

**Croswell Lexington
Community Schools
HVAC Controls Upgrades**

04.08.2022

2022-017



FRENCH
associates

architects planners interiors

specifications manual specifications manual specifications manual

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SECTION 00 1000 - ADVERTISEMENT FOR BIDS

PROJECT: Croswell Lexington Community Schools
HVAC Controls Upgrades
Project Numbers 2022-017

OWNER: Croswell Lexington Community Schools
5407 East Peck Road
Croswell, MI 48422

ARCHITECT: French Associates, Inc.
236 Mill Street
Rochester, MI 48307
(248) 656-1377

DUE DATE: Sealed proposals will be received until Friday, May 6, 2022 at 3:00 p.m. local time (the "Due Date") by the Owner, at the Croswell Lexington Community Schools Administration Office, 5407 East Peck Road, Croswell, MI 48422. At this time, the Owner, or its designee, will open and read aloud each proposal received on or before the Due Date. Faxed proposals will not be accepted. The Owner will not accept or consider any proposals received after the Due Date and time.

Label the sealed bid envelope as follows:
Sealed bid for HVAC Controls Upgrades

Sealed Envelope must include 2 copies of the completed Form of Proposal (section 00 4000), Familial Disclosure Statement and a Bid Bond (for Bids over \$50,000).

Any questions should be directed to the Architect's office. Contact Pam Connelly, French Associates, (248) 609-7790.

BID DOCUMENTS: Bid documents will be transmitted via email by the Architect to Contractor's only beginning on Monday, April 18, 2022. Interested bidders must send an email to pamc@frenchia.com requesting bid documents.

PROPOSAL GUARANTEE: A bid bond executed by a U.S. Treasury Listed Surety Company in favor of the Owner or a cashier's check in the amount of at least five percent (5%) of the base bid payable to Croswell Lexington Community Schools shall be submitted with each proposal. This bid bond shall accompany each proposal. Successful bidder will be required to furnish and pay for satisfactory Performance and Payment Bonds.

PRE-BID MEETING: A virtual pre-bid meeting will be held on Friday, April 29, 2022, at 3:30 p.m. local time. An invitation to the virtual pre-bid meeting will be sent to all contractors that have received the bid documents.

**FAMILIAL RELATIONSHIP
DISCLOSURE:**

All bidders must provide familial disclosure in compliance with MCL 380.1267 (P.A. 232 of 2004) and attach this information to the bid. The bids shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of the board of education or the superintendent of Croswell Lexington Community Schools. The Owner will not accept a bid that does not include this sworn and notarized disclosure statement.

**RIGHTS RESERVED
BY THE OWNER:**

The Owner reserves the right to award the Contract to other than the low bidder, accept or reject any or all bids, in whole or in part, waive any informalities, accept any bid when, in the opinion of the Owner such action will serve the best interests of the Croswell Lexington Community Schools.

NON- WITHDRAWAL:

All bids shall be held open and irrevocable for a period of sixty (60) days from the Due Date.

SIGNED:

Mr. Dan Gilbertson, Superintendent
Croswell Lexington Community Schools

END OF SECTION 00 1000

SECTION 00 2000 – INSTRUCTIONS TO BIDDERS

AIA® Document A701™ – 2018

Instructions to Bidders

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

CLCS HVAC Controls Upgrades
Croswell, MI

THE OWNER:
(Name, legal status, address, and other information)

Croswell Lexington Community Schools
5407 E Peck Road
Croswell, MI 48422
Telephone Number: 810-679-1000

THE ARCHITECT:
(Name, legal status, address, and other information)

French Associates
236 Mill Street
Rochester, MI 48307
Telephone Number: 248-656-1377

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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.)

By email

§ 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.)

By email

§ 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.)

By email

§ 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.)

5% Bid Bond or certified check

§ 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 90 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.)

Hard copy delivered to Croswell Lexington Community Schools Administration Office by bid due date and time.

§ 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.)

