C. Switches shall be horsepower rated when used for motor disconnect means.
- D. Provide fused disconnect switches complete with appropriately sized fuses for the circuits controlled.

PART 3 - EXECUTION

3.1 INSTALLATION OF DISCONNECT SWITCHES

- A. Examine area and conditions under which electrical connections for equipment are to be installed. Notify the General Contractor; in writing; of conditions detrimental to proper completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected.
- B. Coordinate locations of disconnect switches with the locations of mechanical equipment, piping, electrical equipment and any and all other building elements such that all NEC requirements, including working clearances, are met. Adjust locations from those shown on the drawings as required to comply with NEC working clearance requirements at no additional cost to the project.
- C. Secure disconnects switches to building elements or equipment housings where indicated on the drawings. Where building walls or equipment housings do not provide suitable mounting surfaces, provide a galvanized unistrut frame or rack satisfactory in size to securely support the disconnect switch. Where racks are required to be roof mounted, secure the rack to the roof in a method that does not compromise the roof membrane in any way. Submit the roof attachment method to the Architect/Owner for approval prior to construction or installation.

3.2 ELECTRICAL CONNECTIONS TO EQUIPMENT

- A. Provide electrical connections to equipment indicated in accordance with equipment manufacturer's published instructions and recognized industry practices. Comply with applicable requirements of UL, the NEC and the NECA "Standard of Installation," to ensure that products fulfill requirements.
- B. Coordinate with other work, including wires/cables, raceway and equipment installation as necessary to properly interface installation of electrical connections to equipment with other work.
- C. Connect electrical power supply conductors to equipment in accordance with equipment manufacturer's published instructions and wiring diagrams. Mate and match conductors of electrical connections for proper interface between electrical power supplies and installed equipment.
- D. Cover splices with electrical insulating material equivalent to or greater than the electrical insulation rating of the conductors being spliced.
- E. Prepare cables and wires by cutting and stripping covering, armor, jacket, and insulation properly to ensure uniform and neat appearance where cables and wires are terminated. Exercise care to avoid cutting through tapes which will remain on conductors. Avoid "ringing" conductors while skinning wire.
- F. Trim cables and wires as short as practicable and arrange routing to facilitate inspection, testing and maintenance.

- G. Tighten connectors and terminals, including screws and bolts, in accordance with equipment manufacturer's published torque tightening values for equipment connectors. Accomplish tightening by utilizing proper torqueing tools, including torque screwdriver, beam-type torque wrench, and ratchet wrench with adjustable torque settings. Where manufacturer's torqueing requirements are not available, tighten connectors and terminals to comply with torqueing values contained in UL 486A.
- H. Provide flexible steel conduit for motor connections and other electrical equipment connections where subject to movement and vibration.
- I. Provide liquid-tight flexible steel conduit for connection of motors and other electrical equipment where subject to movement and vibration and where connections are located where subject to any of the following conditions:
 - 1. All exterior locations
 - 2. Moist or humid atmosphere where condensation can be expected to accumulate (Example: sump pump and elevator pits)
 - 3. Corrosive atmosphere (Example: battery charging rooms)
 - 4. Water spray
 - 5. Dripping oil, grease, or water

3.3 FIELD QUALITY CONTROL

- A. Upon completion of installation of electrical connections and after circuitry has been energized with rated power source, test connections to demonstrate capability and compliance with requirements. Ensure that direction of rotation of each motor fulfills requirement. Correct malfunctioning units at site, then retest to demonstrate compliance.

END OF SECTION 262420

SECTION 283111 - ADDRESSABLE FIRE DETECTION AND ALARM SYSTEM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, Division 1 Specification Sections, and Section 260100, "Electrical General Provisions," apply to this Section.

1.2 DESCRIPTION OF WORK

- A. Provide the highest quality materials, equipment, and workmanship available, to fulfill the requirements of the work specified herein.
- B. The Addressable Fire Detection and Alarm System shall include, but not be limited to, alarm initiating and indicating peripheral devices, wire and accessories, as shown on the drawings, specified herein, and required by the applicable codes governing the system and its installation required to provide a complete operational system. Furnish all labor, equipment, supplies, materials, and incidentals required to perform all operations necessary for providing a "TURNKEY," fully operational, and completed installation of a microprocessor-controlled, intelligent reporting, Addressable Fire Detection and Alarm System in full compliance with all governing codes and regulations. To this end, the contractor shall review all drawings to familiarize himself with the overall project requirements. In the event any device has not been shown but is required for the system to be in compliance with all codes and regulations, it shall be provided as if fully called out and specified herein.

