



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

CHILLER UPGRADES

MIDWAY ELEMENTARY SCHOOL
5511 Midway Road, Church Road, Virginia

DINWIDDIE ELEMENTARY SCHOOL
13811 Boydton Plank Road, Dinwiddie, Virginia

DINWIDDIE MIDDLE SCHOOL
11608 Courthouse Road, Dinwiddie, Virginia

PROJECT MANUAL

IFB # 23 – 012423-1R
April 4, 2023



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

**DINWIDDIE COUNTY PUBLIC SCHOOLS
CHILLER UPGRADES**

**MIDWAY ELEMENTARY SCHOOL, DINWIDDIE ELEMENTARY SCHOOL & DINWIDDIE MIDDLE SCHOOL
IFB # 23 – 012423-1R**

TABLE OF CONTENTS

INVITATION FOR BID

Purpose

Pre-Bid Conference

Bidder Qualifications

Scope of Work

Delivery Instructions

Anticipated Schedule

Supplementary Terms and Conditions

Attachments

Attachment A - State Corporation Commission Form

Attachment B - Certification of Contractor

Attachment C - References

Attachment D - Special Terms & Conditions for Federally Funded Contracts

Attachment E - Pre-Bid Question Form

Attachment F - Construction Drawings

Attachment G - Bid Form

Attachment H – Davis Bacon Wage Determination (Dinwiddie County)

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

011000	Summary
012500	Substitution Procedures
012600	Contract Modifications Procedures
012900	Payment Procedures
013100	Project Management and Coordination
013200	Construction Progress Documentation
013300	Submittal Procedures
014000	Quality Requirements
015000	Temporary Facilities and Controls
016000	Product Requirements
017300	Execution
017700	Closeout Procedures
017823	Operation and Maintenance Data
017839	Project Record Documents
017900	Demonstration and Training

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
232533	Water Treatment

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
262416	Panelboards
262420	Motors and Controls

DIVISION 27 – COMMUNICATION EQUIPMENT

This Division Not Used

DIVISION 28 – ELECTRONIC SAFETY AND SECURITY

This Division Not Used

END OF TABLE OF CONTENTS

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 # 23 – 012423-1R CHILLER UPGRADES

Midway Elementary School

5511 Midway Road, Church Road, VA

Dinwiddie Elementary School

13811 Boydton Plank Road, Dinwiddie, VA

Dinwiddie Middle School

11608 Courthouse 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, April 12, 2023

Non-Mandatory Pre-Bid Site Visit: Thursday, April 20, 2023 @ 10:00 a.m.

Deadline for E-Mailed Questions: Thursday, April 27, 2023 @ 12:00 p.m.

Date & Time of Closing: Friday, May 12, 2023 @ 10:00 a.m.

1.0 PURPOSE

2.0 PRE-BID CONFERENCE

3.0 BIDDER QUALIFICATIONS

4.0 SCOPE OF WORK

5.0 DELIVERY INSTRUCTIONS

6.0 ANTICIPATED SCHEDULE

7.0 SUPPLEMENTARY TERMS AND CONDITIONS

7.1 ANNOUNCEMENT OF AWARD

7.2 ANTI-DISCRIMINATION

7.3 ANTITRUST

7.4 APPLICABLE LAWS

7.5 AUDIT

7.6 AVAILABILITY OF FUNDS

7.7 BID ACCEPTANCE PERIOD

7.8 CHANGES TO THE CONTRACT

7.9 CLARIFICATION OF TERMS

7.10 COPYRIGHTS/PATENTS, ETC.

7.11 DEFAULT

7.12 DELIVERY DATE (S)

7.13 DISCOUNTS

7.14 DRUG & ALCOHOL-FREE WORKPLACE

7.15 DUE DATE

7.16 EQUIPMENT/PRODUCTS

7.17 ETHICS IN PUBLIC CONTRACTING

7.18 IMMIGRATION REFORM AND CONTROL ACT OF 1986

7.19 INSURANCE

7.20 NONDISCRIMINATION OF CONTRACTORS

7.21 OWNERSHIP OF DOCUMENTS

7.22 PAYMENT

7.22.1 *To Prime Contractor*

7.22.2 *To Subcontractor(s)*

7.23 PREPARATION AND SUBMISSION OF BIDS/PROPOSALS

7.24 PROPRIETARY INFORMATION

7.25 QUALIFICATIONS OF BIDDERS

7.26 RECEIPT AND OPENING OF BIDS

7.27 SAMPLES

7.28 STATE CORPORATION COMMISSION IDENTIFICATION NUMBER

7.29 SUBSTITUTIONS

7.30 TAXES

7.31 TERMINATION BY OWNER FOR CONVENIENCE

7.32 TESTING AND INSPECTION

7.33 WITHDRAWAL OR MODIFICATION OF BIDS

7.34 BONDS

8.0 ATTACHMENTS

ATTACHMENT A - STATE CORPORATION COMMISSION FORM

ATTACHMENT B - CERTIFICATION OF CONTRACTOR

ATTACHMENT C - REFERENCES

ATTACHMENT D - SPEC. TERMS & CONDITIONS FOR FEDERALLY FUNDED CONTRACTS

ATTACHMENT E - PRE-BID QUESTION FORM

ATTACHMENT F - CONSTRUCTION DRAWINGS

ATTACHMENT G - BID FORM

ATTACHMENT H - DAVIS BACON WAGE DETERMINATION (DINWIDDIE COUNTY)

1.0 PURPOSE

Dinwiddie County School Board (DCPS) is issuing this Invitation for Bid seeking qualified bidders to furnish all labor, materials and equipment required to perform work in accordance with this Invitation for Bid (IFB) inclusive of the Technical Specifications and Construction Drawings (Attachment F).

2.0 PRE-BID CONFERENCE

A Non-Mandatory pre-bid site visit will be held at 10:00 a.m. on Thursday, April 20, 2023. Interested parties are to assemble at the main front door to Dinwiddie Middle School. Attendees requiring special services are asked to provide their requirements to Brenda Austin, in writing, by 12:00 p.m., Wednesday, April 19, 2023, to allow time to make the necessary arrangements.

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.

Please refer to the IFB cover page for the location/address of each school.

3.0 BIDDER QUALIFICATIONS:

- All Bidders must have a Class "A" contractor's license. (Include Copy)
- Contractor must exhibit ten (10) years of 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 with associated costs borne by the Contractor.

4.0 SCOPE OF WORK:

The proposed scope of work for this project is outlined in the posted bid documents inclusive of Invitation for Bid (IFB # 23-012423-1R), Technical Specifications and Construction Drawings (Attachment F).

This IFB is being issued using Federal ESSER funds. 100% of this project will be financed with Federal ESSER Funds. The budgeted amount of Federal funds for this project is \$ 1,150,000.00. The percentage and dollar amount of the totals costs of this project that will be financed by non-governmental funds is 0.00% / \$ 0.00.

5.0 DELIVERY INSTRUCTIONS

Sealed Bids are due by **10:00 a.m. on Friday, May 12, 2023.**

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. Office hours are 8:00 am to 4:30 pm Monday through Friday.

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.

6.0 ANTICIPATED SCHEDULE

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

- Invitation to Bid advertised April 12, 2023
- Pre-Bid Conference April 20, 2023
- Deadline for Questions April 27, 2023
- Bids due in School Board Office May 12, 2023
- Intent to Award Notice May 15, 2023
- Notice to Proceed / Award Contract May 25, 2023
- Work to Start at Site May 30, 2023
- Substantial Completion achieved by August 6, 2023

7.0 SUPPLEMENTARY TERMS AND CONDITIONS

7.1 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.

7.2 ANTI-DISCRIMINATION:

Dinwiddie County School Board does not discriminate against faith-based organizations. By submitting their bids, bidders certify to DCPSB 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.*

7.3 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.

7.4 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.

7.5 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.

7.6 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.

7.7 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.

7.8 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.

7.9 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 F) for an interpretation to **Brenda Austin, Purchasing Agent** at baustin@dcpsnet.org, by email no later than **Thursday, April 27, 2023 by 12:00 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.

7.10 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.

7.11 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.

7.12 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.

7.13 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.

7.14 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*).

7.15 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.

7.16 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.

7.17 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.

7.18 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.

7.19 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

7.20 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 disabled 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.

7.21 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.

7.22 PAYMENT:

7.22.1 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).

7.22.2 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.

7.23 PREPARATION AND SUBMISSION OF BIDS/PROPOSALS:

All bids/proposals must be submitted in accordance with the Bid Form (see Attachment G) 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 total base bid amount as indicated on the Bid Form (Attachment G). 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.

7.24 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.

7.25 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.

7.26 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.

7.27 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.

7.28 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.

7.29 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.

7.30 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.

7.31 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.

7.32 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.

7.33 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.

7.34 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).

8.0 ATTACHMENTS

Attachment A - State Corporation Commission Form

Attachment B – Certification of Contractor

Attachment C – References

Attachment D – Special Terms & Conditions for Federally Funded Contracts

Attachment E – Pre-Bid Question Form

Attachment F – Construction Drawings

Attachment G – Bid Form

Attachment H – Davis Bacon Wage Determination (Dinwiddie County)

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 - 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 C - 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 D – SPECIAL TERMS & CONDITIONS FOR
FEDERALLY FUNDED CONTRACTS**

DINWIDDIE COUNTY PUBLIC SCHOOLS
SPECIAL TERMS AND CONDITIONS
FOR FEDERALLY FUNDED CONTRACTS

1. **Compliance with FEMA Policy.** FEMA financial assistance may be used to fund services of this contract. In addition to complying with Section 1 of the General Terms and Conditions, the contractor must also comply with all FEMA policies, procedures and directives.
2. **Program Fraud and False or Fraudulent Statements or Related Acts.** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.
3. **No Obligation by Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to Dinwiddie County Public Schools, the contractor, or any other party pertaining to any matter resulting from the contract.
4. **Equal Employment Opportunity.** This section applies to construction contracts. During the performance of the contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other form of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin.
 - c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contractor or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
 - e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be

cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. The contractor will include the portion of the sentence immediately preceding paragraph a and the provision of paragraphs a-g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

5. Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.F. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

6. Compliance with the Copeland "Anti-Kickback" Act

- a. This section applies to construction contracts in excess of \$2,000 paid for by the one of the following programs: Emergency Management Preparedness Grant Program, Homeland Security Grant Program.
- b. Contract. The Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. §3145, and the requirements of 29 C.F.R. pt 3 as may be applicable, which are incorporated by reference into this contract.
- c. Subcontracts. The Contractor or Subcontractor shall insert in any subcontract the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- d. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

7. Contract Work Hours and Safety Standards Act

- a. This section is applicable on contracts in excess of \$100,000 that involve the employment of mechanics or laborers.
- b. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- c. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such

contractor and subcontractor shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- d. **Withholding for unpaid wages and liquidated damages.** Dinwiddie County Public Schools shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- e. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

8. Clean Air Act.

- a. This section applies to all contracts in excess of \$150,000.
- b. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 et seq.
- c. The contractor agrees to report each violation to Dinwiddie County Public Schools, and understands and agrees that the County will, in turn, report each violation as required to assure notifications to the recipient, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- d. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. Federal Water Pollution Control Act.

- a. This section applies to all contracts in excess of \$150,000.
- b. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Contract Act, as amended, 33 U.S.C. §1251 et seq.
- c. The contractor agrees to report each violation to Dinwiddie County Public Schools and understands and agrees that the County will, in turn, report each violation as required to assure notification to the recipient, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- d. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

10. Suspension and Debarment. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by Dinwiddie County Public Schools. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Dinwiddie County Public Schools and the Commonwealth of Virginia, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

11. Procurement of Recovered Materials. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designed items unless the product cannot be acquired:

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

12. Access to Records

- a. The contractor agrees to provide Dinwiddie County Public Schools, the Commonwealth of Virginia, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract
- d. In compliance with Section 1225 of the Disaster Recover Reform Act of 2018, the County of Dinwiddie and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

13. Domestic Preference for Procurement. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured projects. The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposed of this clause:

- a. *Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- b. *Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based projects such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

14. DHS Seal, Logo and Flags. The contractor shall not use the US Department of Homeland Security seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval. The Contractor shall include this provision in any subcontracts.

15. Byrd Anti-Lobbying Amendment. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

16. Compliance with Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

CERTIFICATION OF ANTI-LOBBYING

The undersigned _____ [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

ATTACHMENT E – PRE-BID QUESTION FORM

(Use separate Form for each question submitted)

Date: _____

Project Title: CHILLER UPGRADES – MIDWAY ES, DINWIDDIE ES & DINWIDDIE MS

IFB No.: 23 - 012423-1R

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

ATTACHMENT F – CONSTRUCTION DRAWINGS
(see attached Construction Drawings dated April 4, 2023)

ATTACHMENT G – BID FORM

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

Date: _____

Project: Chiller Upgrades
Midway Elementary School
Dinwiddie Elementary School
Dinwiddie Middle School

IFB #: 23 – 012423 – 1R

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 Construction Drawings and Technical Specifications dated April 4, 2023, 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 pre-purchased chillers and associated equipment upgrades at Midway Elementary School, Dinwiddie Elementary School and Dinwiddie Middle School in accordance with the Construction Drawings and Technical Specifications prepared by RRMM Architects dated April 4, 2023:

TOTAL BASE BID AMOUNT:

_____ 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.

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 # _____

E-Mail _____

FAX # _____

The signatory of this document indicates and 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 6, 2023. A Notice authorizing Work to proceed will be issued on or before May 25, 2023. **Actual work cannot proceed until May 30, 2023**, to allow for the students to be out of the buildings. 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: _____

_____.

If notice of acceptance of this bid is given to the undersigned within 30 days after the date of opening of bids, or any time thereafter before this bid is withdrawn, the signatory will execute and deliver a contract in the prescribed form within 10 days after the contract has been presented to him for signature. The required payment and performance bonds, on the forms prescribed, shall be delivered to the Owner along with the signed Contract.

Immigration Reform and Control Act of 1986: The signatory certifies that it does not and shall not during the performance of the Contract for this project violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens, or knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

DISQUALIFICATION OF CONTRACTORS: By signing this bid or proposal, the signatory 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 signatory 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:

ATTACHMENT H – DAVIS BACON WAGE DETERMINATION (DINWIDDIE COUNTY)

"General Decision Number: VA20230042 01/06/2023

Superseded General Decision Number: VA20220042

State: Virginia

Construction Types: Heavy (Heavy and Sewer and Water Line)

Counties: Dinwiddie, Goochland, Hopewell*, King And Queen, King William, New Kent, Petersburg*, Powhatan, Prince George and Sussex Counties in Virginia.

*INDEPENDENT CITIES

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all

Crane (Tower).....	\$ 23.29	6.02
Crane.....	\$ 23.15	
Loader.....	\$ 18.27	3.46
Mechanic.....	\$ 26.78	6.32
Trackhoe.....	\$ 12.75 **	1.24
Tugboat.....	\$ 19.00	

TRUCK DRIVER, Includes All
Dump Trucks.....\$ 13.59 ** 3.42

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://protect-us.mimecast.com/s/jTCyCrkoXVCQMRxsy1kSE?domain=dol.gov>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification

and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator

(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISIO"

AIA[®] Document A701[™] – 2018

Instructions to Bidders

for the following Project:

(Name, location, and detailed description)

Chiller Upgrades

Midway ES, 5511 Midway Road, Church Road, VA
Dinwiddie ES, 138111 Boydton Plank Road, Dinwiddie, VA
Dinwiddie MS, 11608 Courthouse Road, Dinwiddie, VA

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
--------	-------	------

.6 Specifications

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

.7 Addenda:

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

.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
-------	------	-------

Supplementary and other Conditions of the Contract:

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

.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)

Chiller Upgrades

Midway ES, 5511 Midway Road, Church Road, VA
Dinwiddie ES, 138111 Boydton Plank Road, Dinwiddie, VA
Dinwiddie MS, 11608 Courthouse Road, Dinwiddie, VA

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

Building Permit	4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3,
3.7.1	12.2, 13.7
Capitalization	Compliance with Laws
1.3	1.6, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 10.2.2,
Certificate of Substantial Completion	11.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14.1.1,
9.8.3, 9.8.4, 9.8.5	14.2.1.3, 15.2.8, 15.4.2, 15.4.3
Certificates for Payment	Concealed or Unknown Conditions
4.2.1, 4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7,	3.7.4, 4.2.8, 8.3.1, 10.3
9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.3	Conditions of the Contract
Certificates of Inspection, Testing or Approval	1.1.1, 6.1.1, 6.1.4
13.5.4	Consent, Written
Certificates of Insurance	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, 11.1.3	9.10.2, 9.10.3, 11.3.1, 13.2, 13.4.2, 15.4.4.2
Change Orders	Consolidation or Joinder
1.1.1, 2.4, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8,	15.4.4
5.2.3, 7.1.2, 7.1.3, 7.2, 7.3.2, 7.3.6, 7.3.9, 7.3.10,	CONSTRUCTION BY OWNER OR BY
8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.3.1.2, 11.3.4, 11.3.9,	SEPARATE CONTRACTORS
12.1.2, 15.1.3	1.1.4, 6
Change Orders, Definition of	Construction Change Directive, Definition of
7.2.1	7.3.1
CHANGES IN THE WORK	Construction Change Directives
2.2.1, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1,	1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, 7.3,
11.3.9	9.3.1.1
Claims, Definition of	Construction Schedules, Contractor's
15.1.1	3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
CLAIMS AND DISPUTES	Contingent Assignment of Subcontracts
3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, 15, 15.4	5.4, 14.2.2.2
Claims and Timely Assertion of Claims	Continuing Contract Performance
15.4.1	15.1.3
Claims for Additional Cost	Contract, Definition of
3.2.4, 3.7.4, 6.1.1, 7.3.9, 10.3.2, 15.1.4	1.1.2
Claims for Additional Time	CONTRACT, TERMINATION OR SUSPENSION
3.2.4, 3.7.4, 6.1.1, 8.3.2, 10.3.2, 15.1.5	OF THE
Concealed or Unknown Conditions, Claims for	5.4.1.1, 11.3.9, 14
3.7.4	Contract Administration
Claims for Damages	3.1.3, 4, 9.4, 9.5
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1,	Contract Award and Execution, Conditions Relating
11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6	to
Claims Subject to Arbitration	3.7.1, 3.10, 5.2, 6.1, 11.1.3, 11.3.6, 11.4.1
15.3.1, 15.4.1	Contract Documents, Copies Furnished and Use of
Cleaning Up	1.5.2, 2.2.5, 5.3
3.15, 6.3	Contract Documents, Definition of
Commencement of the Work, Conditions Relating to	1.1.1
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3,	Contract Sum
6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.3.1, 11.3.6, 11.4.1,	3.7.4, 3.8, 5.2.3, 7.2, 7.3, 7.4, 9.1, 9.4.2, 9.5.1.4,
15.1.4	9.6.7, 9.7, 10.3.2, 11.3.1, 14.2.4, 14.3.2, 15.1.4,
Commencement of the Work, Definition of	15.2.5
8.1.2	Contract Sum, Definition of
Communications Facilitating Contract	9.1
Administration	Contract Time
3.9.1, 4.2.4	3.7.4, 3.7.5, 3.10.2, 5.2.3, 7.2.1.3, 7.3.1, 7.3.5, 7.4,
Completion, Conditions Relating to	8.1.1, 8.2.1, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 14.3.2,
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1,	15.1.5.1, 15.2.5
9.10, 12.2, 13.7, 14.1.2	Contract Time, Definition of
COMPLETION, PAYMENTS AND	8.1.1
9	CONTRACTOR
Completion, Substantial	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.

Init.

§ 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

Init.

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

Init.

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.

Init.

§ 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

Init.

.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

Init.

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

Init.

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

Init.

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

Init.

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.

Init.

§ 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.

Init.

/

Additions and Deletions Report for **AIA® Document A201® – 2007**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:45:40 ET on 01/27/2021.

PAGE 1

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

...

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

...

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

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, David Yancer, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:45:40 ET on 01/27/2021 under Order No. 9941334073 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ - 2007, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

AIA[®] Document A101[®] – 2017

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

AGREEMENT made as of the ----- Day ----- of Month in the year Two Thousand and Twenty Three
(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)

Chiller Upgrades
Midway ES, 5511 Midway Road, Church Road, VA
Dinwiddie ES, 138111 Boydton Plank Road, Dinwiddie, VA
Dinwiddie MS, 11608 Courthouse Road, Dinwiddie, VA

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.

(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.)

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

The Sustainability Plan:

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

Supplementary and other Conditions of the Contract:

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

.9 Other documents, if any, listed below:

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

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

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

Additions and Deletions Report for **AIA® Document A101® – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:37:25 ET on 01/27/2021.

PAGE 1

AGREEMENT made as of the Twenty-seventh day of January in the year Two Thousand and Twenty One.

...

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

...

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

...

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

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, David Yancer, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:37:25 ET on 01/27/2021 under Order No. 9941334073 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

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

B. Related Requirements:

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

1.3 PROJECT INFORMATION

- A. Project Identification: Chiller Upgrades – Midway Elementary School, Dinwiddie Elementary School and Dinwiddie Middle School.

- 1. Project Location(s):

- a. Midway Elementary School, 5511 Midway Road, Church Road, VA,
- b. Dinwiddie Elementary School, 13811 Boydton Plank Road, Dinwiddie, VA, and
- c. Dinwiddie Middle School, 11608 Courthouse Road, Dinwiddie, VA.

- B. Owner: Dinwiddie County School Board, 14016 Boydton Plank Road, P.O. Box 7, Dinwiddie, VA 23841.

- 1. Owner's Representative: Brenda Austin, Procurement Officer.