As required by specifications

- .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 As indicated by List of Drawings on Cover Sheet	Title	Date	
.6	Specifications			
	Section Refer to Specifications, Table of Contents	Title	Date	Pages
.7	Addenda:			
	Number	Date	Pages	
.8	Other Exhibits: <i>(Check all boxes that apply and include appropriate information identifying the exhibit where required.)</i>			
	<input type="checkbox"/> AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below: <i>(Insert the date of the E204-2017.)</i>			
	<input type="checkbox"/> The Sustainability Plan:			
	Title	Date	Pages	
	<input type="checkbox"/> Supplementary and other Conditions of the Contract:			
	Document	Title	Date	Pages
.9	Other documents listed below: <i>(List here any additional documents that are intended to form part of the Proposed Contract Documents.)</i>			

SECTION 00 2500 - SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

SUMMARY

- A. The requirements of AIA DOCUMENT A701 – 2017 Edition – INSTRUCTIONS TO BIDDERS, apply to this BID except as modified by the CONTRACT DOCUMENTS. References to the “Instructions to Bidders” hereinafter shall mean the above-titled document.
- B. Read and become familiar with, and cause each subcontractor to become familiar with all of these requirements which apply to and are binding on, all who are parties to, or are performing work under the BID.
- C. Any provisions of the Instructions to Bidders that are modified by the SUPPLEMENTARY INSTRUCTIONS TO BIDDERS are superseded to the extent of the modification only and the unmodified provisions shall remain in effect.

ARTICLE 2 – BIDDER’S REPRESENTATIVES

- A. 2.1, add the following to
 - 2.1.5 Bids shall be based on products indicated in the documents. Bidder’s proposed substitutions shall be detailed and separated from the Base Bid Price Proposal as the Bidder’s Voluntary Alternates.
Bidder’s Voluntary Alternates WILL NOT form the Bidder’s Base Bid Proposal Price. Provide information on a separate sheet stating cost differences, design differences and technical criteria interfacing with adjacent work.
 - 2.1.6 Fair Employment Practice: The bidder, its sub-bidder and agents shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, because of race, sex, color, religion, national origin, age, height, weight or marital status.

ARTICLE 3 – BIDDING DOCUMENTS

- A. 3.1 COPIES, add the following:
 - 3.1.5 The drawings and specifications are the property of the architect and must be returned in good order to the architect within ten days of the receiving of proposals.
- B. 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS, add the following:
 - 3.2.4 Bidders and sub-bidders shall promptly notify the Architect of any ambiguity, inconsistency, or error discovered in examining the documents or site and location conditions so that the Architect may issue written clarifications to all bidders. Deadline for addendum response to inquiries is five days prior to the established bid due date. The Architect may issue Addenda before receipt of bids to modify the documents. In the space provided in the bid form, bidders shall acknowledge receipt of such addenda.
- C. 3.3 SUBSTITUTIONS, add the following:
 - 3.3.5 Substitutions: The bidder shall furnish materials as specified and equipment by specified manufacturers, according to provisions of Specification Section 016000. The Bidder’s submission of voluntary alternatives and substitutions shall NOT FORM the Base Bid Price of the proposal, but are listed therein for consideration by the Owner and Architect as proposed substitutions. If accepted, base bid price will be adjusted by the amount listed. (Attach additional sheets using bidder letterhead in the event that more space is required.)

ARTICLE 4 – ADMINISTRATION OF THE CONTRACT

- A. 4.1 PREPARATION OF BIDS, add the following:
- 4.1.8 Bids shall be submitted in duplicate on forms furnished. The copies shall be enclosed in a sealed opaque envelope marked "Sealed Bid for Orion Township Station #3". Bid security is required.
- B. 4.2 BID SECURITY, add the following:
- 4.2.4 Bid security shall be for 5% of the bid amount in the form of a certified check or satisfactory bid bond with a surety licensed to do business in the State of Michigan. Surety bond shall be an AIA Document A310 Bid Bond.
- C. 4.3 SUBMISSION OF BIDS, add the following:
- 4.3.5 Sealed bids will be received as noted in the Advertisement for Bids and Bid Form. Bids will be opened publicly and read aloud by the District or the Designee.
- 4.3.6 Taxes: The bid affirms that payment of applicable federal, state and local taxes are included therein.
- 4.3.7 Unit Prices: Unit prices shall govern authorized changes in the work and shall include all charges for supervision, overhead and profit and shall be applied to new quantities. The percentages stipulated under the "Overhead and Profit" paragraph below shall not be added to the unit prices stipulated under this article. Unit prices shall be used as a basis for determining cost or credit to the Owner, resulting from a change in work, per Article 7 of the Conditions of the Contract.
- D. 4.4 MODIFICATOIN OR WITHDRAWAL OF BID, add the following:
- 4.4.5 After receipt of bids, they shall remain firm for (ninety) 90 calendar days.