1.3 DESCRIPTION OF SYSTEM

- A. Basic Performance:
 - 1. Alarm, trouble and supervisory signals from all intelligent reporting devices shall encode onto a Class B (NFPA Style 4) signaling line circuit (SLC).
 - 2. Initiation device circuits (IDC) shall be wired Class A (NFPA Style D).
 - 3. Notification appliance circuits (NAC) shall be wired Class A (NFPA Style Z).
 - 4. Digitized electronic signals shall employ check digits or multiple polling.
 - 5. A single ground fault or open circuit on any system signaling line circuit shall not cause system malfunction, loss of operating power, or the ability to report an alarm.
 - 6. Alarm signals arriving at the main FACP shall not be lost following a power failure (or outage) until the alarm signal is processed and recorded.
- B. Basic System Functional Operation: When a fire alarm condition is detected and reported by one of the system initiating devices or appliances, the following functions shall immediately occur:

1. The system alarm LED shall flash.
 2. A local piezo-electric signal in the control panel shall sound.
 3. The backlit LCD display shall indicate all information associated with the fire alarm condition, including the type of alarm point and its location within the protected premises.
 4. A history storage buffer shall log the information associated with each new fire alarm control panel condition, along with the time and date of occurrence.
 5. All system output programs assigned via control-by-event equations to be activated by the particular point in alarm shall be executed, and the associated system outputs (alarm notification appliances and/or relays) shall be activated.
- C. Specific Operation: Actuation of any manual station, smoke detector, heat detector, water-flow, or pressure switch shall cause the following operations to occur unless otherwise specified:
1. Activate all programmed notification circuits until silenced.
 2. Actuate all strobe units until the panel is reset. After notification circuits have been silenced, strobe units shall stay active until the panel is reset.
 3. Annunciate the active initiating devices and zones.
 4. Release all magnetic door holders of doors to adjacent zones on the same floor from which the alarm was initiated.
 5. In addition to the functions above, duct-type smoke detectors shall shut down the appropriate air-handling unit and close associated control dampers as appropriate.
 6. Activation of any sprinkler system low pressure switch or valve tamper switch shall cause a system supervisory (trouble) alarm indication.

1.4 PERMITS AND INSPECTIONS

- A. Obtain and pay for all permits and inspections required by all legal authorities and agencies having jurisdiction for the work. These permits or inspections shall be a part of the work of the Contractor performing the work.

1.5 STANDARDS

- A. The equipment and installation shall comply with the current applicable provisions of the following standards:
1. National Fire Protection Association - USA:
 - 15 Water Spray Systems
 - 70 National Electrical Code (NEC)
 - 72 National Fire Alarm Code
 - 101 Life Safety Code
 2. Local and State Building Codes:

All requirements of the Local Authority Having Jurisdiction

3. Underwriters Laboratories, Inc.: The system and all components shall be listed by UL for use in fire protective signaling systems under the following standard as applicable:

UL 864 Control Units for Fire Protective Signaling Systems.
UL 268 Smoke Detectors for Fire Protective Signaling Systems.
UL 268A Smoke Detectors for Duct Applications.
UL 521 Heat Detectors for Fire Protective Signaling Systems.
UL 464 Audible Signaling Appliances.
UL 1971 Visual Notification Appliances.
UL 38 Manually Actuated Signaling Boxes.
UL 346 Water Flow Indicators for Fire Protective Signaling Systems.

1.6 APPROVALS

- A. The system must have proper listing and/or approval from the following nationally recognized agencies:

UL Underwriters Laboratories, Inc.
ULC Underwriters Laboratories Canada

- B. The FACP shall meet the following standards for use as premises protection:

UL 864 Control Units

- C. The system shall be listed by the national agencies, as suitable for extinguishing release applications.

1.7 CONTRACTOR QUALIFICATIONS

- A. The Contractor shall understand fully all aspects of the system requirements, as to equipment to be supplied, installation requirements, total system operation desired, and shall meet fully all these requirements with no exceptions.
- B. The system design and final shop drawings must bear the signature of an individual holding a minimum Level IV certification in Fire Protection Technology issued by the National Institute for Certification in Engineering Technologies, (NICET). Proof of such certification shall be provided with the submittal. The fire alarm system supplier shall employ at least one full time NICET Level IV certified technician.

1.8 SUBMITTALS

- A. Submit the following for review by the Engineer:
 1. Prior to proceeding with the work, provide the following submittal items simultaneously:

ROOFTOP UNIT REPLACEMENT
SOUTHSIDE ELEMENTARY SCHOOL
MJT PROJECT NO. 20-081

- a. Product Submittal: Provide a complete schedule of ALL equipment and materials which shall be provided for the work. Accompanying the schedule shall be manufacturer's specification or data sheets for all major components listed in PART 2 of this Specification.
- b. Shop Drawings: Provide complete shop drawings for all systems and assemblies specified. Each drawing shall have a descriptive title and all subparts of each drawing shall be labeled. All drawings shall have the name and location of the project and the Contractor's name in the title block. Fire Alarm System shop drawings shall not be combined with any other auxiliary system shop drawings.
- c. Cabinets and Assemblies: Provide complete scaled drawings of all equipment racks, consoles, and special assemblies. Each drawing shall show all equipment with its manufacturer and model number.
- d. Device Locations: Provide complete 1/8" scale CAD-generated floor plan drawings detailing installation locations of all equipment, including control panels and peripheral devices. Symbols used shall match those shown on the contract drawings. All conduit with cable quantities and types shall also be indicated.
- e. Annunciator Panel: Provide complete 1" = 1" scale drawings detailing all annunciator panels, and custom components to be fabricated by the Contractor. Include the same details for all custom or nonstandard components to be provided. Show all cabling details on these drawings.
- f. System Wiring Diagrams: Provide detailed one-line riser diagrams of the system, detailing the field wiring and wiring within control panels and devices. Each diagram shall indicate proposed (and eventually as-built) circuit numbers for all cables and terminal connections. Provide typical wiring termination details for all devices.
- g. Certifications: Provide a certification from the major equipment manufacturer indicating that the proposed supervisor of installation and the proposed performer of contract maintenance is an authorized representative of the major equipment manufacturer. Include names and addresses in the certification.