- C. Architect: RRMM Architects, 115 South 15th Street, Suite 202, Richmond, VA 23219.

- 1. Architect's Representative: Mark Probst, Principal / Deputy CEO.

1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the following:
 - 1. The project scope is generally described as the demolition/removal of old existing chillers and associated equipment and installation of new pre-purchased chillers and associated equipment as noted within the construction documents at three (3) schools; Midway Elementary School, Dinwiddie Elementary School and Dinwiddie Middle School.
- B. Type of Contract:
 - 1. Project will be constructed under a single prime contract.

1.5 OWNER-FURNISHED PRODUCTS

- A. Owner will furnish products indicated. The Work includes receiving, unloading, handling, storing, protecting, and installing Owner-furnished products.
- B. Owner-Furnished Products:
 - 1. Pre-Purchased Chillers (for each school).

1.6 WORK UNDER SEPARATE CONTRACTS

- A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract or other contracts.
- B. Concurrent Work: Owner will award separate contract for the following construction operations at Project site. Those operations will be conducted simultaneously with work under this Contract.
 - 1. None.

1.7 ACCESS TO SITE

- A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- B. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 - 1. Limits: Confine construction operations to spaces required to complete work required by the Contract Documents.

2. Walkways, Entrances, and Access Roads: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Pay attention to pedestrian circulation paths around campus and ensure construction activities do not interrupt.
 - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

1.8 COORDINATION WITH OCCUPANTS

- A. Owner Occupancy: Owner will occupy the premises during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits unless otherwise indicated.
 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
 2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.

1.9 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7:00 a.m. to 5:00 p.m. (Coordinate with Owner for later hours), Monday through Friday, unless otherwise indicated.
 1. Weekend Hours: Coordinate with Owner.
 2. Early Morning Hours: Coordinate with Owner.
 3. Hours for Utility Shutdowns: Coordinate with Owner.
 4. During special events, hours may need to vary.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:

1. Notify Architect and Owner not less than five (5) days in advance of proposed utility interruptions.
 2. Obtain Owner's written permission before proceeding with utility interruptions.
- D. Nonsmoking Building: Smoking is not permitted within the building or within 25 feet of entrances, operable windows, or outdoor-air intakes.
- E. Controlled Substances: Use of tobacco products and other controlled substances on Project site is not permitted.
- F. Employee Screening: Comply with Owner's requirements for drug and/or other required screening of Contractor personnel working on Project site.
1. Maintain list of approved screened personnel with Owner's representative.

1.10 SPECIFICATION AND DRAWING CONVENTIONS

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
 - 1. Division 01 Section "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.
 - 2. Divisions 02 through 33 Sections for specific requirements and limitations for substitutions.

1.3 DEFINITIONS

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

1.4 ACTION SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.

- b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.
 - g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - i. Research reports evidencing compliance with building code in effect for Project.
 - j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 - k. Cost information, including a proposal of change, if any, in the Contract Sum.
 - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
 - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven (7) days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within fifteen (15) days of receipt of request, or seven (7) days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
 - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

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

1.6 PROCEDURES

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

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than fifteen (15) days prior to time required for preparation and review of related submittals.

- 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

- a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
- b. Substitution request is fully documented and properly submitted.
- c. Requested substitution will not adversely affect Contractor's construction schedule.
- d. Requested substitution has received necessary approvals of authorities having jurisdiction.
- e. Requested substitution is compatible with other portions of the Work.
- f. Requested substitution has been coordinated with other portions of the Work.
- g. Requested substitution provides specified warranty.
- h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

- B. Substitutions for Convenience: Not allowed.

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

THIS PAGE INTENTIONALLY LEFT BLANK

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Requirements:
 - 1. Division 01 Section "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.
 - 2. Division 01 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after the Contract award.

1.3 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within twenty (20) days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.

- d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.
1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 4. Include costs of labor and supervision directly attributable to the change.
 5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 6. Comply with requirements in Division 01 Section "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.

1.5 CHANGE ORDER PROCEDURES

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

1.6 CONSTRUCTION CHANGE DIRECTIVE

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

THIS PAGE INTENTIONALLY LEFT BLANK

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Requirements:
 - 1. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 2. Division 01 Section "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

1.3 DEFINITIONS

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

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
 - 1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with continuation sheets.
 - b. Submittal schedule.
 - c. Items required to be indicated as separate activities in Contractor's construction schedule.
 - 2. Submit the schedule of values to Architect at earliest possible date, but no later than seven (7) days before the date scheduled for submittal of initial Applications for Payment.

- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
1. Identification: Include the following Project identification on the schedule of values:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Architect's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
 2. Arrange schedule of values consistent with format of Schedule of Values and Certificate of Payment.
 3. Arrange the schedule of values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of the Work.
 - c. Change Orders (numbers) that affect value.
 - d. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
 - 1) Labor.
 - 2) Materials.
 - 3) Equipment.
 4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents.
 5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
 6. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.
 7. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
 8. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.

1.5 APPLICATIONS FOR PAYMENT

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

- F. Transmittal: Submit signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within twenty-four (24) hours. One copy shall include waivers of lien and similar attachments if required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 2. When an application shows completion of an item, submit conditional final or full waivers.
 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
 5. Waiver Forms: Submit executed waivers of lien on forms, acceptable to Owner.
- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of values.
 3. Contractor's construction schedule (preliminary if not final).
 4. Submittal schedule (preliminary if not final).
 5. List of Contractor's staff assignments.
 6. Copies of building permits.
 7. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 8. Report of preconstruction conference.
 9. Certificates of insurance and insurance policies.
 10. Performance and payment bonds.
 11. Data needed to acquire Owner's insurance.
- I. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. Submit Certificate of Partial or Substantial Completion by Contractor.
- J. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.
2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. Completed Certificate of Completion by Contractor.
5. Completed Affidavit of Payment of Claims.
6. Evidence that all issues related to pre-construction survey have been resolved.
7. Evidence that claims have been settled.
8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
9. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

THIS PAGE INTENTIONALLY LEFT BLANK

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General coordination procedures.
 - 2. Coordination drawings.
 - 3. Requests for Information (RFIs).
 - 4. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.
- C. Related Requirements:
 - 1. Division 01 Section "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
 - 2. Division 01 Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 - 3. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

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

1.4 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 - 1. Name, address, and telephone number of entity performing subcontract or supplying products.

2. Number and title of related Specification Section(s) covered by subcontract.
3. Drawing number and detail references, as appropriate, covered by subcontract.

B. Key Personnel Names: Within fifteen (15) days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.

1. Post copies of list in project meeting room, in temporary field office and by each temporary telephone. Keep list current at all times.

1.5 GENERAL COORDINATION PROCEDURES

A. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components with other contractors to ensure maximum performance and accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.

B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's construction schedule.
2. Preparation of the schedule of values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.

- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
 - 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

1.6 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
 - 1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
 - 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
 - 1. Project name.
 - 2. Project number.
 - 3. Date.
 - 4. Name of Contractor.
 - 5. Name of Architect.
 - 6. RFI number, numbered sequentially.
 - 7. RFI subject.
 - 8. Specification Section number and title and related paragraphs, as appropriate.
 - 9. Drawing number and detail references, as appropriate.
 - 10. Field dimensions and conditions, as appropriate.
 - 11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 - 12. Contractor's signature.
 - 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
 - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: Contractor to submit proposed form for Architect review and approval.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven (7) working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
 - 1. The following Contractor-generated RFIs will be returned without action:

- a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for approval of Contractor's means and methods.
 - d. Requests for coordination information already indicated in the Contract Documents.
 - e. Requests for adjustments in the Contract Time or the Contract Sum.
 - f. Requests for interpretation of Architect's actions on submittals.
 - g. Incomplete RFIs or inaccurately prepared RFIs.
2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within ten (10) days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log monthly.
1. Project name.
 2. Name and address of Contractor.
 3. Name and address of Architect.
 4. RFI number including RFIs that were returned without action or withdrawn.
 5. RFI description.
 6. Date the RFI was submitted.
 7. Date Architect's response was received.
- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within five (5) days if Contractor disagrees with response.
- 1.7 PROJECT MEETINGS
- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees a minimum of 48-hours in advance of scheduled meeting.
 3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three (3) days of the meeting.

- B. Preconstruction Conference: Architect will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than fifteen (15) days after execution of the Agreement.
1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Progress meetings.
 - c. Critical work sequencing and long-lead items.
 - d. Designation of key personnel and their duties.
 - e. Lines of communications.
 - f. Procedures for processing field decisions and Change Orders.
 - g. Procedures for RFIs.
 - h. Procedures for testing and inspecting.
 - i. Procedures for processing Applications for Payment.
 - j. Distribution of the Contract Documents.
 - k. Submittal procedures.
 - l. Preparation of record documents.
 - m. Use of the premises and existing building.
 - n. Work restrictions.
 - o. Working hours.
 - p. Owner's occupancy requirements.
 - q. Responsibility for temporary facilities and controls.
 - r. Procedures for moisture and mold control.
 - s. Procedures for disruptions and shutdowns.
 - t. Construction waste management.
 - u. Parking availability.
 - v. Office, work, and storage areas.
 - w. Equipment deliveries and priorities.
 - x. First aid.
 - y. Security.
 - z. Progress cleaning.
 3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
 2. Refer to Technical Specifications for sections requiring pre-installation conferences.

- D. Progress Meetings: Conduct progress meetings at intervals as agreed at Preconstruction Conference.
1. Coordinate dates of meetings with preparation of payment requests.
 2. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Progress cleaning.
 - 10) Quality and work standards.
 - 11) Status of correction of deficient items.
 - 12) Field observations.
 - 13) Status of RFIs.
 - 14) Status of proposal requests.
 - 15) Pending changes.
 - 16) Status of Change Orders.
 - 17) Pending claims and disputes.
 - 18) Documentation of information for payment requests.
 4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

THIS PAGE INTENTIONALLY LEFT BLANK

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Contractor's construction schedule.
 - 2. Daily construction reports.
 - 3. Material location reports.
 - 4. Site condition reports.
 - 5. Special reports.
- B. Related Requirements:
 - 1. Division 01 Section "Submittal Procedures" for submitting schedules and reports.
 - 2. Division 01 Section "Quality Requirements" for submitting a schedule of tests and inspections.

1.3 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
 - 1. PDF electronic file.
 - 2. Two (2) paper copies.
- B. Contractor's Construction Schedule: Of size required to display entire schedule for entire construction period.
 - 1. Submit a working electronic copy of schedule, using software indicated, and labeled to comply with requirements for submittals. Include type of schedule (initial or updated) and date on label.
- C. Daily Construction Reports: Submit at biweekly intervals.
- D. Special Reports: Submit at time of unusual event.

1.4 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's construction schedule with the schedule of values, submittal schedule, progress reports, payment requests, and other required schedules and reports.

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for commencement of the Work to date of final completion.
 - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

2.2 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
 - 1. List of subcontractors at Project site.
 - 2. List of separate contractors at Project site.
 - 3. Approximate count of personnel at Project site.
 - 4. Equipment at Project site.
 - 5. Material deliveries.
 - 6. High and low temperatures and general weather conditions, including presence of rain or snow.
 - 7. Accidents.
 - 8. Meetings and significant decisions.
 - 9. Unusual events (see special reports).
 - 10. Stoppages, delays, shortages, and losses.
 - 11. Emergency procedures.
 - 12. Orders and requests of authorities having jurisdiction.
 - 13. Change Orders received and implemented.
 - 14. Construction Change Directives received and implemented.
 - 15. Equipment tests and startups.
 - 16. Partial completions and occupancies.
 - 17. Substantial Completions authorized.
- B. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.3 SPECIAL REPORTS

- A. General: Submit special reports directly to Owner within one (1) day of an occurrence. Distribute copies of report to parties affected by the occurrence.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

PART 3 - EXECUTION

- A. Contractor's Construction Schedule Updating: Update schedule to reflect actual construction progress and activities.
 - 1. Revise and issue schedule immediately after each activity where revisions have been recognized or made.
 - 2. As the Work progresses, indicate final completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
 - 1. Post copies in Project meeting rooms and temporary field offices.
 - 2. When revisions are made, distribute updated schedules 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 performance of construction activities.

END OF SECTION 013200

THIS PAGE INTENTIONALLY LEFT BLANK

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Requirements:
 - 1. Division 01 Section "Payment Procedures" for submitting Applications for Payment and the schedule of values.
 - 2. Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
 - 3. Division 01 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.
 - 4. Division 01 Section "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
 - 5. Division 01 Section "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."
- C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.

- D. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.4 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.
 - 1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
 - 2. Initial Submittal: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
 - 3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
 - a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
 - 4. Format: Arrange the following information in a tabular format:
 - a. Scheduled date for first submittal.
 - b. Specification Section number and title.
 - c. Submittal category: Action; informational.
 - d. Name of subcontractor.
 - e. Description of the Work covered.
 - f. Scheduled date for Architect's final release or approval.
 - g. Scheduled date of fabrication.

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect's Digital Data Files: Electronic digital data files of the Contract Drawings will be provided by Architect for Contractor's use in preparing submittals.
 - 1. Architect will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawings.
 - a. Architect makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
 - b. Digital Drawing Software Program: The Contract Drawings are available in AutoCAD 2018 format.
 - c. Contractor shall execute a data licensing agreement in provided by the Architect.

- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
 4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow fifteen (15) days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow fifteen (15) days for review of each resubmittal.
 4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow twenty-one (21) days for initial review of each submittal.
- D. Paper Submittals: Place a permanent label or title block on each submittal item for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Provide a space approximately 6" by 8" on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
 3. Include the following information for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Name of subcontractor.
 - f. Name of supplier.
 - g. Name of manufacturer.
 - h. Number and title of appropriate Specification Section.
 - i. All submittals to include Project Code.

- j. Drawing number and detail references, as appropriate.
 - k. Location(s) where product is to be installed, as appropriate.
 - l. Other necessary identification.
 4. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
 - a. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect.
 5. Transmittal for Paper Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return without review submittals received from sources other than Contractor.
 - a. Transmittal Form for Paper Submittals: Provide locations on form for the following information:
 - 1) Project name.
 - 2) Date.
 - 3) Destination (To:).
 - 4) Source (From:).
 - 5) Name and address of Architect.
 - 6) Name of Contractor.
 - 7) Name of firm or entity that prepared submittal.
 - 8) Names of subcontractor, manufacturer, and supplier.
 - 9) Category and type of submittal.
 - 10) Submittal purpose and description.
 - 11) Specification Section number and title.
 - 12) Specification paragraph number or drawing designation and generic name for each of multiple items.
 - 13) Drawing number and detail references, as appropriate.
 - 14) Indication of full or partial submittal.
 - 15) Transmittal number, numbered consecutively.
 - 16) Submittal and transmittal distribution record.
 - 17) Remarks.
 - 18) Signature of transmitter.
- E. Electronic Submittals: Electronic PDF files will be accepted by the Architect. Identify and incorporate information in each electronic submittal file as follows:
 1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
 2. Name file with submittal number or other unique identifier, including revision identifier.

- a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).
3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
4. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Owner, containing the following information:
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect.
 - d. Name of Contractor.
 - e. Name of firm or entity that prepared submittal.
 - f. Names of subcontractor, manufacturer, and supplier.
 - g. Category and type of submittal.
 - h. Submittal purpose and description.
 - i. Specification Section number and title.
 - j. Specification paragraph number or drawing designation and generic name for each of multiple items.
 - k. Drawing number and detail references, as appropriate.
 - l. Location(s) where product is to be installed, as appropriate.
 - m. Related physical samples submitted directly.
 - n. Indication of full or partial submittal.
 - o. All submittals to include State Project Code.
 - p. Transmittal number, numbered consecutively.
 - q. Submittal and transmittal distribution record.
 - r. Other necessary identification.
 - s. Remarks.
- F. Options: Identify options requiring selection by Architect.
- G. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 1. Note date and content of previous submittal.
 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.

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

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
 - 1. Submit electronic submittals via email as PDF electronic files.
 - a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
 - 2. Action Submittals: Submit four (4) paper copies of each submittal unless otherwise indicated. Architect will return three (3) copies.
 - 3. Informational Submittals: Submit four (4) paper copies of each submittal unless otherwise indicated. Architect will not return copies.
 - 4. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - a. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each submittal to show which products and options are applicable.
 - 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.

4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams showing factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 5. Submit Product Data before or concurrent with Samples.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based on Architect's digital data drawing files is otherwise permitted.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 30 by 42 inches.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of applicable Specification Section.
 - e. Specification paragraph number and generic name of each item.
 3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
 4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

- a. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit one (1) full set of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit three (3) sets of Samples. Architect will retain two (2) Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a project record sample.
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three (3) sets of paired units that show approximate limits of variations.
- E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
 1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
 2. Manufacturer and product name, and model number if applicable.
 3. Number and name of room or space.
 4. Location within room or space.
- F. Application for Payment and Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."
- G. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Division 01 Section "Quality Requirements."
- H. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division 01 Section "Closeout Procedures."

- I. Maintenance Data: Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."
- J. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- K. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- L. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- M. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- N. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- O. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- P. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- Q. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - 1. Name of evaluation organization.
 - 2. Date of evaluation.
 - 3. Time period when report is in effect.
 - 4. Product and manufacturers' names.
 - 5. Description of product.
 - 6. Test procedures and results.
 - 7. Limitations of use.
- R. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- S. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed

before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

- T. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- U. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

2.2 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF electronic file and three (3) paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
 - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Project Closeout and Maintenance Material Submittals: See requirements in Division 01 Section "Closeout Procedures."
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of

reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

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

END OF SECTION 013300

THIS PAGE INTENTIONALLY LEFT BLANK

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Requirements:
 - 1. Divisions 02 through 33 Sections for specific test and inspection requirements.

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.

- C. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.
- D. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- E. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.
- F. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- H. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- I. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five (5) previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 ACTION SUBMITTALS

- A. Shop Drawings:

1. Indicate manufacturer and model number of individual components.
2. Provide axonometric drawings for conditions difficult to illustrate in two dimensions.

1.6 INFORMATIONAL SUBMITTALS

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

1.7 CONTRACTOR'S QUALITY-CONTROL PLAN

- A. Quality-Control Plan, General: Submit quality-control plan within 10 days of Notice to Proceed, and not less than five days prior to preconstruction conference. Submit in format acceptable to Architect. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities. Coordinate with Contractor's construction schedule.
- B. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.
- C. Testing and Inspection: In quality-control plan, include a comprehensive schedule of Work requiring testing or inspection, including the following:
 1. Contractor-performed tests and inspections including subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections.
 2. Special inspections required by authorities having jurisdiction and indicated on the "Statement of Special Inspections."

- D. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements.
- E. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include work Architect has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

1.8 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, and telephone number of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making tests and inspections.
 - 6. Description of the Work and test and inspection method.
 - 7. Identification of product and Specification Section.
 - 8. Complete test or inspection data.
 - 9. Test and inspection results and an interpretation of test results.
 - 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 - 12. Name and signature of laboratory inspector.
 - 13. Recommendations on retesting and reinspecting.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
 - 1. Name, address, and telephone number of technical representative making report.
 - 2. Statement on condition of substrates and their acceptability for installation of product.
 - 3. Statement that products at Project site comply with requirements.
 - 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 - 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 - 6. Statement whether conditions, products, and installation will affect warranty.
 - 7. Other required items indicated in individual Specification Sections.
- C. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee

payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.9 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.
- F. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

1.10 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
 - 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
 - 2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.

1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 3. Notify testing agencies at least forty-eight (48) hours in advance of time when Work that requires testing or inspecting will be performed.
 4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. **Manufacturer's Field Services:** Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 Section "Submittal Procedures."
- D. **Manufacturer's Technical Services:** Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- E. **Retesting/Reinspecting:** Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- F. **Testing Agency Responsibilities:** Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform any duties of Contractor.

- G. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
 - 1. Access to the Work.
 - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 - 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.

- H. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents as a component of Contractor's quality-control plan. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses.
 - 1. Distribution: Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

- I. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
 - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.

1.11 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Conducted by a qualified testing agency/ special inspector as required by authorities having jurisdiction, and as follows and the requirements of Specification Section 142100:
 - 1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviews the completeness and adequacy of those procedures to perform the Work.
 - 2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
 - 3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
 - 4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
 - 5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
 - 6. Retesting and reinspecting corrected work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

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

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Division 01 Section "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
 - 1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.

1.3 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Architect, testing agencies, and authorities having jurisdiction.

1.4 INFORMATIONAL SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.
- B. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.
- C. Moisture-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage.
 - 1. Describe delivery, handling, and storage provisions for materials subject to water absorption or water damage.
 - 2. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water-damaged Work.
 - 3. Indicate sequencing of work that requires water, such as sprayed fire-resistive materials, plastering, and terrazzo grinding, and describe plans for dealing with water

from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.

- D. Dust- and HVAC-Control Plan: Submit coordination drawing and narrative that indicates the dust- and HVAC-control measures proposed for use, proposed locations, and proposed time frame for their operation. Identify further options if proposed measures are later determined to be inadequate. Include the following:
 - 1. Locations of dust-control partitions at each phase of work.
 - 2. HVAC system isolation schematic drawing.
 - 3. Location of proposed air-filtration system discharge.
 - 4. Waste handling procedures.
 - 5. Other dust-control measures.

1.5 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- C. Accessible Temporary Egress: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines and 2010 ADA standards for accessible design (September 15, 2010)

1.6 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
 - 1. Provide temporary, portable toilet facilities for use by all construction personnel.
 - a. To be serviced weekly at a minimum.
 - b. Place toilet facilities in a location acceptable to Owner.