2. At Project Completion:

- a. As-built Drawings: Prior to Substantial Completion, provide three complete sets of 1/8" scale CAD-generated drawings indicating all cable numbers and construction details in accordance with the actual system installation. Revise all shop drawings to represent actual installation conditions.
- b. Operation and Maintenance Manuals: Prior to Substantial Completion, provide three complete sets of Operation and Maintenance Manuals for the system. The Operation Manual shall contain all instruction necessary for the proper operation of the installed system. The Maintenance Manual shall contain all manufacturer's maintenance information and copies of nonpriority computer programs and system set-up disks documenting all programmable features for the installed system.

1.9 QUALITY ASSURANCE

A. Products:

1. General: All equipment and material required for installation under these Specifications shall be new (less than 1 year from date of manufacture) and without blemish or defect.
 2. Specific: Each major component of equipment shall have the manufacturer's name, address, and model number on a plate securely affixed in a conspicuous place. NEMA code ratings, UL label, or other data which is die-stamped into the surface of the equipment shall be easily visible.
- B. Manufacturer:
1. The fire alarm manufacturer shall be of the highest caliber and quality. The system shall be manufactured by an ISO 9001 certified company.
 2. The system shall be a NOTIFIER Addressable Fire Detection and Alarm System, or approved equal.
- C. Substitutions:
1. It is not the intent of these Specifications to limit or restrict submission of proposals for products by other manufacturers but to set a baseline of operational performance and functions which all bidders must meet. Equivalent equipment (compatible UL Listed) from other manufacturers may be submitted as a substitute for approval for the specified equipment as long as all minimum standards are met.
 2. When a specific piece of equipment has been discontinued or replaced by a new model, submission of the new model does not guarantee acceptance. Substitute items may require evaluation by the Architect/Engineer or Owner prior to acceptance.
 3. Any use of substitute equipment shall be at no extra cost to the Owner.
 4. If a Bidder wishes to propose substitute equipment or a system to meet all the functional requirements of this Specification, he is encouraged to do so. Substitutions shall be submitted in accordance with section 012500 "Substitution Procedures".

PART 2 - PRODUCTS

2.1 EQUIPMENT AND MATERIAL, GENERAL

- A. Except where specifically noted otherwise, all equipment supplied for the system shall be the standard product of a manufacturer of known reputation and experience in the industry.
- B. All equipment and components shall be new, and the manufacturer's current model. The material, appliances, equipment, and devices shall be tested and listed by nationally recognized approval agencies for use as part of a protected premises protective signaling (fire alarm) system. The authorized representative of the manufacturer of the major equipment, such as control panels, shall be responsible for the satisfactory installation of the complete system.
- C. Install all equipment and components in strict compliance with manufacturers' recommendations. Consult the manufacturer's installation manuals for all wiring diagrams, schematics, and physical equipment sizes before beginning system installation. Refer to the Riser/Connection diagram for all specific system installation/termination/wiring data.

- D. All equipment shall be attached to walls and ceiling/floor assemblies and shall be held firmly in place (e.g., detectors shall not be supported solely by suspended ceilings). Fasteners and supports shall be adequate to support the required load.

2.2 CONDUIT AND WIRE

A. Conduit:

1. Conduit shall be in accordance with the requirements of the National Electrical Code (NEC).
2. Conduit fill shall not exceed 40% of interior cross-sectional area where three or more cables are contained within a single conduit.
3. Cable must be separated from any open conductors of Power, or Class 1 circuits, and shall not be placed in any conduit, junction box, or raceway containing these conductors, in accordance with NEC Article 760.
4. Wiring for 24-volt control, alarm notification, emergency communication, and similar power-limited auxiliary functions may be run in the same conduit as initiating and signaling line circuits. All circuits shall be provided with transient suppression devices, and the system shall be designed to permit simultaneous operation of all circuits without interference or loss of signals.
5. Conduit shall not enter the fire alarm control panel, or any other remotely mounted control panel equipment or backboxes, except where conduit entry is specified by the FACP manufacturer.

B. Wire:

1. All fire alarm system wiring shall be new.
2. Wiring shall be in accordance with local, state, and national codes (NEC 760) and as recommended by the manufacturer of the fire alarm system. Number and size of conductors shall be as recommended by the FACP manufacturer, but not less than #18 AWG for initiating device circuits and signaling line circuits, and #14 AWG for notification appliance circuits.
3. All wire and cable shall be listed and/or approved by a recognized testing agency for use with a protective signaling system.
4. Wiring used for the multiplex communication loop shall be twisted and shielded and support a minimum wiring distance of 12,500 feet. The system should permit use of IDC and NAC wiring in the same conduit with the communication loop.
5. All field wiring shall be completely supervised.
6. The FACP shall be capable of T-tapping Class B (NFPA Style 4) signaling line circuits. Systems which do not allow, or have restrictions to, for example, the amount of T-taps, length of T-taps, etc., are not acceptable.
7. All power limited fire alarm system wiring shall be shielded, and plenum rated. Power limited fire alarm system wiring shall be separated by at least 2" from conductors of any electric light, power, Class 1, non-power limited fire alarm, or medium power network-powered broadband communications circuits in accordance with Article 760 of the National Electrical Code.
8. All non-power limited fire alarm system wiring shall be installed in conduit.