- B. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
 - 1. Store combustible materials apart from building.

2.2 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment: Owner authorizes use of permanent HVAC system.
 - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
 - 2. Permanent HVAC System: If Owner authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV of 8 at each return-air grille in system and remove at end of construction and clean HVAC system as required in Section 017700 "Closeout Procedures".

PART 3 - EXECUTION

2.3 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
 - 1. Locate facilities to limit site disturbance as specified in Section 011000 "Summary."
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

2.4 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.

- C. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- D. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
- E. Isolation of Work Areas in Occupied Facilities (as defined): Prevent dust, fumes, and odors from entering occupied areas.
 - 1. Prior to commencing work, isolate the HVAC system in area where work is to be performed according to coordination drawings.
 - a. Disconnect supply and return ductwork in work area from HVAC systems servicing occupied areas.
 - b. Maintain negative air pressure within work area using HEPA-equipped air-filtration units, starting with commencement of temporary partition construction, and continuing until removal of temporary partitions is complete.
 - 2. Maintain dust partitions during the Work. Use vacuum collection attachments on dust-producing equipment. Isolate limited work within occupied areas using portable dust-containment devices.
 - 3. Perform daily construction cleanup and final cleanup using approved, HEPA-filter-equipped vacuum equipment.
- F. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
 - 1. Provide dehumidification systems when required to reduce substrate moisture levels to level required to allow installation or application of finishes.
- G. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.
- H. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
 - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
 - 2. Install lighting for Project identification sign.
- I. Telephone Service:
 - 1. Provide superintendent with cellular telephone or portable two-way radio for use when away from field office.

2.5 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
 - 1. Provide construction for temporary offices, shops, and sheds located within construction area or within 50 feet of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
 - 2. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Temporary Use of Permanent Roads and Paved Areas: Locate temporary roads and paved areas in same location as permanent roads and paved areas. Construct and maintain temporary roads and paved areas adequate for construction operations. Extend temporary roads and paved areas, within construction limits indicated, as necessary for construction operations.
- C. Traffic Controls: Comply with requirements of authorities having jurisdiction.
 - 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
 - 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- D. Parking: Use designated areas of Owner's existing parking areas for construction personnel.
- E. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
 - 1. Identification Signs: Provide Project identification signs as indicated on Drawings.
 - 2. Temporary Signs: Provide other signs as required to inform public and individuals seeking entrance to Project.
 - a. Provide temporary, directional signs for construction personnel and visitors.
 - 3. Maintain and touchup signs so they are legible at all times.
- F. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 017300 "Execution."
- G. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
 - 1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
- H. Existing Elevator Use: Use of Owner's existing elevators will be permitted, provided elevators are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore elevators to condition existing before initial use, including replacing worn cables, guide shoes, and similar items of limited life.

1. Do not load elevators beyond their rated weight capacity.
 2. Provide protective coverings, barriers, devices, signs, or other procedures to protect elevator car and entrance doors and frame. If, despite such protection, elevators become damaged, engage elevator Installer to restore damaged work so no evidence remains of correction work. Return items that cannot be refinished in field to the shop, make required repairs and refinish entire unit, or provide new units as required.
- I. Existing Stair Usage: Use of Owner's existing stairs will be permitted, provided stairs are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore stairs to condition existing before initial use.
1. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If stairs become damaged, restore damaged areas so no evidence remains of correction work.

2.6 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
1. Comply with work restrictions specified in Section 011000 "Summary."
- C. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each work day.
- D. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- E. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.
- F. Covered Walkway: Erect protective, covered walkway for passage of individuals through or adjacent to Project site. Coordinate with entrance gates, other facilities, and obstructions. Comply with regulations of authorities having jurisdiction.
1. Construct covered walkways using scaffold or shoring framing.
 2. Provide overhead decking, protective enclosure walls, handrails, barricades, warning signs, exit signs, lights, safe and well-drained walkways, and similar provisions for protection and safe passage.
 3. Paint and maintain appearance of walkway for duration of the Work.

- G. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.
 - 1. Prohibit smoking in construction areas.
 - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
 - 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
 - 4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

2.7 MOISTURE AND MOLD CONTROL

- A. Contractor's Moisture-Protection Plan: Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.
- B. Exposed Construction Phase: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:
 - 1. Protect porous materials from water damage.
 - 2. Protect stored and installed material from flowing or standing water.
 - 3. Keep porous and organic materials from coming into prolonged contact with concrete.
 - 4. Remove standing water from decks.
 - 5. Keep deck openings covered or dammed.

2.8 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
 - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may

have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 015000

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Requirements:
 - 1. Section 012100 "Allowances" for products selected under an allowance.
 - 2. Section 012300 "Alternates" for products selected under an alternate.
 - 3. Section 012500 "Substitution Procedures" for requests for substitutions.
 - 4. Section 014200 "References" for applicable industry standards for products specified.

1.3 DEFINITIONS

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

1.4 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
 - 2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
 - a. Form of Approval: As specified in Section 013300 "Submittal Procedures."
 - b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.
- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 013300 "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.
 - 1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
 - 2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
 - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.

4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.
7. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
 3. See other Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Section 017700 "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Architect will make selection.
5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.

B. Product Selection Procedures:

1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
3. Products:
 - a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered unless otherwise indicated.
 - b. Nonrestricted List: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.
4. Manufacturers:
 - a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered unless otherwise indicated.

- b. Nonrestricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.
5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.
- C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
 1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:
 1. Evidence that the proposed product does not require revisions to the Contract Documents that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 3. Evidence that proposed product provides specified warranty.
 4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
 5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:

- 1. Construction layout.
- 2. Field engineering and surveying.
- 3. Installation of the Work.
- 4. Cutting and patching.
- 5. Coordination of Owner-installed products.
- 6. Progress cleaning.
- 7. Starting and adjusting.
- 8. Protection of installed construction.

- B. Related Requirements:

- 1. Section 011000 "Summary" for limits on use of Project site.
- 2. Section 013300 "Submittal Procedures" for submitting surveys.
- 3. Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For professional engineer.

- B. Certificates: Submit certificate signed by professional engineer certifying that location and elevation of improvements comply with requirements.
- C. Cutting and Patching Plan: Submit plan describing procedures at least 10 days prior to the time cutting and patching will be performed. Include the following information:
 - 1. Extent: Describe reason for and extent of each occurrence of cutting and patching.
 - 2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.
 - 3. Products: List products to be used for patching and firms or entities that will perform patching work.
 - 4. Dates: Indicate when cutting and patching will be performed.
 - 5. Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate length of time permanent services and systems will be disrupted.
 - a. Include description of provisions for temporary services and systems during interruption of permanent services and systems.
- D. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for any hazardous waste disposal.
- E. Certified Surveys: Submit two copies signed by professional engineer.

1.5 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
 - 1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection
 - 2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operational elements include the following:
 - a. Primary operational systems and equipment.
 - b. Fire separation assemblies.
 - c. Air or smoke barriers.
 - d. Fire-suppression systems.
 - e. Mechanical systems piping and ducts.
 - f. Control systems.
 - g. Communication systems.

- h. Fire-detection and -alarm systems.
 - i. Conveying systems.
 - j. Electrical wiring systems.
 - k. Operating systems of special construction.
3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Other construction elements include but are not limited to the following:
- a. Water, moisture, or vapor barriers.
 - b. Membranes and flashings.
 - c. Exterior curtain-wall construction.
 - d. Sprayed fire-resistive material.
 - e. Equipment supports.
 - f. Piping, ductwork, vessels, and equipment.
 - g. Noise- and vibration-control elements and systems.
4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- B. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.
- C. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

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

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
 - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
 - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 - 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 - 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 - 1. Description of the Work.
 - 2. List of detrimental conditions, including substrates.
 - 3. List of unacceptable installation tolerances.
 - 4. Recommended corrections.
- D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before

fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section 013100 "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

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

3.4 INSTALLATION

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

- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 - 2. Allow for building movement, including thermal expansion and contraction.
 - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.5 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of work to be cut.
- D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements in Section 011000 "Summary."
- F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.

- G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 6. Proceed with patching after construction operations requiring cutting are complete.
- H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.

- I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.6 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
 - a. Use containers intended for holding waste materials of type to be stored.
 - 4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 015000 "Temporary Facilities and Controls."
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.7 STARTING AND ADJUSTING

- A. Coordinate startup and adjusting of equipment and operating components with requirements in Section 230800 "Commissioning".
- B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- E. Manufacturer's Field Service: Comply with qualification requirements in Section 014000 "Quality Requirements."

3.8 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 017300

THIS PAGE INTENTIONALLY LEFT BLANK

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
 - 5. Repair of the Work.
- B. Related Requirements:
 - 1. Division 01 Section "Execution" for progress cleaning of Project site.
 - 2. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 3. Division 01 Section "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
 - 4. Division 01 Section "Demonstration and Training" for requirements for instructing Owner's personnel.
 - 5. Divisions 02 through 33 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.3 ACTION SUBMITTALS

- A. Product Data: For cleaning agents.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.4 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.

- B. Certificate of Insurance: For continuing coverage.

1.5 MAINTENANCE MATERIAL SUBMITTALS

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

1.6 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

- B. Submittals Prior to Substantial Completion: Complete the following a minimum of ten (10) days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation and similar final record information.
3. Submit closeout submittals specified in individual Divisions 02 through 33 Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Submit maintenance material submittals specified in individual Divisions 02 through 33 Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by the Owner. Label with manufacturer's name and model number where applicable.

- a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain the Owner signature for receipt of submittals.

5. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

- C. Procedures Prior to Substantial Completion: Complete the following a minimum of ten (10) days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Advise Owner of pending insurance changeover requirements.
2. Complete startup and testing of systems and equipment.
3. Complete testing of elevator and all elevator systems.
4. Perform preventive maintenance used prior to Substantial Completion.

5. Instruct Owner's personnel in operation, adjustment, and maintenance of products.
 6. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 7. Complete final cleaning requirements, including touchup painting.
 8. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a completed Certificate of Partial or Substantial Completion by Contractor form a minimum of ten (10) days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion form after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Results of completed inspection will form the basis of requirements for final completion.

1.7 FINAL COMPLETION PROCEDURES

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

1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
 - 1. Organize list of spaces in sequential order that is consistent with the Contract Documents.
 - 2. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Page number.
 - 3. Submit list of incomplete items in one (1) of the following formats:
 - a. MS Excel electronic file. Architect will return annotated file.
 - b. PDF electronic file. Architect will return annotated file.
 - c. Three (3) paper copies. Architect will return two (2) copies.

1.9 SUBMITTAL OF PROJECT WARRANTIES

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

PART 2 - PRODUCTS

2.1 MATERIALS

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

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Remove snow and ice to provide safe access to building.
 - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - h. Sweep concrete floors broom clean in unoccupied spaces.
 - i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
 - j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.

- k. Remove labels that are not permanent.
 - l. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - n. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - o. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.
 - 1) Clean HVAC system in compliance with NADCA Standard 1992-01. Provide written report on completion of cleaning.
 - p. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
 - q. Leave Project clean and ready for occupancy.
- C. Pest Control: Comply with pest control requirements in Section 015000 "Temporary Facilities and Controls." Prepare written report.

3.2 REPAIR OF THE WORK

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

END OF SECTION 017700

SECTION 017823 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Operation and maintenance documentation directory.
 - 2. Emergency manuals.
 - 3. Operation manuals for systems, subsystems, and equipment.
 - 4. Product maintenance manuals.
 - 5. Systems and equipment maintenance manuals.
- B. Related Requirements:
 - 1. Division 01 Section "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
 - 2. Divisions 02 through 33 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

1.3 DEFINITIONS

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

1.4 CLOSEOUT SUBMITTALS

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

- B. Format: Submit operations and maintenance manuals in the following format:
1. PDF electronic file. Assemble each manual into a composite electronically indexed file. Submit on digital media acceptable to Architect.
 - a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.
 - b. Enable inserted reviewer comments on draft submittals.
 2. Three (3) paper copies. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves. Architect will return two (2) copies.
- C. Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least fifteen (15) days before commencing demonstration and training. Architect will return copy with comments.
1. Correct or revise each manual to comply with Architect's comments. Submit copies of each corrected manual within fifteen (15) days of receipt of Architect's comments and prior to commencing demonstration and training.

PART 2 - PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

- A. Directory: Prepare a single, comprehensive directory of emergency, operation, and maintenance data and materials, listing items and their location to facilitate ready access to desired information. Include a section in the directory for each of the following:
1. List of documents.
 2. List of systems.
 3. List of equipment.
 4. Table of contents.
- B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
- C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.
- D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.
- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to

ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

2.2 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

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

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

B. Title Page: Include the following information:

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

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.

1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

E. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.

1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
2. File Names and Bookmarks: Enable bookmarking of individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each

system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.

F. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.

1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
 - b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents, and indicate Specification Section number on bottom of spine. Indicate volume number for multiple-volume sets.
2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.
4. Supplementary Text: Prepared on 8-1/2-by-11-inch white bond paper.
5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
 - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.3 EMERGENCY MANUALS

A. Content: Organize manual into a separate section for each of the following:

1. Type of emergency.
2. Emergency instructions.
3. Emergency procedures.

B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:

1. Fire.

2. Flood.
 3. Gas leak.
 4. Water leak.
 5. Power failure.
 6. Water outage.
 7. System, subsystem, or equipment failure.
 8. Chemical release or spill.
- C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
- D. Emergency Procedures: Include the following, as applicable:
1. Instructions on stopping.
 2. Shutdown instructions for each type of emergency.
 3. Operating instructions for conditions outside normal operating limits.
 4. Required sequences for electric or electronic systems.
 5. Special operating instructions and procedures.

2.4 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
 2. Performance and design criteria if Contractor has delegated design responsibility.
 3. Operating standards.
 4. Operating procedures.
 5. Operating logs.
 6. Wiring diagrams.
 7. Control diagrams.
 8. Piped system diagrams.
 9. Precautions against improper use.
 10. License requirements including inspection and renewal dates.
- B. Descriptions: Include the following:
1. Product name and model number. Use designations for products indicated on Contract Documents.
 2. Manufacturer's name.
 3. Equipment identification with serial number of each component.
 4. Equipment function.
 5. Operating characteristics.
 6. Limiting conditions.
 7. Performance curves.
 8. Engineering data and tests.

9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include the following, as applicable:

1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
6. Normal shutdown instructions.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.5 PRODUCT MAINTENANCE MANUALS

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

C. Product Information: Include the following, as applicable:

1. Product name and model number.
2. Manufacturer's name.
3. Color, pattern, and texture.
4. Material and chemical composition.
5. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer's written recommendations and the following:

1. Inspection procedures.
2. Types of cleaning agents to be used and methods of cleaning.
3. List of cleaning agents and methods of cleaning detrimental to product.
4. Schedule for routine cleaning and maintenance.
5. Repair instructions.

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

2.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

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

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

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

- A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.
- B. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- C. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- D. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
 - 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
 - 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- E. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
 - 1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
- F. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence

and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.

1. Do not use original project record documents as part of operation and maintenance manuals.
 2. Comply with requirements of newly prepared record Drawings in Section 017839 "Project Record Documents."
- G. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 017823

THIS PAGE INTENTIONALLY LEFT BLANK

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.
 - 4. Miscellaneous record submittals.
- B. Related Requirements:
 - 1. Section 017300 "Execution" for final property survey.
 - 2. Section 017700 "Closeout Procedures" for general closeout procedures.
 - 3. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.

1.3 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit one (1) set(s) of marked-up record prints.
 - 2. Number of Copies: Submit copies of record Drawings as follows:
 - a. Final Submittal:
 - 1) Submit one (1) paper-copy set of marked-up record prints.
 - 2) Provide each drawing, whether or not changes and additional information were recorded.
- B. Record Specifications: Submit one paper copy of Project's Specifications, including addenda and contract modifications.
- C. Reports: Submit written report biweekly indicating items incorporated into project record documents concurrent with progress of the Work, including revisions, concealed conditions, field changes, product selections, and other notations incorporated.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an acceptable drawing technique.
 - c. Record data as soon as possible after obtaining it.
 - d. Record and check the markup before enclosing concealed installations.
 - e. Cross-reference record prints to corresponding archive photographic documentation.
 2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Depths of foundations below first floor.
 - d. Locations and depths of underground utilities.
 - e. Revisions to routing of piping and conduits.
 - f. Revisions to electrical circuitry.
 - g. Actual equipment locations.
 - h. Duct size and routing.
 - i. Locations of concealed internal utilities.
 - j. Changes made by Change Order or Change Directive.
 - k. Changes made following Architect's written orders.
 - l. Details not on the original Contract Drawings.
 - m. Field records for variable and concealed conditions.
 - n. Record information on the Work that is shown only schematically.
 3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
 4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 - 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
 - 4. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as record Product Data.
 - 5. Note related Change Orders and record Drawings where applicable.
- B. Format: Submit record Specifications as paper copy

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.
- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

END OF SECTION 017839

THIS PAGE INTENTIONALLY LEFT BLANK

SECTION 017900 - DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
 - 1. Training in operation and maintenance of systems, subsystems, and equipment.
- B. Related Requirements:
 - 1. Divisions 02 through 33 Sections for specific requirements for demonstration and training for products in those Sections.

1.3 COORDINATION

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

PART 2 - PRODUCTS

2.1 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master.

For each module, include instruction for the following as applicable to the system, equipment, or component:

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

5. Adjustments: Include the following:
 - a. Alignments.
 - b. Checking adjustments.
 - c. Noise and vibration adjustments.
 - d. Economy and efficiency adjustments.

6. Troubleshooting: Include the following:
 - a. Diagnostic instructions.
 - b. Test and inspection procedures.

7. Maintenance: Include the following:
 - a. Inspection procedures.
 - b. Types of cleaning agents to be used and methods of cleaning.
 - c. List of cleaning agents and methods of cleaning detrimental to product.
 - d. Procedures for routine cleaning
 - e. Procedures for preventive maintenance.
 - f. Procedures for routine maintenance.
 - g. Instruction on use of special tools.

8. Repairs: Include the following:
 - a. Diagnosis instructions.
 - b. Repair instructions.
 - c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - d. Instructions for identifying parts and components.
 - e. Review of spare parts needed for operation and maintenance.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Division 01 Section "Operations and Maintenance Data."

- B. Set up instructional equipment at instruction location.

3.2 INSTRUCTION

- A. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.

- B. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
 - 1. Schedule training with Owner with at least seven (7) days' advance notice.

- C. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.

END OF SECTION 017900

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 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:

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 2017	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, 2018 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 plumbing, 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 electrical plans 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" or 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.
- 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, 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 and pay all required fees.

1.11 RECORD DRAWINGS

- A. The Contractor for each Section under this Division shall keep accurate records of all deviations in work as indicated and as actually installed. When work is completed and before requesting approval, make two complete "record" sets of marked-up prints, certify the accuracy of each print by endorsement and signature thereon and deliver same to the Architect.

1.12 OPERATION AND MAINTENANCE MANUALS

- A. Provide operation and maintenance manuals for all equipment and systems specified in Division 23, according to the following specifications:
- B. Format: Hardback, 3-ring style binder, with project name on front cover and end of binder.
- C. Content:

1. Title sheet, with name of project, architect and engineer.
2. List of installing contractors and subcontractors, with name, address and telephone number of each.
3. Table of Contents listing all materials enclosed.
4. Tab sheet dividers between types of equipment.
5. Operation, maintenance and installation instructions from manufacturer for each piece of equipment or system.
6. Temperature Control Diagrams and equipment wiring diagrams.
7. Equipment Warranties:
 - a. Testing and Balancing Report.

- D. Submit one copy of manual to the Architect for review by the Engineer.
- E. Furnish three hard copies of manual and a CD containing an electronic version of the Manual in PDF format to the Owner after completion of the Engineer's review.

1.13 OWNER'S TRAINING

- A. Upon completion of work and at a time designated by the Owner, 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 electronic format.

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. 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. Contractor shall be responsible for cleaning of hydronic system strainers during the warranty period and provide a report from a water treatment specialist certifying the hydronic systems have been drained, flushed, filled, vented and chemically treated as required by these specifications and that the system is clean and free of contamination and any other foreign matter and ready for use by the Owner.
- D. Contractor shall be responsible for all maintenance, repair and servicing of mechanical equipment during the construction and warranty period as required by the equipment

manufacturers and identified in the Operation and Maintenance Manuals. This shall include all routine maintenance, such as greasing of bearings, adjustment/replacement of belts, cleaning of coils, cleaning of strainers, water treatment adjustments, calibration of controls and other routine maintenance items that may be unique to each piece of equipment. This shall also include repair and replacement of any malfunctioning or damaged parts. Upon the Owner's observation that this work is not being performed by the Contractor, the Owner will arrange to have these services performed and shall deduct the associated costs from the contract amount or back charge the Contractor for services performed. Monthly service logs shall be forwarded by the Contractor to holders of the operation and maintenance manuals. Contractor shall respond within 24-hour notification by Owner or General Contract.

1.15 WELDER'S CERTIFICATIONS

- A. Submit welder's certifications to the Engineer/Architect for approval.

1.16 TEMPORARY HVAC REQUIREMENTS

- A. Contractor shall be responsible for all temporary cooling and dehumidification equipment to maintain the space temperature and humidity below the maximum limits on (78°F DB and 60% RH). Provide equipment in capacities as required to maintain these limits.
- B. Temporary cooling and dehumidification equipment shall be provided for each of the following spaces:
 - 1. Admin spaces
 - 2. Library

PART 2 - PRODUCTS

2.1 STEEL PIPE FITTINGS

- A. Welding fittings shall be carbon-steel butt welding type, conforming to ASME B16.9 and B16.28. Flanges shall be carbon steel, conforming to ANSI B16.5.
- B. In lieu of welding fittings, BONNEY FORGE "Weldolets", "Sockolets" and "Threadolets" may be used for branch connections when the diameter of the branch connection does not exceed 50% of the diameter of the main.