C. Terminal Boxes, Junction Boxes, and Cabinets:

1. All boxes and cabinets shall be UL-Listed for their use and purpose.
2. Arrange initiating circuits to serve like categories (manual, smoke, water flow). Mixed category circuitry shall not be permitted except on signaling line circuits connected to intelligent reporting devices.
3. Connect the FACP to a separate dedicated branch circuit, maximum 20 amperes. Label this circuit at the power panel as FIRE ALARM and provide the circuit breaker with a "lock-on" device. FACP primary power wiring shall be #12 AWG. Securely ground the control panel cabinet.

2.3 MAIN FIRE ALARM CONTROL PANEL

A. Provide the FACP with a microprocessor-based Central Processing Unit (CPU). The CPU shall communicate with and control the following types of equipment used to make up the system: intelligent detectors, addressable modules, annunciators, and other system-controlled devices.

B. The main FACP shall perform the following functions:

1. Supervise and monitor all intelligent addressable detectors and monitor modules connected to the system for normal, trouble, and alarm conditions.
2. Supervise all initiating signaling and notification circuits throughout the facility by way of connection to monitor and control modules.
3. Detect the activation of any initiating device and the location of the alarm condition. Operate all notification appliances and auxiliary devices as programmed.
4. Visually and audibly annunciate any trouble, supervisory, or alarm condition on its panel display and annunciators.

C. Capacity and General Operation:

1. The control panel shall provide or be capable of expansion to 360 intelligent/addressable devices.
2. The FACP shall include an integral full-featured operator interface control and annunciation panel that shall include a backlit, liquid crystal display (LCD), individual, color coded system status LEDs, and an alphanumeric keypad for the field programming and control of the fire alarm system.
3. The control panel or each network node shall include Form-C alarm, trouble, supervisory, and security relays rated at a minimum of 2.0 amps @ 30 VDC.
4. It shall also include four Class B (NFPA Style Y) or Class A (NFPA Style Z) programmable Notification Appliance Circuits.
5. The system shall be programmable, configurable, and expandable in the field without the need for special tools, PROM programmers or PC based programmers. It shall not require replacement of memory ICs to facilitate programming changes.
6. The system shall allow the programming of any input to activate any output or group of outputs. Systems that have limited programming (such as general alarm), have complicated programming (such as a diode matrix), or require a laptop personal computer are not considered suitable substitutes.

ROOFTOP UNIT REPLACEMENT
SOUTHSIDE ELEMENTARY SCHOOL
MJT PROJECT NO. 20-081

7. The FACP shall support up to 20 logic equations, including “and,” “or,” and “not,” or time delay equations to be used for advanced programming. Logic equations shall require the use of a PC with a software utility designed for programming.
8. The FACP shall be able to provide the following features:
 - a. Detector Sensitivity test, meeting requirements of NFPA 72, Chapter 7
 - b. Maintenance alert to warn of excessive smoke detector dirt or dust accumulation
 - c. System status reports to display or printer
 - d. Alarm verification, with verification counters and a trouble indication to alert maintenance personnel when a detector enters verification 20 times.
 - e. PAS pre-signal, meeting NFPA 72 3-8.3 requirements
 - f. Rapid manual station reporting (under 3 seconds) and shall meet NFPA 72 Chapter 1 requirements for activation of notification circuits within 10 seconds of initiating device activation.
 - g. Non-alarm points for general (non-fire) control
 - h. Periodic detector test, conducted automatically by software
 - i. Pre-alarm for advanced fire warning
 - j. Cross zoning with the capability of counting two detectors in alarm, two software zones in alarm, or one smoke detector and one thermal detector
 - k. March time and temporal coding options
 - l. Walk test, with check for two detectors set to same address
 - m. UL 1076 security monitor points
 - n. Control-by-time for non-fire operations, with holiday schedules
 - o. Day/Night automatic adjustment of detector sensitivity
 - p. Device blink control for sleeping areas
 - q. A minimum of seven sensitivity levels for alarm, selected by detector. The alarm level range shall be .5 to 2.35 percent or greater per foot for photoelectric detectors and 0.5 to 2.5 percent or greater per foot for ionization detectors. The system shall also support sensitive advanced detection laser detectors with an alarm level range of .03 percent per foot to 1.0 percent per foot. The system shall also include up to nine levels of Pre-alarm, selected by detector, to indicate impending alarms to maintenance personnel.
 - r. Drift compensation to extend detector accuracy over life. Drift compensation shall also include a smoothing feature, allowing transient noise signals to be filtered out.

D. Central Processing Unit:

1. The Central Processing Unit (CPU) shall communicate with, monitor, and control all external interfaces with the control panel.
2. The microprocessor unit shall contain and execute all control-by-event programs for specific action to be taken if an alarm condition is detected by the system. Such control-by-event programs shall be held in nonvolatile programmable memory, and shall not be lost even if system primary and secondary power failure occurs.
3. The CPU shall also provide a real-time clock for time annotation of all system displays. The time-of-day and date shall not be lost if system primary and secondary power supplies fail. The real-time clock may also be used to control non-fire functions at programmed time-of-day, day-of-week, and day-of-year.