2.2 PIPE SLEEVES, PIPE HANGERS, PIPE SUPPORTS AND DUCT SUPPORTS

- A. Provide pipe sleeves, hangers, supports, and duct supports. Contractor shall be responsible for proper and permanent location. Pipe and duct shall not be permitted to pass through beams unless indicated and/or approved. All piping passing through masonry or concrete walls shall be sleeved and insulation shall run continuously through sleeve.

- B. Install pipe sleeves and properly secure in place with grout where pipes pass through masonry or concrete and at all fire-rated assemblies. Pipe sleeves, except in footings, shall be sufficient diameter to provide approximately 1/4" clearance around insulation or pipe. Fill void between insulation or pipe and sleeve with mineral wool to prevent sound transmission. Pipe sleeves in walls shall be Schedule 40 steel pipe.
- C. Hang horizontal overhead runs of pipe with adjustable clevis-type hangers spaced not over 10 feet apart. Provide hangers other than aforementioned, if pipe size or other features make spacing at shorter intervals necessary. Pipe hangers shall be provided within 4 feet of all changes in direction of pipe. Pipe hangers shall not be installed on pipe fittings where fitting could bear the weight of connected pipe but instead shall be installed on pipe at intervals previously specified. Chain, strap, perforated bar, or wire hanger will not be permitted. Hangers shall have short turnbuckles or approved means of adjustment. Use spring-type hangers where required. Use trapeze hangers on pipes running parallel and close together. Hangers for copper tubing shall be copper plated where in contact with tubing. Hangers, including rods and clamps, shall be hot dipped galvanized exterior to the building and in all mechanical spaces, zinc plated in all interior spaces, except as otherwise specified.
- D. Supports for piping, ductwork and equipment shall be attached to a structural member. Piping, ductwork and equipment shall not be attached to structural joist bridging or metal roof or floor decking. Provide additional steel supports spanning between joists or beams for hanger attachments.
- E. In areas supported by steel beams, secure hanger rods directly to beams.
- F. Provide galvanized steel shields or protection saddles to protect insulation at area of contact with hangers and supports. Where shields are used on pipes 1-1/2" and larger, provide insulation inserts at points of hangers and supports. Refer to Specification Section 230700 "Mechanical Insulation", for details.
- G. Support and fasten equipment in an approved manner.
- H. 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".

2.3 UNIONS

- A. Unions shall be installed on each side of all control valves 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.

2.4 DIELECTRIC CONNECTIONS

- A. Dielectric connections shall be provided at all connections between ferrous and nonferrous piping or metals, except valves having cast-bronze adapters.

2.5 ELECTRICAL WORK FOR EQUIPMENT UNDER MECHANICAL SYSTEMS

- A. All non-integrated motor controllers serving equipment installed under Division 23 Sections shall be furnished under those Sections and shall be turned over to Electrical Contractor, for installation by Electrical Contractor. Controllers shall be equipped with all auxiliary contacts, poles, or devices necessary to permit interlocking and control required.
- B. Fractional horsepower motors 1/2 HP and below shall be single-phase, 60 cycles, 120V; motors larger than 1/2 HP shall be 3-phase, 60 cycles, of voltages indicated on the electrical drawings and conforming to the electrical service, except where indicated otherwise. Motors shall conform to latest NEMA requirements.
- C. 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.
- D. Raceways shall be 1/2" minimum. All wiring in rooms with exposed structure or in inaccessible ceiling and walls shall be installed in conduit. Label the front face of the cover on each junction 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.
- E. 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 Plumbing, Mechanical and Temperature Control Contractors.
 - 1. Dinwiddie ES and Dinwiddie MS only: All power wiring for the temperature control system shall be fed from an emergency panel served by the emergency generator where emergency power is available on site. Accessory control wiring including, but not limited to interlock wiring for electric damper actuators (separate from DDC systems) and remote equipment sensors shall be provided and installed by the Mechanical and Automatic Temperature Control Contractors.
- F. All controls shall be NEMA rated and NEMA I enclosed where mounted inside building,. Controls mounted outside or where specifically called for shall be NEMA 3R.
- G. Auxiliary 120-Volt contacts shall be provided to give control and interlocking as required or as indicated.

- H. Where control voltages are different from motor voltages, a control-voltage transformer shall be provided as a part of the controller.
- I. 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.
- J. The 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.

2.6 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.

2.7 AIR BALANCING DEVICES

- A. Furnish any additional material or equipment 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.

2.8 CONTROL PANELS AND CABINETS

- A. Provide factory mounted or field installed 1/4" spacers at fastening points as a standoff means between the mounting surface and the back of the panel or cabinet.

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 parallel with lines of buildings.

- C. Install piping to allow for expansion and contraction, using offsets, swing joints, expansion joints, anchors and related items as may be necessary. Make connections to coils, pumps and other 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 vent valves, safety valves, backflow preventers and other drain points to floor drain unless otherwise indicated. Gages, thermometers and related items shall be carefully leveled. Thoroughly clean and flush piping in presence of the Architect as installed and before automatic vents are installed.
- 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. Unions shall be accessible after building is complete. Provide valves to isolate equipment for service or removal.
- F. Equip low points with drain valves and hose nipples not smaller than 3/4". Eccentric reducing fittings or eccentric reducing couplings must be installed where indicated or as required to bring bottoms of mains in line and prevent pockets. Pitch closed loop water piping to vent at high points. Provide a manual air vent ball valve at all high points in the piping system.
- G. Close pipe openings with caps or plugs during installation. Cover fixtures and equipment tightly and protect against dirt, water and chemical or mechanical injury. Carefully free interior of pipe of superfluous material as work progresses. Upon completion of work, thoroughly clean fixtures, materials and equipment and deliver in approved unblemished condition.
- H. 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. Use swing joints for branch connections to risers and mains.
- I. Make copper tubing sweat joints with noncorrosive flux and lead-free solder recommended for service encountered or as indicated.
- J. The Contractor may, except at unions, weld pipe 2-1/2" and larger, using welding fittings. Welding material and labor shall be in accordance with an approved procedure conforming to ASME B31.9 Building Services code. Welders shall be fully qualified by an approved Welding Bureau or locally recognized testing authority. Welding shall be electric arc welding method. Welding of pipe inside the building shall not be permitted without approved ventilation. Galvanized pipe shall have the galvanizing ground from the heat affected zone.
- K. All copper pipe joints shall be made with fittings. Formed bell & spigot couplings and mechanical "T" formed joints are not acceptable.

3.2 GROUTING

- A. Grout heavy equipment with Embeco pre-mixed grout. MASTER BUILDERS COMPANY. Follow manufacturer's instructions on container. Use Mix No. 1 where clearance between bedplate and foundation is 1" or less; for other clearances, use Mix No. 2. Use only where grout is confined or held under restraint.

3.3 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 Architect.

3.4 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. Locate supports for tanks so as to avoid undue strain on shell and interference with pipe connections to tank outlets.
- C. For tanks containing tubes, check support locations for clearance to pull tubes.
- D. Fasten wall-mounted or ceiling-hung equipment to building structures or inserts as approved.
- E. Where concrete foundations or pedestals are indicated or required, use concrete mix, reinforcement where required and methods as specified under Section 033000 "Cast-In-Place Concrete".
- F. Where floor is waterproofed, construct foundation so that anchor bolts will not pierce waterproofing.
- G. Finish exposed parts of concrete foundation with cement mortar. Fill voids, trowel smooth, bevel edges and corners to make neat appearance.

3.5 NOISE AND VIBRATION

- A. Mechanical and electrical equipment shall operate without objectionable noise or vibration as determined by the Owner.

- 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.

3.6 FLASHING

- A. Provide cap flashing for roof-mounted fans, goosenecks, air intakes, vents and the like.

3.7 PROTECTION OF EQUIPMENT AND MATERIALS

- A. Responsibility for care and protection of mechanical equipment rests with Contractor until Substantial Completion of the work.
- 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. Equipment not designed for exterior installation (i.e., pumps, air dirt separator, expansion tank, etc.) shall not be delivered to the job site until a location protected from the environment is provided. Location must be approved by the Architect and Engineer prior to delivery.
- F. Equipment suitable for exterior installation (i.e., chillers) shall not be delivered to the job site until it is ready to be installed in its permanent location.

3.8 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. Chillers
- 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.

3.9 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.

3.10 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.
- C. Exposed piping and equipment in mechanical equipment rooms shall be completely color code painted under this Section. Insulated piping shall be color coded under Section 230700 "Mechanical Insulation" using colored PVC jackets matching the colors listed in this Section. Color code shall be as follows (SHERWIN-WILLIAMS names and numbers are given for reference of colors):

Chilled Water Safety Blue (SW-4086)
Supply and Return

Domestic Cold Water Safety Green (SW-4085)

- D. Water piping service and flow direction shall be indicated with outdoor grade 3.2 mil thick high gloss adhesive backed vinyl labels which identify the service by name (not initials) and the flow direction by arrows. Provide labels similar to Brimar, EZ Pipe Markers with arrow banding tape wrapping the pipe 360°. Labels shall be used wherever piping is exposed, at all unit connections, and at 25-foot intervals for concealed piping located above accessible ceilings. Label and arrow heights shall be proportional to pipe sizes as follows:

<u>Pipe Size</u>	<u>Label Heights</u>
Up to 1"	1"
1-1/4" to 2"	2"
2-1/2" to 4"	3"
4" and above	4"

- E. In addition, all non-potable water systems shall be identified with outdoor grade 3.2 mil thick high gloss adhesive backed vinyl labels with the words, "Nonpotable - Not Safe for Drinking". All nonpotable water outlets, such as hose bibbs at low point drains, shall be identified with 1-1/2" diameter, permanently stamped, brass tags with the words, "Nonpotable - Not Safe for Drinking".
- F. All valves in equipment room(s) shall be identified with 1-1/2" diameter, permanently stamped, brass tags. Secure tags to valve item or wheel with brass jack chain or copper meter seals. Provide framed and mounted, under clear plastic, valve chart (8-1/2 x 11 min.), identifying valve number by system served and function.

3.11 EQUIPMENT MARKING

- A. Label all mechanical equipment, including VFDs, control panels, chillers, pumps, and thermostats.
- B. Labels shall be machine engraved, laminated, 1/8" thick, Bakelite nameplate type. Labels shall be black faces with white letters.
- C. Labels shall have 1/4" high letters.

- D. Labels shall be rigidly attached using rivets or screws. Adhesive backing is not acceptable. Label shall include equipment name and room number served. It shall also include the electrical circuit from which it is fed.

- E. Thermostat labels shall be a self-adhesive type. Labels shall identify the equipment served by the thermostat.

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. HVAC WATER DISTRIBUTION SYSTEMS

1. Piping systems have been leak-tested, flushed thoroughly, and strainers have been removed, cleaned and replaced as required. There is no evidence of plugged piping, coils, heat transfer equipment, valves, or flow measuring devices.
2. All air has been vented from the hydronic piping systems, equipment and coils.
3. Pressure reducing/regulator valves in make-up water piping have been set for the required fill pressure of each hydronic system.
4. Correct pump rotation has been verified. Pumps are not cavitating. Vibration isolators and flexible connectors have been installed where required. Vibration is not excessive with pumps operating. Pumps have been lubricated.
5. All control valves are installed and functioning properly according to the specified sequences of operation.
6. All required pressure, temperature and flow measuring devices and balancing valves have been installed. All taps and adjustment dials are accessible and adequate clearances have been provided for connection of instrument hoses and adjustment taps, dials and scales are free of paint, insulation mastic and other foreign matter.
7. System contains correct amount of water treatment chemicals.

END OF SECTION 230100

THIS PAGE INTENTIONALLY LEFT BLANK

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" and the Control Diagrams on drawings 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.

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 (NOT USED)

2.5 TERMINAL EQUIPMENT (NOT USED)

2.6 HVAC PIPING AND SPECIALTIES

A. Piping

1. Water 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. Chilled water piping
 - a. Above ground
 - 1) Type L copper (2 inch and under)
 - 2) Schedule 40 black steel (2-1/2 inch and over)
3. Drain piping in mechanical equipment rooms:
 - a. Type L copper
4. Domestic cold water make-up piping
 - a. Type L copper
5. Chemical Feed piping
 - a. Type L copper
6. Type L copper pipe shall conform to ASTM B42, and be assembled with wrought-copper soldering fittings using 95-5 solder or with press on fittings as specified herein.
7. Schedule 40 black steel pipe shall be fabricated by welding using Schedule 40 steel welding fittings conforming to ASTM A53.
8. Press on Connector Fittings
 - a. Copper and copper alloy press fittings shall conform to material requirements of ASME B16.18 or ASME B16.22 and NSF/ANSI Standard (NSF 61). Sealing elements for press fittings shall be factory installed EPDM.

- b. Press-connected fittings 1/2" – 2" press end shall have a leak-before-press feature, which assures leakage from inside the system past the sealing element of an unpressed connection.
 - c. Copper press fitting joints shall be made in accordance with the manufacturer's installation instructions. The tubing shall be fully inserted into the fitting and the tuning marked at the shoulder of the fitting. The fitting alignment shall be checked against the mark in the tubing to ensure the tubing is fully inserted in the fitting. The joints shall be pressed using the pressing tool and jaws or jaw set, approved by the fitting manufacturer.
 - d. Fitting installer shall be trained by the fitting manufacturer's factory representative.
 - e. Press connected fittings shall be by ELKHART PRODUCTS CORP., NIBCO, VIEGA or approved equal.
9. Coordinate installation of piping with other disciplines. Locate all piping tight against structure where possible. No piping shall be installed below mechanical equipment, or within mechanical or electrical equipment clearance requirements.
10. Pitch hydronic piping to vent at high points and provide accessible drains at low points.

B. Valves

1. Valves 2" size and under shall be bronze with soldered ends, rough bodies, and finish trim. Valves 2-1/2" size and over shall be iron-body, bronze-mounted with flanged ends, except where specifically indicated. Valves on cold or chilled piping shall have extended shafts to match the pipe insulation thickness to prevent condensation. Gate valves for water shall be solid-wedge type. Catalog numbers indicated below are NIBCO. Valves with equivalent characteristics by APOLLO, or MILWAUKEE are acceptable.

Size	Pipe Material	Globe	Check	Ball/Butterfly	Gate
2" and under	Copper	S-235	S-413-Y	S-585-70-66NS	——
2-1/2" and over	Steel	F718-B	F918-B	LC-2000	F-619

2. In lieu of gate valves, the contractor may provide "Bray Series 30/31" butterfly valves, NO SUBSTITUTIONS, where shown for isolation of mechanical systems and equipment. The valves shall be provided with double u-cup stem seal, molded seat flat primary and secondary seals and flanged connections.
3. Check valves in pump discharge lines shall be NIBCO F-910 "silent check valve,". Valves with equivalent characteristics by APOLLO, or MILWAUKEE are acceptable.
4. Balancing valves 2" and smaller shall be NIBCO S-585-70-66NS. Balancing valves 2-1/2" and larger shall be butterfly valves as specified below. Valves shall be complete with memory stops. Valves on cold or chilled piping shall have extended shafts to match the pipe insulation thickness to prevent condensation. Valves with equivalent characteristics by APOLLO, or MILWAUKEE are acceptable.
5. Butterfly valves used for balancing purposes shall be cast iron, lug type and suitable for dead-end service, 200 psig, bubble-tight shutoff, and 250°F service. Disc shall be

aluminum bronze with 416 stainless-steel extended shaft and copper or brass bushings. Seat shall be EPDM. Provide lever actuators with ten positions with memory stops. Valves on cold or chilled piping shall have extended shafts to match the pipe insulation thickness to prevent condensation. NIBCO LC-2000, or approved equal. Valves 6" and above shall be provided with gear operators. Valves with equivalent characteristics by APOLLO, or MILWAUKEE are acceptable.

6. Pressure Relief Valves
 - a. Provide ASME-rated bronze body, direct spring-loaded, diaphragm-type, lever-operated relief valve with factory-set discharge pressure. Valve body shall have threaded connections and be designed for a working pressure of 150 psi. Fluid shall not discharge into spring chamber.
 - b. Provide relief valves on low pressure side of pressure reducing valves where indicated.
 - c. Select system relief valve capacity so that it is greater than make-up pressure reducing valve capacity.

C. Base Mounted End Suction Circulating Pumps

1. Pumps shall be size, type, have capacity and arrangement as indicated, designed for service encountered. BELL & GOSSETT, or equal by ARMSTRONG or TACO.
2. End suction pumps shall be bronze fitted, cast-iron case. Pumps shall be base-mounted, single stage, end suction design.
 - a. Pump volute shall be made of cast iron with integrally cast pedestal support. The impeller shall be cast bronze, enclosed type, statically and hydraulically balanced. Impeller shall be keyed to the shaft and secured by a hex head impeller nut and washer.
 - b. Pumps shall be provided with a single inside unbalanced mechanical shaft seal for leakless operation. A suitable arrangement shall be provided to furnish a portion of the pumped liquid to lubricate and cool the seal faces.
 - c. Pump shall be rated for a minimum of 175 psi working pressure. Casings shall be provided with tapped and plugged holes for priming, vent, and drain.
 - d. Pump bearing housing shall have heavy duty re-greaseable ball bearings.
 - e. Baseplate shall be channel steel, sufficiently rigid to support the pump and driving motor.
 - f. A flexible-type coupler, capable of absorbing torsional vibration, shall be employed between the pump and motor, and it shall be equipped with a suitable coupling guard as required. Contractor to level and grout each unit according to manufacturer's instructions.
 - g. The motor shall be NEMA specifications and shall be the size, voltage and enclosure called for on the plans. Pump and motor shall be factory aligned, and shall be realigned by contractor after installation.
 - h. Each pump shall be factory tested. It shall then be thoroughly cleaned and painted with at least one coat of high-grade machinery enamel prior to shipment.
 - i. Each pump shall be checked by the contractor and regulated for proper differential pressure, voltage and amperage draw. This data shall be noted on a permanent tag or label and fastened to the pump for owner's reference.

3. Pumps shall be non-overloading over entire impeller curve within service factor of motor. Pumps shall be sized for a maximum discharge velocity of 16 FPS and a maximum suction velocity of 12 FPS.
4. Provide suction diffusers matched to pump and system piping for end suction pumps.
5. Provide Aegis Shaft Grounding Rings on all pump shafts to extend the life of the bearings.
6. Provide with full-size impeller.

D. Suction Diffusers

1. Contractor shall furnish and install a suction diffuser on the suction side of pumps as indicated on the drawings. Suction diffuser shall be as manufactured by Bell & Gossett or approved equal. Suction diffusers shall meet sizes and characteristics as specified in the following and as scheduled.
2. Units shall consist of an angle type body with internal straightening vanes that run the full length of the diffuser and a combination diffuser/strainer/orifice cylinder with 3/16" diameter openings for pump protection. The orifice cylinder shall be equipped with a disposable bronze fine 16-mesh strainer, which shall be removed after system start-up. Orifice cylinder shall be designed to withstand pressure differential equal to pump shutoff head and shall have a free area equal to five times cross section area of pump suction opening. Vane length shall be no less than 2 1/2 times the pump connection diameter. Unit shall be provided with a connection point where a field fabricated support foot can be attached to carry weight of suction piping
3. Diffuser manufacturer shall be responsible for any reduction in pump performance or damage due to high pressure drops, internal failures of components or harmonic oscillations caused by the diffuser.

E. Y-Strainers

1. Strainers:
 - a. "Y" Pattern pipeline strainers shall be installed where shown on plans or required by equipment manufacturers.
 - b. Y Strainer shall be of the low pressure drop design with the following C_v values:
 - 1) 6" pipe – 976
 - c. Y Strainer shall be model "LPD" as manufactured by The Metraflex Company, or equal.
 - d. Strainer body shall be ASTM A126-B Cast Iron.
 - e. Screens shall be Type 304 Stainless steel.
 - f. Screen perforations shall be 0.125".
 - g. Strainer shall have a screen pitch of 22.5°.
 - h. Screens shall be removable via an access cover sealed with O-ring.
 - i. Strainer shall be manufactured with .25" pressure differential ports, with one placed on each side of the screen.

- j. Strainer shall be equipped with a dry well port. Port shall be 1" for sizes 4" – 12".
- k. Strainer connection shall be 125 lb. class flange.
- l. Y Strainer shall be installed in accordance with manufacturer's recommendations and contact requirements.
- m. Provide valved blow-off outlet with hose connection and cap on each strainer. Blow-off connections shall be at bottom of strainer and shall be of size equal to 1/2 the pipe up to a maximum of 2".

F. Flexible Pipe Connectors

- 1. Provide spool-type expansion joint, standard single-arch type, on suction and discharge piping of base-mounted pumps, and where indicated. KEFLEX, or approved equal.
- 2. Joints shall be constructed of abrasion-resistant rubber compounds, reinforced with steel rings and high-tensile strength fabrics. Flanges shall be steel.
- 3. Joints shall be installed so that they carry no piping load. Misalignment of piping shall not exceed 1/8".
- 4. Control rods shall be installed at each joint. Rods shall be attached with neoprene bushings to prevent transmission of noise and vibration.