E. Display:

1. The system display shall provide all the controls and indicators and shall be used to program all system operational parameters.
2. The display assembly shall contain status information and custom alphanumeric labels for all intelligent detectors, addressable modules, and software zones.
3. The system display shall include a, back-lit, alphanumeric liquid crystal display (LCD) and a keypad. It shall also provide light-emitting-diodes (LEDs), that will indicate the status of the following system parameters:

AC Power
Fire Alarm
System Trouble
Signal Silence
Pre-alarm warning
Security Alarm
Supervisory Signal
Disabled points

4. The system display shall provide a keypad with control capability to command all system functions, entry of any alphabetic or numeric information, and field programming. Two different password levels shall be accessible through the display interface assembly to prevent unauthorized system control or programming.
5. The system display shall include the following operator control switches:

Signal Silence
Reset
Drill
Acknowledge
Lamp Test

F. Signaling Line Circuit (SLC):

1. The SLC interface shall provide a minimum loop capacity of 250 devices. This shall be accomplished over a single SLC loop and shall be capable of NFPA 72, Style 4, Style 6, or Style 7 (Class A or B) wiring.
2. The loop interface board shall receive analog information from all intelligent detectors that shall be processed to determine whether normal, alarm, pre-alarm, or trouble conditions exist for each detector. The software shall automatically maintain the detector's desired sensitivity level by adjusting for the effects of environmental factors, including the accumulation of dust in each detector. The analog information shall also be used for automatic detector testing and for the automatic determination of detector maintenance requirements.
3. The detector software shall meet NFPA 72, Chapter 7 requirements and be certified by UL as a calibrated sensitivity test instrument.
4. The SLC interface board shall not require any jumper cuts or address switch settings to initialize SLC loop operations.
5. The detector software shall allow manual or automatic sensitivity adjustment.

G. Serial Interfaces:

1. The system shall include two serial EIA-232 interfaces. Each interface shall be a means of connecting UL Listed Information Technology Equipment (ITE) peripherals.
 - a. One EIA-232 interface shall be used to connect a UL-Listed 40 or 80 column printer. Printers that are not UL-Listed are not considered acceptable substitutes.
 - b. One EIA 232 interface shall be used to connect a UL-Listed CRT terminal. This interface shall include special protocol methods that allow off-site monitoring of the FACP over standard dial-up phone lines. This ancillary capability shall allow remote readout of all status information, including analog values, and shall not interfere with or degrade FACP operations when used. It shall allow remote FACP Acknowledge, Reset, or Signal Silence in this mode. It shall also allow adjustment of detector sensitivity and readout of the history file.
 - c. The system shall include EIA-485 or RUI protocol port for the serial connection of optional annunciators and remote LCD displays.
 - d. The EIA-485 interface may be used for network connection to a proprietary-receiving unit. As an option, copper or fiber wiring is acceptable.

H. Enclosures:

1. The fire alarm control panel shall be housed in a UL-Listed cabinet suitable for surface. Cabinet and front shall be corrosion protected, given a rust-resistant prime coat, and manufacturer's post fabrication standard finish.
2. The door shall be provided with a key lock and shall include a glass or other transparent opening for viewing of all indicators.

I. Power Supply:

1. An off-line switching power supply shall be available for the fire alarm control panel or network node and provide 6.0 amps of available power for the control panel and peripheral devices.
2. Provisions will be made to allow the audio-visual power to be increased as required by adding modular expansion audio-visual power supplies.
3. Positive-Temperature-Coefficient (PTC) thermistors, circuit breakers, or other over-current protection shall be provided on all power outputs. The power supply shall provide an integral battery charger for use with batteries up to 55 AH.
4. The power supply shall continuously monitor all field wires for earth ground conditions, and shall have the following LED indicators:

Ground Fault LED
AC Power Fail LED
NAC on LED (4)

5. The main power supply shall operate on 120 VAC, 60 Hz, and shall provide all necessary power for the FACP.

6. The main power supply shall provide a battery charger using dual-rate charging techniques for fast battery recharge and be capable of charging batteries up to two 110 AH batteries simultaneously.
7. All circuits shall be power-limited, per UL864 requirements.