G. Pressurized Expansion Tanks

- 1. Tanks shall be ASME Code construction for 125 psi service, of sizes indicated. Tanks shall be pre-charged bladder type. BELL & GOSSETT Series "B" or equal by TACO.
- 2. Expansion tanks are ASME rated pre-charged bladder-type pressure vessels designed to absorb the expansion forces of heating/cooling system water while maintaining proper system pressurization under varying operating conditions.
- 3. Tank shall have a heavy-duty bladder to contain system water to prevent tank corrosion and water logging problems.
- 4. Maximum working pressure shall be 125 PSI and maximum operating temperature shall be 240°F.
- 5. System connections shall be forged steel. Tank shell shall be carbon steel.
- 6. Bladder shall be heavy duty butyl rubber.
- 7. Tank shall be designed and constructed per ASME Section VIII, Division.
- 8. Tanks shall be complete with system and drain connections, air charging valve connection, and lifting ring.
- 9. Volume of tank indicated is acceptance volume.

H. Air Eliminator and Dirt Separator

- 1. Furnish and install a coalescing type air eliminator and dirt separator on the chilled water and hot water systems, SPIROVENT Model VDN or equal. All combination units shall be fabricated steel, rated for 150 psig working pressure with entering velocities not to exceed 4 feet per second at specified GPM.
- 2. Units shall include an internal bundle filling the entire vessel to suppress turbulence and provide high efficiency. The bundle must consist of a copper core tube with continuous wound copper medium permanently affixed to the core.

3. A separate copper medium is to be wound completely around and permanently affixed to the internal element. Each eliminator shall have a separate venting chamber to prevent system contaminants from harming the float and venting valve operation.
4. At the top of the venting chamber shall be an integral full port float actuated brass venting mechanism.
5. Units shall include a valved side tap to flush floating dirt or liquids and for quick bleeding of large amounts of air during system fill or refill.
6. Separator shall have the vessel extended below the pipe connections an equal distance for dirt separation.
7. Air Eliminators shall be capable of removing 100% of the free air, 100% of the entrained air, and up to 99.6% of the dissolved air in the system fluid. Dirt separation shall be at least 80% of all particles 30 micron and larger within 100 passes.
8. Separator shall include a removable flanged lower head to facilitate removal of assembly for inspection or cleaning.

I. Air Vents

1. Provide automatic air vents where indicated (in Mechanical Room only.) BELL & GOSSETT Model 107, or approved equal.
2. Provide manual air vents where indicated, and where required to properly and adequately vent heating system of air. Vent shall utilize a ball valve with handle in lieu of key operated.

J. Thermometers

1. Thermometers shall be provided as indicated. WEKSLER INSTRUMENT, Type "AF."
2. Thermometers in pipelines shall be separable socket 5" dial bi-metal insertion type, with scale suitable for temperature range of medium being measured. Thermometers shall be located to facilitate reading from floor. Angle-type shall be used where necessary to facilitate reading. Install in thermal well in flow of fluid.
3. Thermometer range shall be 0-150°F for chilled water.

K. Pressure Gauges

1. Pressure gages shall be provided on suction and discharge line of each pump and where indicated. WEKSLER INSTRUMENT, model AA-14-2.
2. Gages shall be bourdon spring type with 4-1/2" dial set in polypropylene case. Gauges shall be equipped with brass tee-handle shut-off cocks. Gauges shall have required range of 0-100 psig and not in more than 2 psi graduations.

L. Venturi Flow Measuring and Balancing Valves

1. Provide venturi flow measuring and balancing valves where indicated, NuTech Model MB for pipe size 1/2" to 2" and Model MF for sizes 2-1/2" and larger, or approved equal.

2. Balancing valves 1/2" through 2" shall be constructed of bronze or brass. Valves shall be rated for 600 psi at 250°F. The valve ball ID shall be minimum standard port (one size smaller than valve connection size) Reduced port valves are not acceptable.
 - a. Sizes 2-1/2" and larger venturi flow meter and butterfly balancing valve shall be constructed of cast carbon-steel ASTM A120 with accurately machined throat. Sizes 8" and larger shall be fabricated carbon-steel with carbon steel insert. Provide 150-pound ANSI B16.5 flanged connections. Valves shall be rated at 200 psig at 250°F. Butterfly valve shall be constructed of ductile-iron, lug-type body, ANSI Class 125/150, with EPDM seat and gasket, 416 stainless-steel stem, bronze sleeve bearing and aluminum/ bronze disk. The butterfly valve shall have a 2" extended neck above the flange to accommodate insulation thickness. The valve handle shall have infinite flow positioning plate which allows the valve to be closed without the need of unlocking the valve or losing the balancing position valve sizes 2" through 6". Gear operator shall be supplied on valve sizes 8" and larger.
3. Venturi section shall be low loss with a minimum accuracy of 3% of rate.
4. Valves shall be provided with pressure/temperature ports and memory stop. Valves shall be equipped with metal tag and chain. Valves shall be supplied with extended handles and PT ports to clear insulation on chilled water service.
5. Valves shall be sized as indicated or as recommended by valve manufacturer for intended flow capacity.

M. Flow Stations

1. Provide venturi flow meter and butterfly balancing valve as indicated. NUTECH Model MF, or approved equal.
2. Flow meter sizes 2-1/2" through 6" shall be constructed of cast carbon-steel ASTM A120 with accurately machined throat. Sizes 8" and larger shall be fabricated carbon-steel with carbon steel insert. Provide 150-pound ANSI B16.5 flanged connections. Meter shall be rated at 200 psig at 250°F. Provide brass needle valves 1/4" SAE M with 2.5" brass extension. Low loss venturi shall have a measurement accuracy of 3%.
3. Butterfly valve shall be constructed of ductile-iron, lug-type body, ANSI Class 125/150, with EPDM seat and gasket, 416 stainless-steel stem, Teflon bushing and aluminum/bronze disk. The butterfly valve shall have a 2" extended neck above the flange to accommodate insulation thickness. The valve handle shall have infinite flow positioning plate which allows the valve to be closed without the need of unlocking the valve handle or losing the balancing position on valve sizes 2-1/2" through 6". Gear operator shall be supplied on valves sizes 8" and larger.
4. The entire assembly shall have been matched and laboratory tested for accuracy and shall have a 5-year warranty.
5. Total pressure drop shall not exceed one foot.
6. Flow rate increments shall be suitable for the indicated flow rate.

N. Test Stations – Pressure/Temperature (PT)

1. Install a 1/4" NPT fitting (Test Plug) of solid brass with brass chain at indicated locations. Test plug shall be capable of receiving either a pressure or temperature probe 1/8" o.d. Dual seal core shall be neoprene for temperature to 200°F and shall be rated zero leakage from vacuum to 1,000 psig. PETERSON EQUIPMENT COMPANY, SISCO, or approved equal.

2.7 AIR DISTRIBUTION (NOT USED)

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. Pumps P-3 and P-4 (all schools)
3. Acceptable Manufacturers:
 - a. ASEA BROWN BOVERI
 - b. DANFOSS GRAHAM
 - c. TOSHIBA
 - d. MITSUBISHI
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.
 - a. Environmental operating conditions: VFDs shall be capable of continuous operation at 32 to 120 F ambient temperature or VFD must be oversized to meet these temperature requirements.
 - b. Enclosure for indoor applications shall be rated UL Type 1, Enclosures for outdoor applications shall be UL Type 4X-SS for VBCPS. All enclosures shall be UL listed as a plenum rated VFD.
5. All VFDs 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 macros 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 (i.e., 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).
 - 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:
 - 1) Data Sharing - Read Property – B.
 - 2) Data Sharing - Write Property – B.
 - 3) Device Management - Dynamic Device Binding (Who-Is; I-Am).
 - 4) Device Management - Dynamic Object Binding (Who-Has; I-Have).
 - 5) 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:

- 1) Bypass Hand-Off-Auto
 - 2) Drive mode selector
 - 3) Bypass mode selector
 - 4) Bypass fault reset
- b. The bypass shall include an 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:
- 1) The function shall override all other functions and operations under all conditions.
 - 2) Reset must not initiate a restart.
 - 3) 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.
 - 4) 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

3.1 TESTS

- A. Refer to Section 230593 "Testing, Adjusting and Balancing" for related requirements.

- B. At his discretion the Owner shall be represented at all tests. Contractor shall provide 48 hours' notice to the Owner prior to the tests unless otherwise specified.
- C. Before insulation is installed and before piping is concealed, test water piping hydrostatically and prove tight under 100 psig pressure. Test pressure shall be held for minimum of 8 hours. An air test in lieu of water may be used when danger of freezing is possible and when approved.
- D. Coupled pumps shall be field aligned in accordance with the manufacturer's recommended procedures, alignment completed prior to shipment is not acceptable. After the equipment has been aligned, the contractor shall provide a written report verifying that the pumps vertical and horizontal angularity and parallel offset gap are within one of the following tolerances:
 - 1. Pump parallel offset gap shall be within 1/64" at operating speed and pump angularity shall be within 1/64" per inch of coupler radius.
 - 2. The manufacturer's recommended tolerance for the application and with the Engineer's approval.

3.2 WATER TREATMENT

- A. Refer to Specification Section 232533 for all water treatment procedures and 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 new HVAC water 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 hydronic 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 water piping, duct and equipment, including valves, 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 and exhaust air ducts. Openings for pitot traverses shall be provided as required and shall be fitted with neat removable plugs or covers.
- E. The Test and Balance Agency shall perform the following for all new equipment:
 - 1. Set balancing valves to obtain designed water flow at units, coils and branches.
 - 2. 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.
 - 3. Final settings of valves shall be permanently marked. Where provided, memory stops and locking devices shall be adjusted and locked to the final setting.

- F. Before the work is offered for Final Acceptance, all 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 its 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. Temperatures and pressures for each chiller at maximum capacity, including the following:
 - a. Entering and Leaving water temperature.
 - b. Water pressure drop.
 - 2. Nameplate data of each piece of HVAC equipment installed.
 - 3. GPM of each pump and corresponding suction and discharge pressure.
 - 4. Voltage rating and operating volts of each pump motor. For pump motors requiring three-phase power, record voltage of each individual phased leg and check for voltage imbalance.
 - 5. Amp rating and operating amps of each pump. For pump motors requiring three-phase power, record amps of each individual phase.
 - 6. Differential pressure and corresponding GPM across each flow measuring device, including automatic flow control devices.
 - 7. Final percent setting after adjustment of each balancing valve where applicable.
- 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

THIS PAGE INTENTIONALLY LEFT BLANK

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 CERTAINTeed, OWENS-CORNING, JOHNS MANVILLE or KNAUF INSULATION for glass fiber insulation; ARMACELL for flexible unicellular insulation.

2.2 PIPE INSULATION

- A. Glass fiber insulation having a thermal conductivity not greater than 0.24 Btu x in./hr. x sq. ft. x °F in a mean temperature of 75°F. Insulation shall have factory-applied all-purpose jacket.
- B. 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 COLD EQUIPMENT

- A. 6 lbs./cu. ft. density, flexible unicellular, sheet-type insulation.

2.4 ALUMINUM PIPE JACKETS

- A. Aluminum jacket shall be .016" thick (28 ga.) smooth aluminum sized to provide a minimum 2" self-gauging overlap longitudinal and circumferentially, minimum 3/4" by .015" thick (30 ga.) draw bands. Jacket shall be supplied with a factory-applied polykraft moisture barrier. CHILDERS PRODUCTS COMPANY, STRAP-ON JACKETING.
- B. Provide fitting covers of same material as jacket and of same manufacturer.

2.5 CALCIUM SILICATE PIPE INSULATION INSERTS

- A. Calcium silicate meeting ASTM C533, Type I, water resistant; rigid molded pipe; asbestos-free JOHNS MANVILLE Thermo-1200, or approved equal.
- B. Thermal conductivity of 0.437 Btu at 300°F mean temperature as tested in accordance with ASTM C335.
- C. Minimum compressive strength of 100 psi to produce 5% compression at 1-1/2" thickness.
- D. Non-combustible as determined by test complying with ASTM E136.
- E. Inserts shall have sufficient compressive strength to adequately support the pipe without compressing the inserts to a thickness less than the adjacent insulation. Insulation inserts shall cover the bottom half of the pipe circumference 180 degrees and be not less in length than the protection shield. Vapor-barrier facing of the insert shall be of the same material as the facing on the adjacent insulation.

2.6 PVC PIPE JACKET FITTING COVERS

- A. One-piece molded-type PVC plastic fitting covers and jacketing material, color matching JOHNS MANVILLE Zeston 2000, or approved equal.

- B. Connections shall be made using pressure-sensitive color matching vinyl tape.

2.7 COLOR CODED PVC PIPE JACKETS

- A. PVC jackets shall be 28 or 20 mm thick smooth PVC sized to provide a minimum 2" self-gauging overlap, longitudinal and circumferentially. Joints shall be solvent welded.
- B. Jackets shall have a smoke developed value of 50 or less and a flame spread value of 25 or less.
- C. Jackets shall come supplied from the manufacturer color coded in accordance with color code schedule below.
- D. Jackets shall be manufactured by JOHNS MANVILLE model "Zeston 2000", P. I. C. PLASTICS, INC., "FG 30" or approved equal.
- E. Jackets for grooved pipe fittings shall be manufactured by PROTO FITTING COVERS or approved equal.
- F. Provide fitting covers of same material as jacket and of same manufacturer.
- G. Color Code Schedule:

<u>Service</u>	<u>JOHNS MANVILLE COLORS</u>
Domestic CW	Light Green (42307-R1)
CHWS/CHWR	Dark Blue (14612-E1)
Chemical Feed	Color shall match service pipe color

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 PIPING (GLASS FIBER INSULATION, UNLESS OTHERWISE NOTED)

A. Schedule:

Chilled Water:	1" thickness for pipe sizes up to 1-1/2" and 1-1/2" thickness for pipe sizes over 1-1/2".
Condensate Drain Above Floor:	1/2" thickness
Cold Water:	1/2" thickness for pipe sizes up to 1-1/4" and 1" thickness for pipe sizes over 1-1/2".
Chemical Feed:	1/2" thickness (glass fiber, except flexible unicellular for chilled water system)

B. Fittings and valves on insulated piping smaller than 4" shall be insulated with fiberglass blanket to thickness equal to adjoining pipe insulation unless otherwise noted. Fittings and valves for insulated piping 4" and larger shall be insulated with segments of molded insulation, secured in place. On all fittings and valves, insulation shall be finished with a preformed PVC jacket.

C. All valves and piping accessories above ceilings handling cold or chilled water shall be completely insulated to prevent condensation.

D. All flexible glass fiber piping insulation exposed to the weather shall be provided with aluminum jacketing.

E. No piping shall be insulated until it has been tested and thoroughly cleaned.

F. Provide pipe inserts between pipe hanger support shields and on piping 1-1/2" diameter or larger. Insulation inserts shall not be less in length than the following:

1-1/2" to 2-1/2" pipe size	10" long
3" to 6" pipe size	12" long
8" to 10" pipe size	16" long

G. Hangers and supports for cold or chilled water piping shall not injure or pierce insulation.

3.3 COLD EQUIPMENT

A. Schedule:

Chilled Water Pumps:	2" thickness, flexible unicellular
Chilled Water System Chemical Feeder:	1/2" thickness, flexible unicellular

Chilled Water System Expansion Tanks,
and Air Separator:

2" thickness, flexible unicellular

- B. Install equipment thermal insulation products in accordance with manufacturer's written instructions and in compliance with recognized industry practices to ensure that insulation serves intended purpose.
- C. Install insulation materials with smooth and even surfaces and on clean and dry surfaces. Redo poorly fitted joints. Do not use mastic or joint sealer as filler for gapping joints and excessive voids resulting from poor workmanship.
- D. Maintain integrity of vapor barrier on equipment insulation and protect it to prevent puncture and other damage.
- E. Provide removable, insulated, galvanized steel box to cover parts of pumps and basket strainer which must be opened periodically for maintenance.

END OF SECTION 230700

THIS PAGE INTENTIONALLY LEFT BLANK

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:
 - 1. Central chilled water plant

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 edit 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 reports
 - ii. Equipment startup reports
 - iii. TABs report
 - iv. HVAC Water quality test report
 - v. Prefunctional Checklists completed by the installing Foreman.
 - vi. O&M Manuals with warranties
 - vii. 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 90.1-2016, 6.7.2.4
- 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. Hydrostatic testing of hydronic piping systems
 - b. Cleaning, flushing, and venting of piping systems, including removal and cleaning of all strainers
 - c. Cleaning of equipment and systems of construction dirt and debris, including 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.
 - 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, verses what the control system indicated it was. For output devices, this checklist shall indicate what the response actually was verses 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.

- 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. Drawing and general provisions of the Contract, including General and Supplementary Conditions, other Division 1 Specifications Sections, and Section 230100, "Mechanical General Provisions, apply to this Section.
- B. Related Documents: Sequences of Operation as found on the drawings apply to the work of this Section.

1.2 SCOPE OF WORK

- A. The 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. The BAS Contractor shall base his Bid on the system as specified, the sequence of operations, the points list, and Contract Documents. Regardless of the points listed in these documents, the Contractor shall provide the number of points, the types of points, and other controls as required for the sequence of operations.
- B. It shall be the responsibility of the BAS Contractor to fully coordinate with all equipment suppliers to provide a complete functional control system. BAS contractor shall provide all additional controllers and equipment required to fully integrate the unit-mounted factory controls with the existing BAS. Refer to Section 2.2.A for additional requirements.
- C. 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.
- D. All materials and equipment used shall be standard components, regularly manufactured for this and/or other systems and not custom designed especially for this project. All systems and components shall have been thoroughly tested and proven in actual use for at least 2 years.
- E. The Building 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. Provide a new data drop for each new mechanical unit. Contractor shall run all cable required from the rack to the rooftop unit. Contractor shall also provide termination of cable at rack location. Contractor shall coordinate final termination with owner IT Department representative to be ready for plug in.

- F. BAS Contractor shall provide bi-weekly trending of HVAC points during the warranty period. The Contractor shall analyze the trends and report any unusual conditions to the General Contractor, Mechanical Contractor, Facilities Planning Project Manager, and School Plant HVAC Technicians. Trends and status reports shall be emailed to all listed parties for records and actions required.
- G. The existing Building Automation System (BAS) manufacturer Midway Elementary School, Dinwiddie Elementary School, and Dinwiddie Middle School is JOHNSON CONTROLS, INC.

1.3 WORK BY OTHERS

- A. Mechanical contractor installs all wells, valves, taps, etc. furnished by BAS manufacturer.
- B. Electrical Contractor (Division 26) provides:
 - 1. 120V power to all BAS and/or Temperature control panels shown on electrical drawings
 - 2. Wiring of all power feeds through all disconnect starters to electrical motors
 - 3. Wiring of any remote start/stop switches and manual or automatic motor speed control devices not furnished by BAS manufacturer.

1.4 QUALITY ASSURANCE

- A. The BAS system shall be designed and installed, commissioned and serviced by respective controls contractor employed branch personnel.

1.5 SUBMITTALS

- A. Submit 10 complete sets of documentation in the following phased delivery schedule:
 - 1. Equipment data cut sheets
 - 2. System schematics, including:
 - a. Sequence of operations
 - b. Point names
 - c. Point addresses
 - d. Interface wiring diagrams
 - e. Panel layouts.
 - f. System riser diagrams

3. Auto-CAD compatible as-built drawings
- B. Upon project completion, submit operation and maintenance manuals, consisting of the following:
 1. Index sheet, listing contents in alphabetical order
 2. Manufacturer's equipment parts list of all functional components of the system, Auto-CAD disk of system schematics, including wiring diagrams
 3. Description of sequence of operations
 4. As-Built interconnection wiring diagrams
 5. Operator's Manual
 6. Trunk cable schematic showing remote electronic panel locations, and all trunk data
 7. List of connected data points, including panels to which they are connected and input device (thermostat, etc.)

1.6 WARRANTY

- A. Provide all services, materials and equipment necessary for the successful operation of the entire BAS system for a period of one year after beneficial use.
- B. The adjustment required testing, and repair of the system includes all computer equipment, transmission, equipment and all sensors and control devices.
- C. The on-line support services shall allow the local BAS subcontractor to dial out over telephone lines to monitor and control the facility's building automation system. This remote connection to the facility shall be within 2 hours of the time that the problem is reported. This coverage shall be extended to include normal business hours, after business hours, weekends and holidays.
- D. If the problem cannot be resolved on-line by the local office, the national office of the building automation system manufacturer shall have the same capabilities for remote connection to the facility. If the problem cannot be resolved with on-line support services, the BAS subcontractor shall dispatch the appropriate personnel to the job site to resolve the problem within 2 hours of the time that the problem is reported.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. JOHNSON CONTROLS, INC. (No substitutions).