J. Auxiliary Field Power Supply – Addressable

1. The auxiliary addressable power supply is a remote 24 VDC power supply used to power Notification Devices and field devices that require regulated 24 VDC power. The power supply shall also include and charge backup batteries.
2. The addressable power supply for the fire alarm system shall provide up to a minimum of 6.0 amps of 24 volt DC regulated power for Notification Appliance Circuit (NAC) power or 5 amps of 24 volt DC general power. The power supply shall have an additional .5 amp of 24 VDC auxiliary power for use within the same cabinet as the power supply. It shall include an integral charger designed to charge 7.0 – 25.0 amp hour batteries.
3. The addressable power supply shall provide four individually addressable Notification Appliance Circuits that may be configured as two Class “A” and two Class “B” or four Class “B” only circuits. All circuits shall be power-limited per UL 864 requirements.
4. The addressable power supply shall provide built-in synchronization for certain Notification Appliances on each circuit without the need for additional synchronization modules. The power supply’s output circuits shall be individually selected for synchronization. A single addressable power supply shall be capable of supporting both synchronized and non-synchronized Notification Devices at the same time.
5. The addressable power supply shall operate on 120 or 240 VAC, 50/60 Hz.
6. The interface to the power supply from the Fire Alarm Control Panel (FACP) shall be via the Signaling Line Circuit (SLC) or other multiplexed means. Power supplies that do not use an intelligent interface are not acceptable. The required wiring from the FACP to the addressable power supply shall be a single unshielded twisted pair wire. Data on the SLC shall be transmitted between 24 VDC, 5 VDC and 0 VDC at approximately 3.33k baud.
7. The addressable power supply shall be supervised for battery charging failure, AC power loss, power brownout, battery failure, NAC loss, and optional ground fault detection. In the event of a trouble condition, the addressable power supply shall report the incident and the applicable address to the FACP via the SLC.
8. The addressable power supply mounts in either the FACP backbox or it’s own dedicated surface mounted backbox with cover.
9. Each of the power supply’s four output circuits shall be DIP-switch selected for Notification Appliance Circuit or General Purpose 24 VDC power. Any output circuit shall be able to provide up to 2.5 amps of 24 VDC power.
10. The addressable power supply’s output circuits shall be individually supervised when they are selected to be either a Notification Appliance Circuit when wired Class “A” or by the use of an end-of-line resistor. When the power supply’s output circuit is selected as General 24 VDC power, the circuit shall be individually supervised when an end-of-line relay is used.
11. When selected for Notification Appliance Circuits, the output circuits shall be individually DIP-switch selectable for Steady, March Time, Dual Stage or Temporal.
12. When selected as a Notification Appliance Circuit, the output circuits of the addressable power supply shall have the option to be coded by the use of a universal zone coder.

13. The addressable power supply shall interface and synchronize with other power supplies of the same type. The required wiring to interface multiple addressable power supplies shall be a single unshielded, twisted pair wire.
14. Individual or multiple interfaced addressable power supplies shall have the option to use an external charger for battery charging. Interfaced power supplies shall have the option to share backup battery power.

K. Field Charging Power Supply (FCPS):

1. The FCPS is a device designed for use as either a remote 24 volt power supply or used to power Notification Appliances.
 - a. The FCPS shall offer up to 6.0 amps (4.0 amps continuous) of regulated 24 volt power. It shall include an integral charger designed to charge 7.0 amp hour batteries and to support 60 hour standby.
 - b. The Field Charging Power Supply shall have two input triggers. The input trigger shall be a Notification Appliance Circuit (from the fire alarm control panel) or a relay. Four outputs (two Style Y or Z and two Style Y) shall be available for connection to the Notification devices.
 - c. The FCPS shall include an attractive surface mount backbox.
 - d. The Field Charging Power Supply shall include the ability to delay the AC fail delay per NFPA requirements.
 - e. The FCPS include power limited circuitry, per 1995 UL standards.

L. Field Wiring Terminal Blocks: For ease of service, all wiring terminal blocks shall be the plug-in type and have sufficient capacity for #18 to #12 AWG wire. Terminal blocks permanently fixed are not acceptable.

M. Operators Controls: Provide the following functions in addition to any other functions required for the system:

1. Acknowledge Switch:
 - a. Activation of the control panel acknowledge switch in response to new alarms and/or troubles shall silence the local panel piezoelectric signal and change the alarm and trouble LEDs from flashing mode to steady-ON mode. If multiple alarm or trouble conditions exist, depression of this switch shall advance the LCD display to the next alarm or trouble condition.
 - b. Depression of the acknowledge switch shall also silence all remote annunciator piezo sounders.
2. Signal Silence Switch: Activation of the signal silence switch shall cause all programmed alarm notification appliances and relays to return to the normal condition after an alarm condition. The selection of notification circuits and relays that are silenceable by this switch shall be fully field programmable within the confines of all applicable standards. The FACP software shall include silence inhibit and auto-silence timers.
3. System Reset Switch: Activation of the system reset switch shall cause all electronically-latched initiating devices, appliances or software zones, as well as all associated output

devices and circuits, to return to their normal condition. Holding the system RESET switch shall perform a lamp test function.

4. Drill (Evacuate) Switch: The drill switch shall activate all notification appliance circuits. The drill function shall latch until the panel is silenced or reset.

N. Remote Transmissions:

1. The system shall be capable of automatically transmitting fire information to the fire department or other Owner-specified monitoring facility.
2. Provide equipment for transmitting zone alarm and trouble signals to remote operator's terminals, system printers, or annunciators.
3. Transmitters shall be compatible with the systems and equipment they are connected to for timing, operation, and other required features.

O. Field Programming:

1. The system shall be programmable, configurable, and expandable in the field without the need for special tools or electronic equipment and shall not require field replacement of electronic integrated circuits.
2. All programming shall be accomplished through the standard FACP keypad.
3. All field-defined programs shall be stored in nonvolatile memory.
4. The programming function shall be enabled with a password that may be defined specifically for the system when it is installed. Two levels of password protection shall be provided in addition to a key-lock cabinet. One level shall be used for status level changes, such as zone disable or manual on/off commands. A second (higher-level) shall be used for actual change of program information.
5. Program edit shall not interfere with normal operation and fire protection. If a fire condition is detected during programming operation, the system shall exit programming and perform fire protection functions as programmed.
6. A special program check function shall be provided to detect common operator errors.
7. An auto-program (self-learn) function shall be provided to quickly install initial functions and make the system operational.
8. For flexibility, an off-line programming function with batch upload/download shall also be available.