2.2 NETWORKING COMMUNICATIONS

- A. DCPS standard is to utilize BACnet protocol within the building control system. The controls contractor shall provide new BACnet compatible controllers for all new HVAC equipment. BACnet factory supplied onboard controllers shall be in their “native” open protocol, avoiding the need for gateways or translators.
- B. The BAS network communications shall communicate across the Dinwiddie County Public Schools existing Ethernet LAN/WAN. The BAS operator workstation server shall reside on this Ethernet network. Access to this server shall be from any LAN/WAN connection on the Ethernet network or from outside the network utilizing a remote desktop application or virtual private network protocol. As a minimum, five (5) simultaneous users may access the system at one time. The BAS Contractor shall be responsible for providing the required number of graphical software site licenses to meet this requirement.
- C. The design of the BAS shall network operator workstations and stand-alone DDC Controllers. The network architecture shall consist of multiple levels for communication efficiency, a campus-wide (Management Level Network) Ethernet network based on TCP/IP protocol, high performance peer-to-peer building level network(s), and DDC Controller floor level local area networks with access being totally transparent to the user when accessing data or developing control programs.
- D. The design of BAS shall allow the co-existence of new DDC Controllers with existing DDC Controllers in the same network without the use of gateways or protocol converters.
 - 1. System shall have the capability to be an OPC Client and Server for dynamic communication with OPC Clients or Servers over an Ethernet network. At a minimum, the following must be supported:
 - a. Data Access 1.0 (96), 1.0A (97) and 2.0 (11/98)
 - b. Alarms & Events 1.0 (1/99)
- E. Peer-to-Peer Building Level Network:
 - 1. All operator devices shall have the ability to access all point status and application report data or execute control functions for any and all other devices via the peer-to-peer network. No hardware or software limits shall be imposed on the number of devices with global access to the network data at any time.
 - 2. The peer-to-peer network shall support a minimum of 100 DDC Controllers and PC workstations.
 - 3. Each PC workstation shall support a minimum of four peer-to-peer networks hardwired or dial up.
 - 4. The system shall support integration of third party systems (fire alarm, security, lighting, PCL, rooftop units) via panel-mounted open protocol processor. This processor shall exchange data between the two systems for interprocessor control. All exchange points shall have full system functionality as specified herein for hardwired points.

5. Field panels must be capable of integration with open standards, including Modbus, BACnet, and LonWorks, as well as with third party devices via existing vendor protocols.
6. The peer-to-peer Building Level Network shall use the TCP/IP over Ethernet. All devices must:
 - a. Auto-sense 10/100 Mbps networks.
 - b. Receive an IP Address from a Dynamic Host Configuration Protocol (DHCP) Server or be configured with a Fixed IP Address.
 - c. Resolve Name to IP Addresses for devices using a Domain Name Service (DNS) Server on the Ethernet network.
 - d. Allow access using Telnet.

2.3 DDC CONTROLLER FLOOR LEVEL NETWORK

- A. This level communication shall support a family of application specific controllers and shall communicate with the peer-to-peer network through DDC Controllers for transmission of global data.

2.4 DDC AND HVAC MECHANICAL EQUIPMENT CONTROLLERS

- A. The DDC and HVAC Mechanical Equipment Controllers shall reside on the Building Level Network.
- B. DDC and HVAC Mechanical Equipment Controllers shall use the same programming language and tools. DDC and HVAC Mechanical Equipment Controllers which require different programming language or tools on a network are not acceptable.
- C. DDC and HVAC Mechanical Equipment Controllers which do not meet the functions specified in Section D for DDC Controllers, Section E for HVAC Mechanical Equipment Controllers are not acceptable.
- D. DDC Controller:
 1. DDC Controllers shall be a 16-bit stand-alone, multi-tasking, multi-user, real-time digital control processors consisting of modular hardware with plug-in enclosed processors, communication controllers, power supplies, and input/output point modules. Controller size shall be sufficient to fully meet the requirements of this Specification and the attached Point I/O Schedule. Each Controller shall support a minimum of three (3) Floor Level Application Specific Controller Device Networks.
 2. Each DDC Controller shall have sufficient memory to support its own operating system and databases, including:
 - a. Control processes
 - b. Energy management applications

- c. Alarm management applications including custom alarm messages for each level alarm for each point in the system.
 - d. Historical/trend data for points specified
 - e. Maintenance support applications
 - f. Custom processes
 - g. Password-protected Operator I/O
 - h. Dial-up communications
 - i. Manual override monitoring
3. Each DDC Controller shall support firmware upgrades without the need to replace hardware.
 4. Provide all processors, power supplies, and communication controllers so that the implementation of a point only requires the addition of the appropriate point input/output termination module and wiring.
 5. DDC Controllers shall provide a RS-232C serial data communication ports for operation of operator I/O devices, such as industry standard printers, operator terminals, modems, and portable laptop operator's terminals. DDC Controllers shall allow temporary use of portable devices without interrupting the normal operation of permanently connected modems, printers or terminals.
 6. As indicated in the Point I/O Schedule, the operator shall have the ability to manually override automatic or centrally executed commands at the DDC Controller via local, point discrete, on-board hand/off/auto operator override switches for digital control type points and gradual switches for analog control type points.
 - a. Switches shall be mounted either within the DDC Controllers key-accessed enclosure, or externally mounted with each switch keyed to prevent unauthorized overrides.
 - b. DDC Controllers shall monitor the status of all overrides and inform the operator that automatic control has been inhibited. DDC Controllers shall also collect override activity information for reports.
 7. DDC Controllers shall provide local LED status indication for each digital input and output for constant, up-to-date verification of all point conditions without the need for an operator I/O device. Graduated intensity LEDs or analog indication of value shall also be provided for each analog output. Status indication shall be visible without opening the panel door.
 8. Each DDC Controller shall continuously perform self-diagnostics, communication diagnosis, and diagnosis of all panel components. The DDC Controller shall provide both local and remote annunciation of any detected component failures, low battery conditions, or repeated failure to establish communication.
 9. Isolation shall be provided at all peer-to-peer network terminations, as well as all field point terminations to suppress induced voltage transients consistent with:
 - a. RF-Conducted Immunity (RFCI) per ENV 50141 (IEC 1000-4-6) at 3 V
 - b. Electro Static Discharge (ESD) Immunity per EN 61000-4-2 (IEC1000-4-2) at 8 kV air discharge, 4 kV contact

- c. Electrical Fast Transient (EFT) per EN 61000-4-4 (IEC 1000-4-4) at 500 V signal, 1 kV power
 - d. Output Circuit Transients per UL 864 (2,400V, 10A, 1.2 Joule max)
 - e. Isolation shall be provided at all peer-to-peer panel's AC input terminals to suppress induced voltage transients consistent with:
 - 1) IEEE Standard 587-1980
 - 2) UL 864 Supply Line Transients
 - 3) Voltage Sags, Surge, and Dropout per EN 61000-4-11 (EN 1000-4-11)
10. In the event of the loss of normal power, there shall be an orderly shutdown of all DDC Controllers to prevent the loss of database or operating system software. Nonvolatile memory shall be incorporated for all critical controller configuration data, and battery backup shall be provided to support the real-time clock and all volatile memory for a minimum of 60 days.
- a. Upon restoration of normal power, the DDC Controller shall automatically resume full operation without manual intervention.
 - b. Should DDC Controller memory be lost for any reason, the user shall have the capability of reloading the DDC Controller via the local RS-232C port, via telephone line dial-in or from a network workstation PC.
11. Provide connection to existing local black and white CRT in the central equipment room for access of the entire facility. No laptop required.
12. Graphics: Existing workstations in Central maintenance and other home laptops shall be modified for tie-in to this facility. The BAS Contractor shall create new graphics on all existing workstations identical to existing graphics standard already in the system as follows:
- a. One per chiller
 - b. One per pump
 - c. Floor Plans
 - d. One Custom Graphics
- E. HVAC Mechanical Equipment Controllers:
1. HVAC Mechanical Equipment Controllers shall be a 12-bit stand-alone, multi-tasking, multi-user, real-time digital control processors consisting of modular hardware with plug-in enclosed processors.
 2. Each HVAC Mechanical Controller shall have sufficient memory to support its own operating system and databases, including:
 - a. Control processes
 - b. Energy management applications
 - c. Alarm management applications including custom alarm messages for each level alarm for each point in the system.

- d. Historical/trend data for points specified
 - e. Maintenance support applications
 - f. Custom processes
 - g. Operator I/O
 - h. Remote communications
3. HVAC Mechanical Equipment Controllers shall provide an RS-232C serial data communication port for operation of operator I/O devices, such as industry standard printers, operator terminals, modems, and portable laptop operator's terminals.
 4. HVAC Mechanical Equipment Controllers shall provide local LED status indication for each digital input and output for constant, up-to-date verification of all point conditions without the need for an operator I/O device.
 5. Each HVAC Mechanical Equipment Controller shall continuously perform self-diagnostics, communication diagnosis, and diagnosis of all components. The HVAC Mechanical Equipment Controller shall provide both local and remote annunciation of any detected component failures, low battery conditions, or repeated failure to establish communication.
 6. Isolation shall be provided at all peer-to-peer network terminations, as well as all field point terminations to suppress induced voltage transients consistent with:
 - a. RF-Conducted Immunity (RFCI) per ENV 50141 (IEC 1000-4-6) at 3 V
 - b. Electro Static Discharge (ESD) Immunity per EN 61000-4-2 (IEC 1000-4-2) at 8 kV air discharge, 4 kV contact
 - c. Electrical Fast Transient (EFT) per EN 61000-4-4 (IEC 1000-4-4) at 500 V signal, 1 kV power
 - d. Output Circuit Transients per UL 864 (2,400V, 10A, 1.2 Joule max)
 7. Isolation shall be provided at all peer-to-peer panel's AC input terminals to suppress induced voltage transients consistent with:
 - a. IEEE Standard 587-1980
 - b. UL 864 Supply Line Transients
 - c. Voltage Sags, Surge, and Dropout per EN 61000-4-11 (EN 1000-4-11)
 8. In the event of the loss of normal power, there shall be an orderly shutdown of all HVAC Mechanical Equipment Controllers to prevent the loss of database or operating system software. Nonvolatile memory shall be incorporated for all critical controller configuration data, and battery backup shall be provided to support the real-time clock and all volatile memory for a minimum of 72 hours.
 - a. Upon restoration of normal power, the HVAC Mechanical Equipment Controller shall automatically resume full operation without manual intervention.
 - b. Should HVAC Mechanical Equipment Controller memory be lost for any reason, the user shall have the capability of reloading the HVAC Mechanical Equipment Controller via the local RS-232C port, via telephone line dial-in or from a network workstation PC.

2.5 DDC AND HVAC MECHANICAL EQUIPMENT CONTROLLER RESIDENT SOFTWARE FEATURES

A. General:

1. The software programs specified in this Section shall be provided as an integral part of DDC and HVAC Mechanical Equipment Controllers and shall not be dependent upon any higher-level computer for execution.
2. All points shall be identified by up to 30-character point name and 16-character point descriptor. The same names shall be used at the PC workstation.
3. All digital points shall have user defined two-state status indication (descriptors with minimum of 8 characters allowed per state (i.e., summer/winter)).

B. Control Software Description:

1. The DDC and HVAC Mechanical Equipment Controllers shall have the ability to perform the following pre-tested control algorithms:
 - a. Two-position control
 - b. Proportional control
 - c. Proportional plus integral control
 - d. Proportional, integral, plus derivative control
 - e. Automatic tuning of control loops

C. DDC and HVAC Mechanical Equipment Controllers shall provide the following Energy Management routines for the purpose of optimizing energy consumption while maintaining occupant comfort:

1. Start-Stop Time Optimization (SSTO) shall automatically be coordinated with event scheduling. The SSTO program shall start HVAC equipment at the latest possible time that will allow the equipment to achieve the desired zone condition by time of occupancy. The SSTO program shall also shut down HVAC equipment at the earliest possible time before the end of the occupancy period, and still maintain desired comfort conditions.
 - a. The SSTO program shall operate in both the heating and cooling seasons.
 - 1) It shall be possible to apply the SSTO program to individual fan systems.
 - 2) The SSTO program shall operate on both outside weather conditions as well as inside zone conditions and empirical factors.
 - b. The SSTO program shall meet the local code requirements for minimum outside air while the building is occupied.
2. Event Scheduling: Provide a comprehensive menu driven program to automatically start and stop designated points or groups of points according to a stored time.
 - a. It shall be possible to individually command a point or group of points.

- b. For points assigned to one common load group, it shall be possible to assign variable time delays between each successive start or stop within that group.
 - c. The operator shall be able to define the following information:
 - 1) Time, day
 - 2) Commands, such as on, off, auto, and so forth.
 - 3) Time delays between successive commands.
 - d. There shall be provisions for manual overriding of each schedule by an appropriate operator.
 - 1) It shall be possible to schedule events up to one year in advance.
 - 2) Scheduling shall be calendar based.
 - 3) Holidays shall allow for different schedules.
3. Temperature-compensated Duty Cycling:
- a. The DCCP (Duty Cycle Control Program) shall periodically stop and start loads according to various patterns.
 - b. The loads shall be cycled such that there is a net reduction in both the electrical demands and the energy consumed.
4. Automatic Daylight Savings Time Switchover: The system shall provide automatic time adjustment for switching to/from Daylight Savings Time.
5. Night Setback Control: The system shall provide the ability to automatically adjust setpoints for night control.
6. The Peak Demand Limiting (PDL) program shall limit the consumption of electricity to prevent electrical peak demand charges.
- a. PDL shall continuously track the amount of electricity being consumed, by monitoring one or more electrical kilowatt-hour/demand meters. These meters may measure the electrical consumption (kWh), electrical demand (kW), or both.
 - b. PDL shall sample the meter data to continuously forecast the demand likely to be used during successive time intervals.
 - c. If the PDL forecasted demand indicates that electricity usage is likely to exceed a user preset maximum allowable level, then PDL shall automatically shed electrical loads.
 - d. Once the demand peak has passed, loads that have been shed shall be restored and returned to normal control.
- D. DDC and HVAC Mechanical Equipment Controllers shall be able to execute custom, job-specific processes defined by the user, to automatically perform calculations and special control routines.
- 1. A single process shall be able to incorporate measured or calculated data from any and all other DDC and HVAC Mechanical Equipment Controllers on the network. In

- addition, a single process shall be able to issue commands to points in any and all other DDC and HVAC Mechanical Equipment Controllers on the network. Database shall support 30-character, English language point names, structured for searching and logs.
2. Processes shall be able to generate operator messages and advisories to operator I/O devices. A process shall be able to directly send a message to a specified device or cause the execution of a dial-up connection to a remote device, such as a printer or pager.
 3. DDC and HVAC Mechanical Equipment Controller shall provide a HELP function key, providing enhanced context sensitive on-line help with task orientated information from the user manual.
 4. DDC and HVAC Mechanical Equipment Controller shall be capable of comment lines for sequence of operation explanation.
- E. Alarm management shall be provided to monitor and direct alarm information to operator devices. Each DDC and HVAC Mechanical Equipment Controller shall perform distributed, independent alarm analysis and filtering to minimize operator interruptions due to non-critical alarms, minimize network traffic and prevent alarms from being lost. At no time shall the DDC and HVAC Mechanical Equipment Controller's ability to report alarms be affected by either operator or activity at a PC workstation, local I/O device, or communications with other panels on the network.
1. All alarm or point change reports shall include the point's English language description and the time and date of occurrence.
 2. The user shall be able to define the specific system reaction for each point. Alarms shall be prioritized to minimize nuisance reporting and to speed operator response to critical alarms. A minimum of six priority levels shall be provided for each point. Point priority levels shall be combined with user definable destination categories (PC, printer, DDC Controller, etc.) to provide full flexibility in defining the handling of system alarms. Each DDC and HVAC Mechanical Equipment Controller shall automatically inhibit the reporting of selected alarms during system shutdown and start-up. Users shall have the ability to manually inhibit alarm reporting for each point.
 3. Alarm reports and messages will be directed to a user-defined list of operator devices or PCs based on time (after-hours destinations) or based on priority.
 4. In addition to the point's descriptor and the time and date, the user shall be able to print, display, or store a 200-character alarm message to more fully describe the alarm condition or direct operator response.
 5. In dial-up applications, operator-selected alarms shall initiate a call to a remote operator device.
- F. A variety of historical data collection utilities shall be provided to manually or automatically sample, store and display system data for points as specified in the I/O Summary. The entire collection process shall be automated so that the data collection definition, amount of data to be collected, collection report, and scheduling take the form of a wizard, or on-line assist utility, in order to complete this process within a short amount of time for a large group of points. Ability to produce a summary of changes in a log file.

1. Any point, physical or calculated, may be designated for trending. Any point, regardless of physical location in the network, may be collected and stored in each DDC and HVAC Mechanical Equipment Controllers point group. Two methods of collection shall be allowed: either by a pre-defined time interval or upon a pre-defined change of value. Sample intervals of 1 minute to 7 days shall be provided. Each DDC and HVAC Mechanical Equipment Controller shall have a dedicated RAM-based buffer for trend data and shall be capable of storing a minimum of 100 data samples. All trend data shall be available for transfer to a Workstation without manual intervention.
 - a. Time-interval based trending shall have the capability of synchronizing the trend sampling of discrete points. This allows for the comparison of values of several different points at the same moment in time.
 - b. Trended points shall have the option of sampling data values based on the condition of a “trigger” point. (i.e., conditional trending). Options for sampling shall include: always sampling as defined, only sampling when the trended point is in the alarm condition, or not sampling.
2. DDC and HVAC Mechanical Equipment Controllers shall also provide high resolution sampling capability for verification of control loop performance. Operator-initiated automatic and manual loop tuning algorithms shall be provided for operator-selected PID control loops as identified in the point I/O Summary.
 - a. Loop tuning shall be capable of being initiated either locally at the DDC and HVAC Mechanical Equipment Controller, from a network workstation, or remotely using dial-in modems. For all loop tuning functions, access shall be limited to authorized personnel through password protection.
- G. DDC and HVAC Mechanical Equipment Controllers shall be capable of automatically accumulating and storing run-time hours for digital input and output points and automatically sample, calculate, and store consumption totals for analog and digital pulse input type points, as specified in the point I/O Schedule.
- H. The peer-to-peer network shall allow the DDC and HVAC Mechanical Equipment Controllers to access any data from or send control commands and alarm reports directly to any other DDC and HVAC Mechanical Equipment Controller or combination of controllers on the network without dependence upon a central or intermediate processing device. DDC and HVAC Mechanical Equipment Controllers shall send alarm reports to multiple workstations without dependence upon a central or intermediate processing device. The peer-to-peer network shall also allow any DDC and HVAC Mechanical Equipment Controller to access, edit, modify, add, delete, backup, and restore all system point database and all programs.
- I. The peer-to-peer network shall allow the DDC and HVAC Mechanical Equipment Controllers to assign a minimum of 50 passwords access and control priorities to each operator individually. The logon password (at any PC workstation or portable operator terminal) shall enable the operator to monitor, adjust, and control the points that the operator is authorized for. All other points shall not be displayed on the PC workstation or portable terminal (e.g., all base building and all tenant points shall be accessible to any base

building operators, but only tenant points shall be accessible to tenant building operators). Passwords and priorities for every point shall be fully programmable and adjustable.

1. Passwords shall have the option to be configured to expire within a selected timeframe (1-365 days).
2. Configuring the password expiration shall also enable the functionality to lock-out a user account after three failed log-on attempts.

2.6 PERSONAL COMPUTER OPERATOR WORKSTATION HARDWARE

- A. Compatibility requires the existing central computer to store all databases and software programs for immediate automatic download to this facility as well as perform the functions specified below. The Contractor shall upload programs and databases for this facility to the central computer.
- B. Load database and HVAC programs for retrieval and automatic downloading to the building network.

2.7 FIELD DEVICES

- A. Provide instrumentation as required for monitoring, control, or optimization functions. All devices and equipment shall be approved for installation by DCPS.

2.8 ELECTRONIC SENSORS:

- A. Description: Vibration and corrosion resistant; for wall or immersion mounting as required.
- B. Thermistor Temperature Sensors and Transmitters:
 1. Accuracy: Plus or minus 0.5 deg F at calibration point.
 2. Wire: Twisted, shielded-pair cable.
 3. Insertion Elements in Ducts: Single point, 6 inches long; use where not affected by temperature stratification or where ducts are smaller than 4 sq. ft.
 4. Pipe temperature sensing elements: 20,000-ohm thermistor temperature sensors with an accuracy of $\pm 1\%$ accuracy. Their range shall be -5- to 250 deg. F. Limited range sensors shall be acceptable provided they can sense the range expected for the point at the specified accuracy. Thermal wells with heat conductive gel shall be included
 5. Room Sensors: Range of 32 to 122 deg F.
- C. Transducers: Differential pressure transducers shall be electronic with a 4-20 mA. output signal compatible to the Direct Digital Controller. Wetted parts shall be stainless steel. Unit shall be designed to operate in the pressure ranges involved.

2.9 STATUS SENSORS

- A. Power Monitor: 3-phase type with disconnect/shorting switch assembly, listed voltage wand current transformers, with pulse kilowatt hour output and 4- to 20-mA kW output, with maximum 2 percent error at 1.0 power factor and 2.5 percent error at 0.5 power factor.
- B. Current Switches: Self-powered, solid-state with adjustable trip current, selected to match current and system output requirements.

2.10 CONTROL VALVES

- A. Valve housing shall consist of forged brass rated at no less than 360 psi at 250°F. Standard valve ball shall consist of chemical nickel-plated brass. Valve shall have a blow-out proof stem with two EPDM O-rings with minimum 600 psi rating. Valve stem assembly shall be of a pack-less design and be field-replaceable without removing the valve body from the piping. Manufacturer shall be able to provide glass-filled polymer ball insert to make flow control equal percentage. Valves shall be HONEYWELL "VBN" or equal.
- B. 2-way valves shall have EPDM O-rings behind ball seals to allow for a minimum close-off pressure of 100 psi with actuator which provides 35lb-in. torque for ½ to 3 in. sizes. Valve shall be available with a minimum of 53 unique Cv values. Valve shall be available with threaded (FNPT) end connections.
- C. Direct coupled actuator shall accept analog modulating (0-10Vdc) signal as indicated in the control sequences. Actuators shall be HONEYWELL "MN7507" or equal. Actuators shall provide minimum torque required for full valve shutoff position. Wiring terminals shall be provided for installation to control signal and power wiring. Actuators shall be provided with identification tags indelibly marked with Cv, model number, and tag location

PART 3 - EXECUTION

3.1 EXAMINATION

- A. The project plans shall be thoroughly examined for control device and equipment locations. Any discrepancies, conflicts, or omissions shall be reported to the Engineer for resolution before rough-in work is started.
- B. The controls contractor shall inspect the site to verify that equipment is being installed as shown. Any discrepancies, conflicts, or omissions shall be reported to the Engineer for resolution before rough-in work is started.
- C. The controls contractor shall examine the drawings and specifications for other parts of the work. If head room or space conditions appear inadequate, or if any discrepancies occur between the plans and the Contractor's work, the control contractor shall report these discrepancies to the Engineer and shall obtain written instructions for any changes necessary to accommodate the Contractor's work with the work of others.