P. Specific System Operations:

1. Smoke Detector Sensitivity Adjust: Provide means for adjusting the sensitivity of any or all analog intelligent smoke detectors in the system from the system keypad. Sensitivity range shall be within the allowed UL window.
2. Alarm Verification: Each of the intelligent addressable smoke detectors in the system may be independently selected and enabled to be an alarm verified detector. The alarm verification function shall be programmable from 5 to 30 seconds, and each detector shall be able to be selected for verification. The FACP shall keep a count of the number of times that each detector has entered the verification cycle. These counters may be displayed and reset by the proper operator commands.
3. System Point Operations: Any addressable device in the system shall have the capability to be enabled or disabled through the system keypad.

4. Point Read: The system shall be able to display or print the following point status diagnostic functions:

Device Status
Device Type
Custom Device Label
View Analog Detector Values
Device Zone Assignments
All Program Parameters

5. System Status Reports: Upon command from an operator of the system, a status report will be generated and printed, listing all system status.
6. System History Recording and Reporting: The fire alarm control panel shall contain a history buffer that will be capable of storing up to 800 events. Up to 200 events shall be dedicated to alarm and the remaining events are general purpose. Systems that do not have dedicated alarm storage, where events are overridden by non-alarm type events, are not suitable substitutes. Each of these activations will be stored and time and date stamped with the actual time of the activation. The contents of the history buffer may be manually reviewed, one event at a time, or printed in its entirety. The history buffer shall use non-volatile memory. Systems that use volatile memory for history storage are not acceptable substitutes.
7. Automatic Detector Maintenance Alert: The FACP shall automatically interrogate each intelligent system detector and shall analyze the detector responses over a period of time. If any intelligent detector in the system responds with a reading that is below or above normal limits, then the system will enter the trouble mode, and the particular intelligent detector will be annunciated on the system display. This feature shall in no way inhibit the receipt of alarm conditions in the system, nor shall it require any special hardware, special tools, or computer expertise to perform.
8. Pre-alarm Function: The system shall provide two levels of pre-alarm warning to give advance notice of a possible fire situation. Both pre-alarm levels shall be fully field adjustable. The first level shall give an audible indication at the panel. The second level shall give an audible indication and may also activate control relays. The system shall also have the ability to activate local detector sounder bases at the pre-alarm level, to assist in avoiding nuisance alarms.
9. Software Zones: The FACP shall provide 100 software zones, 10 additional special function zones, 10 releasing zones, and 20 logic zones.
10. The fire alarm control panel shall include a walk test feature. It shall include the ability to test initiating device circuits and notification appliance circuits from the field without returning to the panel to reset the system. Operation shall be as follows:
 - a. Alarming an initiating device shall activate programmed outputs, which are selected to participate in walk test, for 3 seconds.
 - b. Introducing a trouble into the initiating device shall activate the programmed outputs for 8 seconds.
 - c. All devices tested in walk test shall be recorded in the history buffer.
11. Waterflow Operation: An alarm from a water flow detection device shall activate the appropriate alarm message on the main panel display, turn on all programmed notification appliance circuits and shall not be affected by the signal silence switch.

12. Supervisory Operation: An alarm from a supervisory device shall cause the appropriate indication on the system display, light a common supervisory LED, but will not cause the system to enter the trouble mode.
13. Signal Silence Operation: The FACP shall have the ability to program each output circuit (notification, relay etc.) to deactivate upon depression of the signal silence switch.
14. Non-Alarm Input Operation: Any addressable initiating device in the system may be used as a non-alarm input to monitor normally open contact type devices. Non-alarm functions are a lower priority than fire alarm initiating devices.
15. Combo Zone: A special type code shall be available to allow waterflow and supervisory devices to share a common addressable module. Waterflow devices shall be wired in parallel, supervisory devices in series.

2.4 PERIPHERAL DEVICES

A. Intelligent Duct Smoke Detector:

1. Duct-type Smoke Detectors with Smoke Tubes:
 - a. Duct-type smoke detectors shall accommodate an intelligent photoelectric sensor that provides continuous analog monitoring and alarm verification from the panel. Provide auxiliary relays/contacts for each detector as required to support the required temperature control functions. The duct detector shall be rated for air duct velocities of 100 to 3,000 feet per minute.
 - b. When sufficient smoke is sensed through the smoke tubes, an alarm signal is initiated at the FACP, and appropriate action taken to change over air-handling systems to help prevent the rapid distribution of toxic smoke and fire gases throughout the areas served by the duct system.
 - c. Select the proper sampling tube length for enclosure installation. Coordinate with manufacturer's specification for proper size of sampling tubes with duct size. Sampling tubes are supplied in standard lengths and are cut to size to fit the duct. Provide additional smoke detectors with sampling tubes if required. If duct is more than three feet wide drill an appropriate diameter hole directly opposite but 2-3 inches lower to support the sampling tube of lengths longer than three feet. Seal any gap around hole to prevent air leakage.
 - d. Provide duct smoke detector with remote key operated test station.

B. Addressable Control Modules:

1. Provide addressable control modules to supervise and control the operation of one conventional notification appliance circuit (NAC) of compatible, 24 VDC powered, polarized audio/visual notification appliances. For fan shutdown and other auxiliary control functions, the control module shall be set to operate as a dry contact relay.
2. The control module shall mount in a standard 4" square, 2-1/8" deep electrical box, or to a surface-mounted backbox.
3. Wire the control module NAC for Style Y or Style Z (Class A/B), with up to 1 Amp of inductive A/V signal, or 2 Amps of resistive A/V signal operation, or as a dry contact Form C relay. The relay coil shall be magnetically latched to reduce wiring connection

requirements, and to ensure that 100% of all auxiliary relay or NACs may be energized at the same time on the same pair of wires.