3.2 PROTECTION

- A. The controls contractor shall protect all work and material from damage by its employees and/or subcontractors and shall be liable for all damage thus caused.
- B. The controls contractor shall be responsible for its work and equipment until finally inspected, tested, and accepted.

3.3 COORDINATION

A. Submittals:

1. Refer to the “Submittals” paragraph in Part 1 of this Specification for requirements.

- B. The controls contractor is responsible for the interface of control products provided by multiple suppliers regardless of where this interface is described within the Contract Documents.

3.4 GENERAL WORKMANSHIP

- A. Install equipment and wiring/raceway parallel to building lines (i.e., horizontal, vertical, and parallel to walls) wherever possible.
- B. Install all equipment in readily accessible locations as defined by Chapter 1, Article 100, Part A of the National Electrical Code (NEC).
- C. Verify integrity of all wiring to ensure continuity and freedom from shorts and grounds.
- D. All equipment, installation, and wiring shall comply with acceptable industry specifications and standards for performance, reliability, and compatibility and be executed in strict adherence to local codes and standard practices.

3.5 FIELD QUALITY CONTROL

- A. Controls contractor shall have a 6 Sigma, ISO 9001 or equivalently certified quality manager on staff to inspect the project execution and to enforce quality standards.
- B. All work, materials, and equipment shall comply with the rules and regulations of applicable local, state, and federal codes and ordinances as identified in Specification Section 230100.
- C. Controls contractor shall continually monitor the field installation for code compliance and quality of workmanship.

- D. Controls contractor shall have work inspected by local and/or state authorities having jurisdiction over the work.

3.6 WIRING

- A. All control and interlock wiring shall comply with national and local electrical codes and Division 26 of this Specification. Where the requirements of this Section differ from those in Division 26, the requirements of this Section shall take precedence.
- B. All NEC Class 1 (line voltage) wiring shall be UL-Listed in approved 3/4" conduit according to NEC and Division 26 requirements.
- C. All low-voltage wiring shall meet NEC Class 2 requirements. (Low-voltage power circuits shall be sub fused when required to meet Class 2 current limit.)
- D. Where NEC Class 2 (current-limited) wires are in concealed and accessible locations, including ceiling return air plenums, approved cables not in conduit may be used provided that cables are UL-Listed for the intended application. For example, cables used in ceiling plenums shall be UL-Listed specifically for that purpose.
- E. All wiring in mechanical, electrical, or service rooms, or where subject to mechanical damage, shall be installed in conduit.
- F. Do not install Class 2 wiring in conduit containing Class 1 wiring. Boxes and panels containing high voltage wiring and equipment may not be used for low-voltage wiring except for the purpose of interfacing the two (e.g., relays and transformers).
- G. Do not install control wiring in conduit containing line voltage.
- H. Where plenum-rated cable is run exposed, wiring is to be run parallel along a surface or perpendicular to it and neatly tied at 3 m (10 ft) intervals.
- I. Where plenum-rated cable is used without conduit, it shall be supported from or anchored to structural members. Cables shall not be supported by or anchored to electrical conduits, piping, or ceiling suspension systems.
- J. All wire-to-device connections shall be made at a terminal block or wire nut. All wire-to-wire connections shall be at a terminal strip or wire nut.
- K. All wiring within enclosures shall be neatly bundled and anchored to permit access and prevent restriction to devices and terminals.
- L. Maximum allowable voltage for control wiring shall be 120 V. If only higher voltages are available, the Contractor shall provide step-down transformers or interposing relays.
- M. All plenum-rated wiring shall be installed as continuous lengths, with no splices permitted between termination points.

- N. All wiring in conduit shall be installed as continuous lengths, with no splices permitted between termination points or junction boxes.
- O. Maintain fire rating at all penetrations. Install plenum wiring in sleeves where it passes through walls and floors.
- P. Size and type of conduit and size and type of wire shall be the responsibility of the Contractor, in keeping with the manufacturer's recommendations and NEC requirements, except as noted elsewhere.
- Q. Include one pull string in each conduit 3/4 in. or larger.
- R. Control and status relays are to be located in designated enclosures only. These enclosures can include packaged equipment control panel enclosures unless they also contain Class 1 starters.
- S. Conceal all conduit, except within mechanical, electrical, or service rooms. Install conduit to maintain a minimum clearance of 15 cm (6 in.) from high-temperature equipment (e.g., steam pipes or flues).
- T. Secure conduit with conduit clamps fastened to the structure and spaced according to code requirements. Conduit and pull boxes may not be hung on tie rods.
- U. The controls contractor shall terminate all control and/or interlock wiring and shall maintain updated (as-built) wiring diagrams with terminations identified at the job site.
- V. Flexible metal conduits and liquid-tight, flexible metal conduits shall not exceed 1 m (3 ft) in length and shall be supported at each end. Flexible metal conduit less than 1/2-inch electrical trade size shall not be used. In areas exposed to moisture, including chiller and boiler rooms, liquid-tight, flexible metal conduits shall be used.
- W. Conduit must be adequately supported, properly reamed at both ends, and left clean and free of obstructions. Conduit sections shall be joined with couplings (according to code). Terminations must be made with fittings at boxes, and ends not terminating in boxes shall have bushings installed.

3.7 COMMUNICATION WIRING

- A. The controls contractor shall adhere to the items listed in the "Wiring" paragraph in PART 3 of the Specification.
- B. All cabling shall be installed in a neat and workmanlike manner. Follow manufacturer's installation recommendations for all communication cabling.
- C. Do not install communication wiring in raceway and enclosures containing Class 1 or other Class 2 wiring.

- D. Maximum pulling, tension, and bend radius for cable installation, as specified by the cable manufacturer, shall not be exceeded during installation.
- E. Controls contractor shall verify the integrity of the entire network following the cable installation. Use appropriate test measures for each particular cable.
- F. When a cable enters or exits a building, a lightning arrestor must be installed between the lines and ground. The lightning arrestor shall be installed according to the manufacturer's instructions.
- G. All runs of communication wiring shall be un-spliced length when that length is commercially available.
- H. All communication wiring shall be labeled to indicate origination and destination data.
- I. Grounding of coaxial cable shall be in accordance with NEC regulations article on "Communications Circuits, Cable, and Protector Grounding."

3.8 IDENTIFICATION OF HARDWARE AND WIRING

- A. All wiring and cabling, including that within factory-fabricated panels shall be labeled at each end within 5 cm (2 in.) of termination with the DDC address or termination number.
- B. Permanently label or code each point of field terminal strips to show the instrument or item served.
- C. Identify control panels with minimum 1 cm (1/2 in.) letters on laminated plastic MIDWAY ELEMENTARY SCHOOL, DINWIDDIE ELEMENTARY SCHOOL, or DINWIDDIE MIDDLE SCHOOL nameplates.
- D. Identify all other control components with permanent labels. All plug-in components shall be labeled such that removal of the component does not remove the label.
- E. Identify room sensors with nameplates.
- F. Manufacturers' nameplates and UL or CSA labels are to be visible and legible after equipment is installed.
- G. Identifiers shall match record documents.

3.9 PROGRAMMING

- A. Provide sufficient internal memory for the specified sequences of operation and trend logging.

- B. Point Naming: System point names shall be modular in design, allowing easy operator interface without the use of a written point index. Point Naming standard shall be agreed upon between Owner and Controls Contractor. Refer to “Submittals” in PART 1.
- C. Operator Interface:
 - 1. Standard graphics – Provide graphics for all mechanical systems and floor plans of the building. Point information on the graphic displays shall dynamically update. Show on each graphic all input and output points for the system. Also show relevant calculated points, such as setpoints.
 - 2. Show Dashboard for all equipment on a “graphic” summary table. Provide dynamic information for each point shown.

3.10 CONTROL SYSTEM FUNCTIONAL VERIFICATION

- A. Perform a three-phase commissioning procedure consisting of field I/O calibration and commissioning, system commissioning and integrated system program commissioning. Document all commissioning information on commissioning data sheets that shall be submitted prior to acceptance testing. Commissioning work that requires shutdown of system or deviation from normal function shall be performed when the operation of the system is not required. The commissioning must be coordinated with the Owner to ensure systems are available when needed. Notify the operating personnel, in writing, of the testing schedule so that authorized personnel from the Owner are present throughout the commissioning procedure.
- B. Phase I – Field I/O Calibration and Commissioning:
 - 1. Verify that each control panel has been installed according to plans, specifications, and approved shop drawings. Calibrate, test, and have signed off each control sensor and device. Commissioning to include, but not be limited to:
 - a. Sensor accuracy at 10, 50 and 90% of range.
 - b. Sensor range.
 - c. Verify analog limit and binary alarm reporting.
 - d. Point value reporting.
 - e. Binary alarm and switch settings.
 - f. Actuator and positioner spring ranges if pneumatic actuation is utilized.
 - g. Fail safe operation on loss of control signal, pneumatic air, electric power, network communications, etc.
- C. Phase II – System Commissioning:
 - 1. Each DDC program shall be put online and commissioned. The controls contractor shall, in the presence of the Owner and Engineer, demonstrate each programmed sequence of operation and compare the results, in writing. In addition, each control loop shall be tested to verify proper response and stable control, within specified accuracy. System program test results shall be recorded on commissioning data

sheets and submitted for record. Any discrepancies between the specification and the actual performance will be immediately rectified and re-tested.

D. Phase III – Integrated System Program Commissioning:

1. Tests shall include, but not be limited to:
 - a. Data communication, both normal and failure modes.
 - b. Fully loaded system response time.
 - c. Impact of component failures on system performance and system operation.
 - d. Time/Date changes.
 - e. End of month/end of year operation.
 - f. Season changeover.
 - g. Global application programs and point sharing.
 - h. System backup and reloading.
 - i. System status displays.
 - j. Diagnostic functions.
 - k. Power failure routines.
 - l. Battery backup.
 - m. Testing of all electrical and HVAC systems with other division of work.
2. Submit for approval, a detailed acceptance test procedure designed to demonstrate compliance with contractual requirements. This Acceptance test procedure will take place after the commissioning procedure but before final acceptance, to verify that sensors and control devices maintain specified accuracy and the system performance does not degrade over time.
3. Using the commissioning test data sheets, the controls contractor shall perform an audit comparison to confirm that all existing points have been integrated into the new Building Controller including but not limited to physical inputs and outputs, setpoints, alarm points, and virtual points. Controls contractor shall confirm that any and all slaved points residing on DDC controllers have been recreated in the new Building Controller.
4. The controls contractor shall develop new user interface graphics for dynamic floor plans, dynamic HVAC unit schematics, dynamic central plant diagrams, lighting dashboard, HVAC dashboard, demand response dashboard, alarm console, zone schedules, and point trends.

3.11 CONTROL SYSTEM DEMONSTRATION AND ACCEPTANCE

A. Demonstration:

1. Prior to acceptance and as a condition of meeting the requirements of Substantial Completion, the control system shall undergo a series of performance tests to verify operation and compliance with this Specification. These tests shall occur after the controls contractor has completed the installation, started up the system, and performed his/her own tests.
2. The tests described in this Section are to be performed in addition to the tests that the Contractor performs as a necessary part of the installation, start-up, and debugging

process and as specified in the “Control System Checkout and Testing” paragraph in Section 3.10 of this Specification. The Engineer will be present to observe and review these tests. The Engineer shall be notified at least 10 days in advance of the start of the testing procedures.

3. The controls contractor shall conduct a workstation only control point validation by searching for failed or erroneous values. Any and all failed or erroneous values shall be logged and reported to the Owner.
4. Demonstrate compliance with sequences of operation through all modes of operation.
5. Additionally, the following items shall be demonstrated:
 - a. DDC control loop response: The controls contractor shall supply trend data output in a graphical form showing the step response of each DDC control loop. The test shall show the loop’s response to a change in set point, which represents a change of actuator position of at least 25% of its full range. The sampling rate of the trend shall be from 10 seconds to 3 minutes, depending on the speed of the loop. The trend data shall show for each sample the setpoint, actuator position, and controlled variable values. Any loop that yields unreasonably under-damped or over-damped control shall require further tuning by the Contractor.
 - b. Optimum start/stop: The controls contractor shall supply a trend data output showing the capability of the algorithm. The change-of value or change-of-state trends shall include the output status of all optimally started and stopped equipment, as well as temperature sensor inputs of affected areas.
 - c. Operational logs for each system that indicate all setpoints, operating points, valve positions, mode, and equipment status shall be submitted to the Architect/Engineer. These logs shall cover three 48-hour periods and have a sample frequency of not more than 10 minutes. The logs shall be provided in both printed and electronic formats.
6. Any tests that fail to demonstrate the operation of the system shall be noted and reported to the Owner. It shall be at the discretion of the Owner to engage with the controls contractor to correct any sensor, actuator, or any other hardware failures that may be discovered as a result of the tests.

B. Acceptance:

1. All tests described in this Specification shall have been performed to the satisfaction of both the Engineer and Owner prior to the acceptance of the control system as meeting the requirements of completion. Any tests that cannot be performed due to circumstances beyond the control of the controls contractor may be exempt from the completion requirements if stated as such, in writing, by the Engineer. Such tests shall then be performed as part of the warranty.
2. The system shall not be accepted until all forms and checklists completed as part of the demonstration are submitted and approved as required in PART 1, “Submittals.”

3.12 TRAINING

- A. The controls contractor shall provide competent instructors to give full instruction to designated personnel in the adjustment, operation and maintenance of the system installed. Factory employed/certified instructors shall be thoroughly familiar with all aspects of the subject matter they are to teach. All training shall be held during normal work hours of 7:00 a.m. to 3:00 p.m. weekdays.
- B. Provide a minimum combined 16 hours of on-site training/orientation session and classroom or on-line training session for personnel designated by the Owner. Coordinate training sessions with the owner

END OF SECTION 230900

**SECTION 232533 - WATER TREATMENT AND TEMPORARY SUB-MICRON FILTRATION
HYDRONIC SYSTEMS**

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 SUMMARY

- A. Section includes the following for hydronic systems:

1. Automatic chemical-feed equipment
2. Chemicals
3. Temporary hydronic sub-micron filtration

1.3 DEFINITIONS

- A. TSS: Total suspended solids are solid materials, including organic and inorganic, that are suspended in the water.
- B. TDS: Total dissolved solids consist of salts and other materials that combine with water as a solution.

1.4 SUBMITTALS

- A. Product Data: Include rated capacities, operating characteristics, installation diagrams, and furnished specialties and accessories for the following products:
 1. Bypass feeders.
 2. Water meters.
 3. Chemical-treatment test equipment.
 4. Chemical material safety data sheets.
 5. Inhibited propylene glycol (Dinwiddie MS only).
 6. Laser Particle Distribution (LPD) Water Analysis.
 7. Spill containment.

1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For all controllers to include in emergency, operation, and maintenance manuals.
- B. Laser Particle Distribution (LPD) Water Analyses.
- C. Chemical service reports for each hydronic system.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Provide and install all chemicals, components and additional materials required to maintain proper water treatment in hydronic systems. The contents of this specification are written with the intention to control scale, corrosion and microbiological fouling and provide high quality water for high efficiency HVAC systems.
- B. Provide and install temporary sub-micron filtration equipment. Sub-micron filtration should be provided for the duration of construction or a minimum of 90 days to ensure hydronic system is clean and free of TSS. Sub-micron filtration shall reduce TSS to the sub-micron level to reduce system fouling, clogged strainers, system down time, and prevent reduction in design efficiency.

2.2 CLOSED LOOP SYSTEMS

- A. Provide and install on each closed water recirculating system, a 5-gallon bypass pot feeder. Feeder shall be of steel construction and shall have a working pressure of 300 psi. Provide inlet, outlet and drain valves. Feeder shall sit on stands and have a drain at the bottom.
- B. Provide Jacklyn Industries WM 8588 Neutral pH pre-operation cleaner prior to system start-up to remove oil and mill-scale from system.
- C. Provide Jacklyn Industries WM 8676 Nitrite corrosion inhibitor.

2.3 CLOSED LOOP SYSTEMS WITH GLYCOL (Dinwiddie MS only)

- A. Provide and install on each closed water recirculating system, a 5-gallon bypass pot feeder. Feeder shall be of steel construction and shall have a working pressure of 300 psi. Provide inlet, outlet and drain valves. Feeder shall sit on stands and have a drain at the bottom
- B. Provide inhibited ethylene glycol to match existing concentration or 25%, whichever is higher. Glycol concentration shall be measured prior to any demolition.

2.4 TEMPORARY HYDRONIC SUB-MICRON FILTRATION

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - 1. Waltz Engineered Sales Sub-Micron Filtration
- B. The Hydronic Sub-Micron Filtration system shall be designed to filter water in closed HVAC hydronic loops. The filter system shall be installed in a side stream method to the hydronic loops to allow the removal of suspended solids down to 0.45 micron nominal. The filters shall be fully automated to perform continuous filtration and backwash cycles based on pressure differential and/or time.
- C. Nominal continuous 0.45 sub-micron multi-media for removal of suspended solids. Must use Cross-Radial Flow Technology (percolation filtration is not acceptable), maximizing contact between process water and the filter's media and not compressing the media with a direct downward force.
- D. 16" filters are rated for 35 GPM filtrate capacity. Footprint dimension: 34" wide x 34" length x 65" height. Filter shall be mounted on a portable base.
- E. Company supplying rental filtration shall have a minimum of 10 years' experience in sub-micron filtration rental.
- F. Contractor shall hire a third-party sub-micron filtration specialist. Start filtration once the system is filled following the pre-clean process, and filter for a minimum of 90 days per system. Approved contractors listed below:
 - 1. Waltz Engineered Sales Sub-Micron Filtration
- G. Contractor must provide proof of sanitization proving filter has been properly sanitized to reduce system cross contamination risks.
- H. Contact: Waltz Engineered Sales, Inc. (866) 829-0005.

PART 3 - EXECUTION

3.1 WATER ANALYSIS

- A. Particle Distribution (LPD) Water Analysis: Filter supplier shall conduct two (2) LPD analyses for each filter to include an initial water sample from all hydronic water circulating loops at the filter inlet. At the end of the 90-day period, one (1) additional water sample will be taken from the filter inlet for performance evaluation. LPD analyses shall be conducted by an independent water analysis laboratory. Before filter is disconnected, contractor shall forward a copy of all documented results to the engineer for final review.

- B. Perform an analysis of the domestic supply water on the project site to establish incoming water quality baseline.

3.2 WATER TREATMENT EQUIPMENT INSTALLATION

- A. Install bypass piping around the main system pumps.
- B. Install all equipment level and plumb.
- C. Line side power wiring shall be provided by Division 26 - Electrical. Provide certified wiring schematics to Division 26 - Electrical for associated equipment
- D. Install five gallon shot feeder in main pump bypass piping on closed loop systems (One for each closed loop system).
- E. Install inlet and outlet shut-off valves for all hydronic water treatment equipment.
- F. Allow enough space to service and use water treatment equipment.

3.3 TEMPORARY HYDRONIC SUB-MICRON FILTRATION INSTALLATION

- A. Piping taps for the temporary filter shall be 1 1/2", with 1 1/2" ball valves for filter isolation. Taps shall be located at either 3:00 or 9:00 o'clock on either the supply or return header loop with a minimum distance of 6'-0" apart. Unit shall be located within 20'-0" of piping taps. All piping to and from filter shall be provided by contractor. Contractor shall coordinate filter taps and location.
- B. Backwash Supply: Filter systems shall require city water for backwash at a minimum of 20 GPM at 30-100 PSIG. Piping for backwash shall be minimum 3/4" diameter.
- C. Backwash Drain: Filter systems shall require minimum 1" diameter to nearest drain.
- D. Electrical: Filter system shall operate at 120V/1ph/60HZ. Electrical cord shall be supplied for receptacle connection.
- E. Temporary Filter shall have all necessary components to provide a working sub-micron filtration system on each system for a minimum of 90 days.

3.4 WATER TREATMENT SERVICE (Midway ES and Dinwiddie ES only)

- A. One sole contractor shall be responsible for administering the cleaning, flushing, filtering, and complete water treatment process.
- B. Following initial fill and leak test by mechanical contractor, water treatment contractor shall install pre-treatment cleaner for the removal of oil, dirt, and mill-scale from the construction process. Allow cleaner to circulate for 24-48 hours. Mechanical contractor shall operate all

system isolation valves and coordinate with the controls contractor to ensure all legs of the hydronic system have been opened. All components shall be on-line with exception to the equipment utilizing flushing bypasses to prevent unit clogging during the startup and cleaning process.

- C. After system has been circulated for the recommended amount of time, begin a running flush to remove the cleaner chemical from the system. Flush system until the pH of system is within 0.5 of the domestic water pH and 10% of the domestic conductivity.
- D. Install corrosion inhibitor for all systems and maintain system parameters within the following limits:
 - 1. Closed Loop Systems:

Parameter	Limit
Total Hardness (ppm)	30-500
Alkalinity (ppm)	30-500
Chlorides (ppm)	Less than 200
Conductivity (μ S/cm)	Less than 3,000
pH	8-11
TDS (ppm)	Less than 2,000
Sodium Nitrite (ppm)	800-1200

- E. Install and start sub-micron filters on all hydronic systems and perform initial LPD Analyses.
- F. The water treatment contractor shall make regular visits to the site during the first year's operation (once a month). A report containing findings and recommendations shall be submitted to the Owner following each visit.
- G. At project completion, provide water quality reports for each system. Provide reports for initial and final LPD analyses.

3.5 WATER TREATMENT SERVICE (Dinwiddie MS only)

- A. One sole contractor shall be responsible for administering the cleaning, filtering, and complete water treatment process.
- B. Install and start sub-micron filters on all hydronic systems and perform initial LPD Analyses.
- C. The water treatment contractor shall make regular visits to the site during the first year's operation (once a month). A report containing findings and recommendations shall be submitted to the Owner following each visit.
- D. At project completion, provide water quality reports for each system. Provide reports for initial and final LPD analyses.

3.6 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and equipment installations, including connections.

END OF SECTION 232533

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/Engineer.

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 drawings and 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 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
IBC	International Building Code
ICC	International Code Council
ICEA	Insulated Cable Engineers Association
IEEE	Institute of Electrical and Electronics Engineers
IESNA	Illuminating Engineering Society of North America
NEC 2017	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, 2018 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 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:

Submittal
Information
Required:

Power Distribution Equipment (Panelboards)Product Data
General Electric / ABB Company
Square D Company
Eaton/Cutler-Hammer
Siemens

- 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)
Emergency Pushbuttons
Infrared Scans of the Panelboards

- 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, Engineer 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/Engineer 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. Removal of Existing Electrical Distribution System:
 - a. Removal of existing electrical distribution system equipment shall include equipment's associated wiring including conductors, cables, exposed conduit, surface metal raceways, boxes, fittings, etc., back to equipment's source or as indicated on the electrical drawings.
 - 4. 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”.

The following list states materials for which Operation and Maintenance Data submittals shall be made:

- Power Distribution Equipment (Panelboards & Disconnect Switches)
- Infrared scans of the panelboards

3.7 EQUIPMENT INVENTORY

- A. Provide a complete equipment inventory for all Electrical Equipment listed below. Refer to Appendix A in this section for the required template. A separate form shall be provided for each new piece of equipment provided.
- B. Prior to substantial completion, submit the equipment inventory forms for review. Once approved, include the forms in the operation and maintenance manual.

The following list states materials for which equipment inventory shall be made:

- Power Distribution Equipment (Panelboards & Disconnect Switches)

APPENDIX A

New Equipment Inventory

Project Name: (Add Project Name)

Project Address: Add Project Address)

Description of Item: _____
(ex. Switchboard, Panelboards, Generator, Lighting, etc.)

Classification:

- Lighting
- Power Distribution
- Auxiliary Systems

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 #: _____

END OF SECTION 260100

THIS PAGE INTENTIONALLY LEFT BLANK

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 or in other specifications. 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 1/2" 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. Schedule 40 PVC conduit may be used only below grade, under concrete slabs-on-grade and other locations where specifically indicated.

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 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 mechanical drawings, and finish conditions and arrange work as required to meet such conditions to the approval of the Architect.
- C. Verify the exact swing of doors and locations of furniture and built-in cabinetry prior to installing outlets for switches and receptacles and make the necessary adjustments in location and mounting height of same to avoid conflicts at no additional cost. Coordinate outlets with change orders, addenda, and job site differences.

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:
1. Circuits 0 to 600 amperes shall be protected by BUSSMANN Low-Peak, Limitron, or Fusetron (RK5, 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, panelboards, motor controllers, and contactors 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. Panelboards and Transformers: First line of label shall state name of panel as shown on the drawings. Second line shall state from where the panel is fed. Lettering shall be 3/8" high.

Example:	Panel L-100	Transformer TC-1
	Fed from MDS	Fed From Panel #1
	Circuit # _____	Circuit # _____
	Voltage _____	Voltage _____

2. Motor Controller: Motor controller shall be labeled in 1/4" high letters. First line shall state the duty of motor and number if more than two motors have the same duty. Second line shall state from what panel the controller is fed.

Example:	Chilled Water Pump No. 2
	Fed from Panel 100
	Circuit # _____
	Voltage _____

3. 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 _____

4. Disconnect Switches: Disconnect switches and contactors shall be labeled in 1/4" high letters. First line shall state what the switch/contacter is feeding. Second line shall state from which circuit and panel the switch/contacter/time clock is fed.

D. Attach labels with a minimum of two rivets or sheet metal screws. Adhesive-backed labeling will not be accepted.

E. Workspace indication for all electrical equipment (Panelboards): Provide 3" wide, 5 mil floor marking safety vinyl tape (striped black and yellow) to show working clearances in the direction of access to live parts. Working clearance around equipment shall not be less than those listed in the N.E.C, Article 110.26 for all voltages specified. Do not install at flush-mounted or surface mounted panelboards and similar equipment in finished spaces, unless directed by the owner.

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 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 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.

2.11 CABLE TIES

- A. Provide cable ties in the length required. Standard, indoor cable ties shall be 7.9 inches in length minimum, 0.19 inches in width and 0.47 inches thick. The tensile strength shall be 50 pounds minimum and the maximum bundle diameter shall be 2 inches. Standard cable ties shall be black in color. Plenum rated cable ties shall be 6 inches in length minimum, .075 inches in width and 0.1 inches thick. The tensile strength shall be 50 pounds minimum

and the maximum bundle diameter shall be 1.5 inches. Plenum rated cable ties shall be maroon in color.

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 RHH: For dry locations; max operating temperature 90°C (194°F). Insulation, heat-resistant rubber; outer covering, moisture-resistant, flame-retardant, nonmetallic covering; conductor, annealed copper, compressed stranded.
 - 2. Type USE: Underground service entrance cable identified for underground use; max operating temperature 75°C (167°F). Insulation, abrasion, moisture- and heat-resistant, black vulcanized interlinked polyethylene (VIP²); conductor, annealed copper, compressed stranded.
 - 3. Type RHW: For dry and wet locations; max operating temperature 75°C (167°F). Insulation, heat-resistant rubber; outer covering, moisture-resistant, flame-retardant, nonmetallic covering; conductor, annealed copper, compressed stranded.
 - 4. 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.
5. Type XHHW: For dry and wet locations; max operating temperature 90°C (194°F) for dry locations, and 75°C (167°F) for wet locations. Insulation, flame-retardant, cross-linked synthetic polymer; conductor, annealed copper.
- C. Service entrance conductors shall be Type XHHW, RHW, or THWN.
 - D. Direct buried conductors shall be Type USE.
 - E. Unless specified otherwise, power and lighting conductors shall be 600 volt, Type THWN/THHN, or XHHW.
 - F. Where light fixtures require 90°C (194°F) conductors, provide only conductors with 90°C (194°F) insulation.
 - G. Conductors shall be continuous from outlet to outlet with splices made only in pull boxes, junction boxes, and outlet boxes.
 - H. Do not use wire smaller than #12 AWG for power or lighting wiring.
 - I. Refer to other Division 26 specification sections for type and size of wiring for Class 1, 2, and 3 circuits (circuits under 120V).] [DO NOT INCLUDE ON PROJECTS THAT HAVE NO LOW VOLTAGE WIRING OR SAY CONDUCTORS AS REQUIRED BY MANUFACTURER.
 - J. Wiring sizes #12 and #10 AWG shall be solid. Larger sizes may be stranded.
 - K. Neutral conductors shall not be under sized.
 - L. Where the standard lug sizes on circuit breakers and the main lugs on a main lug only panelboard will not accept the conductor size specified, provide Burndy Compression Type “AYP” or “AYPO” HYPLUGS or approved equal.

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 to match the existing color coding if an existing color code is present. If there is no existing color code, provide the following:

<u>120/208-Volt System</u>	<u>277/480-Volt System</u>
Phase A - black	Phase A - brown
Phase B - red	Phase B - orange
Phase C - blue	Phase C - yellow
Neutral - white	Neutral - gray
Ground - green	Ground - green

- 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.
- B. Test resistance to ground and submit readings to the Architect for review. Include the date and time of the test and the name of the individual performing the test.

END OF SECTION 260526

THIS PAGE INTENTIONALLY LEFT BLANK

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

THIS PAGE INTENTIONALLY LEFT BLANK

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.
- H. When PVC conduit is used below grade, it shall be glued together in such a manner so as to make it watertight.

PART 2 - PRODUCTS

2.1 CONDUIT

- A. Minimum size conduit shall be 1/2" unless noted or indicated otherwise on drawings. Use larger sizes as required by the NEC to accommodate the number and sizes of wires contained therein.
- B. Conduit concealed in walls or above ceilings shall be rigid (GRS), electrical metallic tubing (EMT), or intermediate metallic conduit (IMC). Flexible conduit may be used above accessible ceilings only. Conduit installed below grade and under concrete floors and slabs shall be Schedule 40 PVC, unless otherwise indicated. Conduit run vertically through concrete shall be GRS or IMC starting at 6" below the bottom of the slab. Where conduits turn up inside a wall cavity, IMC and GRS may be converted to EMT at 6" above the top of the concrete slab. No portion of the conduit radius or elbow shall be within the concrete slab. All below grade conduit elbows shall be GRS type. The use of MC or BX cable is not permitted.
- C. GRS, EMT and IMC shall be UL approved, hot-dip, high-strength, galvanized steel.
- D. Rigid PVC conduit shall be Schedule 40 (or Schedule 80 if required by the NEC), extruded from high-grade PVC compound and shall be light gray in color. Rigid PVC conduit shall be UL approved for direct burial and concrete encasement.
- E. Flexible conduit shall be galvanized, continuous spiral, single strip type. In areas subject to moisture, and where specifically indicated, flexible 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. The maximum length for flexible conduit is 72" unless as otherwise indicated.
- F. Conduit may not be run in the flutes of metal roof decking and may not be attached to any part of metal roof decking.
- G. Bury conduit run below grade a minimum of 24" below finished grade or so the top of the conduit is 6" below the bottom of the concrete slab if run underneath concrete unless indicated or required to be deeper. Increase the burial depth as required so that no part of the conduit radius is within the concrete slab where conduits turn vertical. Coordinate conduit routings and depths with all other trades and any and all existing underground utilities.
- H. Empty or spare conduits stub-ups shall be capped with a threaded cap.
- I. In areas classified as hazardous, the conduit coupling shall be below concrete slab and a single section of GRS conduit may be installed up to 18" A.F.F. to accept the required seal fitting.

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.
- E. Conduits entering service enclosures (panelboards, disconnect switches, switchboards, motor control centers, etc. used as service entrance equipment) shall be provided with specification grade, insulating, grounding type bushings. Grounding bushing shall be bonded together and bonded to the service grounding buss.

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.

2.4 PIPE SLEEVES

- A. Provide pipe sleeves where conduits larger than 2" pass through walls. Contractor shall be responsible for proper and permanent location. Conduit shall not be permitted to pass through footings, beams, or ribs, unless indicated and/or approved. Coordinate pipe sleeve locations with all other trades affected.
- B. Install pipe sleeves and properly secure in place with grout where conduit passes through masonry or concrete and at all fire-rated assemblies. Pipe sleeves shall be of a sufficient diameter to provide approximately 1/4" clearance all around the conduit. Fill void between conduit and sleeve with mineral wool to prevent sound transmission. Pipe sleeves in foundation walls shall be cast iron, 2" larger in diameter than the conduit installed. Pipe sleeves in walls, floors, and partitions shall be Schedule 40 black steel pipe. Extend sleeves above floor at least 1", pack space around conduit with fireproof material, and make watertight. Pipe sleeves passing through firewalls, smoke partitions, fire partitions, or floors shall be sealed with a UL-rated system appropriate for the specified rating.

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 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.
- 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.
- T. All conduit runs entering the building from outdoors shall be sealed against moisture migration and condensation by filling with insulating type foam.

END OF SECTION 260533

THIS PAGE INTENTIONALLY LEFT BLANK

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. Exercise special care in the location of outlet and junction boxes in order that the hanging or recessing of light fixtures will not be obstructed by piping or ductwork installed by other trades. To this end, coordinate the work with representatives of the other trades involved and by reference to the mechanical drawings.

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. Switch and Receptacle Outlet Boxes: Provide single gang outlet boxes 1-1/2" deep unless required to be larger. Provide extra deep boxes where required.
 - 2. Fixture Outlets in Ceiling: 4" octagonal, minimum. Where required to accommodate larger conduit or a larger number of wires: 4-11/16" by 2-1/8" deep.
 - 3. One-piece multi-gang boxes for use where two or more switches or receptacles are located side by side: 2-1/8" deep. Sectionalized boxes will not be allowed.
 - 4. Where larger size boxes are required or called for, they shall be similar in all other respects to the types specified above.
- D. Light fixture outlet boxes, where fixtures are to be mounted on the box, shall have suitable studs and supports for carrying the weight of the fixture. Increase box depth, as required, for additional wires and conduits.

- E. Boxes in new finished walls shall be flush mounted and have flush coverplates and proper type extension rings or plaster covers where required. Provide blank Series 302 stainless-steel coverplates on boxes not scheduled to receive coverplates of an otherwise specified type.
- F. Provide boxes located above suspended ceilings with galvanized steel covers, with openings or knockouts as required for type of service.
- G. Boxes installed in concrete construction shall be galvanized concrete type at all locations except where conduit or cast-iron boxes are required for watertight or vaportight outlets.
- H. Boxes installed in the floor shall be as specified on the drawings and shall comply with the requirements indicated on the drawings. Provide brass carpet flanges where boxes are installed in carpeted areas.

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. Install all outlet boxes flush with wall or ceiling finish.
- C. Mounting heights of outlets in tile or unplastered masonry shall be varied plus or minus to the nearest block joint so the bottom or top of the box rests on a block joint. Install outlet boxes in the same space at the same height above finished floor unless indicated or required to be otherwise.

- D. Check the location of all wall outlets prior to roughing-in conduit to verify that the outlet will clear any wall fixtures, shelving, work tables, etc., that exist or will be installed. Make necessary adjustments in the location of wall outlets to avoid conflicts as approved by the Architect and at no additional cost to the Owner.
- E. 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.
- F. 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.
- G. 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.
- H. Coordinate installation of electrical boxes and fittings with wire/cable, wiring devices, and raceway installation work.
- I. Provide "weatherproof-while-in-use" rated outlet covers for interior and exterior locations exposed to weather or moisture.
- J. 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.
- K. Install electrical boxes in those locations which ensure ready accessibility to enclosed electrical wiring.
- L. Do not install boxes back to back in walls. Provide not less than 6" (150 mm) separation. Thru-the-wall boxes may not be used.
- M. Position recessed outlet boxes accurately to allow for surface finish thickness.
- N. Set floor boxes level and flush with finish flooring material.
- O. Fasten electrical boxes firmly and rigidly to substrates or structural surfaces to which attached or solidly embed electrical boxes in concrete or masonry.
- P. Subsequent to installation of boxes, protect boxes from construction debris and damage.
- Q. Upon completion of installation work, properly ground all electrical boxes.
- R. Do not mount boxes to metal roof decking.

END OF SECTION 260534

THIS PAGE INTENTIONALLY LEFT BLANK

SECTION 262416 - PANELBOARDS

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 panelboard, load center, and enclosure work, including cabinets and cutout boxes, is indicated by drawings and schedules.
- B. Refer to other Division 26 Sections for cable/wire, connectors, and electrical raceway work required in conjunction with panelboards and enclosures; not work of this Section.

1.3 QUALITY ASSURANCE

- A. Comply with the requirements of the NEC, as applicable to installation of panelboards, cabinets, and cutout boxes. Comply with the NEC requirements pertaining to installation of wiring and equipment in hazardous locations.
- B. Comply with applicable requirements of UL 67, "Electric Panelboards," and UL 50, UL 869, UL 486A, UL 486B, and UL 1053 pertaining to panelboards, accessories, and enclosures. Provide units which are UL-Listed and labeled.
- C. Comply with NEMA 250, "Enclosures for Electrical Equipment (1,000 Volts Maximum)," and NEMA PB1, "Instructions for Safe Installation, Operation, and Maintenance of Panelboards Rated 600 Volts or Less."

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Except as otherwise indicated, provide panelboards, enclosures, and ancillary components of types, sizes, and ratings indicated, which comply with manufacturer's standard materials; design and construction in accordance with published product information; equip with proper number of unit panelboard devices as required for complete installation. Where types, sizes, or ratings are not indicated, comply with the NEC, UL, and established

industry standards for those applications indicated. Series rating is not acceptable for circuit breakers serving life safety equipment.

- B. Provide dead-front, safety-type, power distribution panelboards as indicated, with panelboard switching and protective devices in quantities, ratings, types, and arrangement shown; with mechanical type conductor connectors for Main, Neutral, and Ground lugs approve for copper or aluminum conductors. Specific circuit breaker placement is required in panelboards to match the circuit breaker placement indicated in the panelboard schedule on the drawings. Equip with copper busbars with not less than 98% conductivity and with neutral bus. Provide suitable lugs on neutral bus for outgoing circuits requiring neutral connections. Provide bolt-on molded-case main and branch circuit breaker types for each circuit, with toggle handles that indicate when tripped. Where multiple-pole circuit breakers are indicated, provide with common trip so an overload on one pole will trip all poles simultaneously. Provide panelboards with bare uninsulated grounding bars suitable for bolting to enclosures. Select enclosures fabricated by same manufacturer as panelboards, which mate properly with panelboards. Branch mounted main circuit breakers are not acceptable. Provide bottom mounted main circuit breakers for panelboards fed from below. Provide top mounted main circuit breakers for panelboards fed from above. All spaces shall have bus fully extended and drilled for the future installation of breakers.
- C. Provide galvanized sheet-steel cabinet-type enclosures, in sizes and NEMA types as indicated, code gauge, minimum 16-gauge thickness. Construct with multiple knockouts and wiring gutters. Provide fronts with adjustable trim clamps, and doors with flush locks and keys. All panelboard enclosures shall be keyed alike. Equip with interior circuit directory frame and card with clear plastic covering. Provide baked gray enamel finish over a rust-inhibitor coating. Design enclosures for flush mounting unless otherwise indicated. Provide enclosures which mate properly with panelboards to be enclosed.
- D. Provide panelboard accessories and devices, including but not necessarily limited to circuit breakers and ground-fault protection units, as recommended by panelboard manufacturer for ratings and applications indicated. Circuit breakers serving permanently connected appliances rated over 300 volt-amperes shall be capable of being locked in the "OFF" position. Provide HACR rated circuit breakers for all heating and air conditioning equipment. Provide GFCI circuit breakers where indicated. GFCI circuit breakers shall be Class A ground-fault protection (5-mA trip).

PART 3 - EXECUTION

3.1 INSPECTION

- A. Examine areas and conditions under which panelboards and enclosures are to be installed, and notify the General Contractor, in writing, of conditions detrimental to proper completion of work. Do not proceed with work until unsatisfactory conditions have been corrected.
- B. Install panelboards and enclosures as indicated, in accordance with manufacturer's published instructions, applicable requirements of the NEC and NECA "Standard of

Installation,” and in compliance with recognized industry practices to ensure that products fulfill requirements.

- C. Coordinate installation of panelboards and enclosures with raceway installation work.
- D. Tighten connectors and terminals, including screws and bolts, in accordance with equipment manufacturer’s published torque tightening values for equipment connectors. Where manufacturer’s torquing requirements are not indicated, tighten connectors and terminals to comply with tightening torques specified in UL 486A and UL 486B.
- E. Anchor enclosures firmly to walls and structural surfaces, ensuring that they are permanently and mechanically secure.
- F. Provide properly wired electrical connections within enclosures.
- G. Provide a typed circuit index card for each panelboard upon completion of installation work. Indicate load served and room number(s). Use final room numbers obtained from the Architect or Owner, not construction room numbers as shown on the drawings.

3.2 GROUNDING

- A. Provide equipment grounding connections for all panelboards. Tighten connections to comply with tightening torques specified in UL 486A and UL 486B to assure permanent and effective grounding.

3.3 FIELD QUALITY CONTROL

- A. Keep panelboards clean and free from foreign matter of any kind, before, during, and after installation.
- B. Prior to energization of circuitry, check all accessible connections to manufacturer’s tightening torque specifications.
- C. Prior to energization of panelboards, check with ground resistance tester phase-to-phase and phase-to-ground insulation resistance levels to ensure requirements are fulfilled.
- D. Prior to energization, check panelboards for electrical continuity of circuits and for short-circuits.
- E. Subsequent to wire and cable hook-ups, energize panelboards and demonstrate functioning in accordance with requirements. Where necessary, correct malfunctioning units, and then retest to demonstrate compliance.
- F. Infrared Scanning: After Substantial Completion, but not more than 60 days from Final Acceptance, perform an infrared scan of each panelboard. Remove panel fronts so joints and connections are accessible to portable scanner.

1. Instrument: Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.
2. Record of Infrared Scanning: Prepare a certified report that identifies panelboards checked and describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

END OF SECTION 262416

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.
- D. Review the mechanical drawings and specification sections for exhaust fans requiring control by wall switch, solid state speed controller, or line voltage thermostat and provide same where indicated on the electrical drawings.

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 and magnetic starters furnished under Division 23 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, magnetic contactor and /or VFD. 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/Engineer 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 torquing tools, including torque screwdriver, beam-type torque wrench, and ratchet wrench with adjustable torque settings. Where manufacturer’s torquing requirements are not available, tighten connectors and terminals to comply with torquing 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
 - 6. Kitchens and Sculleries

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

THIS PAGE INTENTIONALLY LEFT BLANK