4. Audio/visual power shall be provided by a separate supervised power loop from the main FACP or from a supervised, UL-Listed remote power supply.
5. The control module shall provide address-setting means using decimal switches and shall also store an internal identifying code that the control panel shall use to identify the type of device. Provide an LED that shall flash under normal conditions, indicating that the control module is operational and is in regular communication with the control panel.
6. Provide a magnetic test switch to test the module without opening or shorting its NAC wiring.
7. The control module shall be suitable for pilot duty applications and rated for a minimum of 0.6 amps at 30 VDC.

C. Universal Digital Alarm Communicator Transmitter (UDACT). The UDACT is an interface for communicating digital information between a fire alarm control panel and a UL-Listed central station.

1. The UDACT shall be compact in size, mounting in a standard module position of the fire alarm control cabinet. Optionally, the UDACT shall have the ability for remote mounting, up to 6,000 feet from the fire alarm control panel. The wire connections between the UDACT and the control panel shall be supervised with one pair for power and one pair for multiplexed communication of overall system status. Systems that utilize relay contact closures are not acceptable.
2. The UDACT shall include connections for dual telephone lines (with voltage detect), per UL/NFPA/FCC requirements. It shall include the ability for split reporting of panel events up to three different telephone numbers.
3. The UDACT shall be completely field programmable from a built-in keypad and 4-character red, seven segment display.
4. The UDACT shall be capable of transmitting events in at least 15 different formats. This ensures compatibility with existing and future transmission formats.

Communication shall include vital system status such as:

- Independent Zone (Alarm, trouble, non-alarm, supervisory)
 - Independent Addressable Device Status
 - AC (Mains) Power Loss
 - Low Battery and Earth Fault
 - System Off Normal
 - 12 and 24-Hour Test Signal
 - Abnormal Test Signal (per UL requirements)
 - EIA-485 Communications Failure
 - Phone Line Failure
5. The UDACT shall support independent zone/point reporting when used in the Contact ID format. In this format the UDACT shall support transmission of up to 2,040 points. This enables the central station to have exact details concerning the origin of the fire or response emergency.

D. CENTRAL STATION CONNECTION

1. Provide Dual Path (IP and Cellular) fire alarm communicator, Honeywell IPGSM-4G or equal with weatherproof remote antenna option for connection to the Owners' monitoring agency.

2.5 BATTERIES

- A. Batteries shall be 12-Volt, Gell-Cell type.
- B. Batteries shall have sufficient capacity to power the fire alarm system for not less than 24 hours plus 5 minutes of alarm, upon a normal AC power failure.
- C. Batteries shall be completely maintenance free. No liquids are required. Fluid level checks refilling, spills and leakage shall not be required.
- D. The control panel shall incorporate a voltmeter and ammeter to indicate the state of charge of the batteries.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Installation shall be in accordance with the NEC, NFPA 72, local and state codes, as indicated on the drawings, and as recommended by the major equipment manufacturer.
- B. Run all conduit, junction boxes, conduit supports, and hangers concealed in finished areas and exposed in unfinished areas. Do not install smoke detectors prior to the system programming and test period. If construction is ongoing during this period, take measures to protect smoke detectors from contamination and physical damage.
- C. All fire detection and control panels shall be surface mounted.

3.2 TEST

- A. Provide the service of a competent, factory-trained Engineer or Technician authorized by the manufacturer of the fire alarm equipment to technically supervise and participate during all of the adjustments and tests for the system.
 1. Before energizing the cables and wires, check for correct connections and test for short circuits, ground faults, continuity, and insulation.
 2. Open initiating device circuits and verify that the trouble signal actuates.
 3. Open and short notification appliance circuits and verify that trouble signal actuates.
 4. Ground initiating device circuits and verify response of trouble signals.
 5. Ground signaling line circuits and verify response of trouble signals.
 6. Ground notification appliance circuits and verify response of trouble signals.

7. Check installation, supervision, and operation of all intelligent smoke detectors during a walk test.
8. Each of the alarm conditions that the system is required to detect should be introduced on the system. Verify the proper receipt and the proper processing of the signal at the FACP and the correct activation of the control points.
9. When the system is equipped with additional features, consult the manufacturer's manual to determine the proper testing procedures. This is intended to address such items as verifying controls performed by individually addressed or grouped devices, sensitivity monitoring, verification functionality, and similar.

3.3 FINAL INSPECTION

- A. At the Final Inspection, a factory-trained representative of the manufacturer of the major equipment shall demonstrate that the systems function properly in every respect.

3.4 INSTRUCTION

- A. Provide eight (8) hours of instruction to the Owner's representatives for operating the system. Provide hands-on demonstrations of the operation of all system components and the entire system, including program changes and functions.
- B. Arrange to videotape classroom training sessions. At the completion of classroom training sessions, the videotapes shall be turned over to the Owner.
- C. The Contractor shall guarantee all components and labor of the work defined in this Specification for a period of one year after Final Acceptance by the Owner.

END OF SECTION 283111