ARTICLE 6 – POST-BID INFORMATION

- A. Paragraph 6.3.1, add the following:
- .4 Cost Itemizations: The bidder shall submit reasonably accurate cost itemizations within seventy-two (72) hours after the time for receipt of bids, as required by the Owner. It is understood that cost itemizations will be required for the Owner's information and accounting purposes.
- .5 Proposed Subcontractors: Within forty-eight (48) hours of the due date and the time of receiving of proposals, the apparent low bidder(s) (General Contractor[s]), shall submit to the Architect, his complete list of sub contractors for the combined work of all trades. The Contractors being considered for the contract award will be notified as soon as possible after the initial review of the proposals. Indicate proposed mechanical and electrical subcontractors on the Form of Proposal.

ARTICLE 7 – PERFORMANCE BOND AND PAYMENT BOND

- A. 7.1 BOND REQUIREMENTS, add the following to 7.1.1:
- .1 Bonds must be secured with a surety licensed to do business in the State of Michigan.
- B. 7.1 BOND REQUIREMENTS, also add the following:

7.1.3 Bonds: Prior to the signing of the contract of which these conditions shall be a part, the general contractor shall furnish performance bonds and labor and material payment bonds in such form as the Owner may require. Such bonds must be with a recognized corporate surety company licensed to do business in the State of Michigan. The general contractor's bond shall be for the full amount of the contract, including mechanical and electrical trades.

7.1.4 The accepted bidder shall be required to provide and pay for a satisfactory Performance Bond and Labor and Materials Payment Bond with a surety licensed to do business in the State of Michigan in the amount of 100% of the contract sum if over \$50,000.

- .1 The Owner may request Performance Bond and Labor and Material Payment Bond for contracts less than \$50,000.00 and in this case, the cost would be reimbursed by the Owner.

END OF SECTION 00 2500

SECTION 00 4000A - FORM OF PROPOSAL

NAME OF BIDDER: _____

We, the undersigned, agree to enter into a contract with Croswell Lexington Community Schools (here after called the Owner) to provide all labor, material and equipment necessary for the combined work for the project as proposed in accordance with the drawings and specifications prepared by French Associates, Inc.

PROJECT NAME:

Proposal A: **Cros-Lex HVAC Controls Upgrades (Base Bid)** for the sum of:

_____ Dollars

\$ _____

Frostick Alternate M1: Thermographic imaging building management system (BMS) mapping and BACnet flat plate sensor installation in existing pneumatic controlled spaces for the sum of:

_____ Dollars

\$ _____

Frostick Alternate M2: Replacement of duct hot water coil pneumatic control valve and integration of noted packaged rooftop units into building management system (BMS) for the sum of:

_____ Dollars

\$ _____

Geiger Alternate M1: Thermographic imaging building management system (BMS) mapping and BACnet flat plate sensor installation in existing pneumatic controlled spaces for the sum of:

_____ Dollars

\$ _____

High School Alternate M1: Thermographic imaging building management system (BMS) mapping and BACnet flat plate sensor installation in existing pneumatic controlled spaces for the sum of:

_____ Dollars

\$ _____

High School Alternate M2: Replacement of duct hot water coil pneumatic control valve and integration of noted packaged rooftop units into building management system (BMS) for the sum of:

_____ Dollars

\$ _____

Meyer Alternate M1: Thermographic imaging building management system (BMS) mapping and BACnet flat plate sensor installation in existing pneumatic controlled spaces for the sum of:

_____ Dollars

\$ _____

Meyer Alternate M2: Replacement of duct hot water coil pneumatic control valve and integration of noted packaged rooftop units into building management system (BMS). for the sum of:

_____ Dollars

\$ _____

Middle School Alternate M3: Thermographic imaging building management system (BMS) mapping for the sum of:

_____ Dollars

\$ _____

VOLUNTARY ALTERNATES: The following voluntary alternates are offered by the respective Bidder. The undersigned understands and agrees that the following amounts WILL NOT be included as part of the Base Bid Proposal Price. Voluntary Alternates which may be accepted by the Owner will be added or deducted from the Base Bid Proposal Price upon agreement with the successful Bidder.

1. _____

ADD / DEDUCT: _____ Dollars.

2. _____

ADD / DEDUCT: _____ Dollars.

TIME OF COMPLETION: By submitting a bid the contractor indicates they understand the Project Schedule as described in specification Section 01 1000 Summary.

ADDENDA: In the event that addenda have been received during the bidding covering changes to the drawings and specifications, the bidder shall include the following statement in his proposal:

The work described in the following addenda is included in this proposal:

Addendum No. _____ dated _____

Addendum No. _____ dated _____

SITE VISITATION:

It is recommended that each contractor visit the site in order to familiarize themselves and confirm the scope of work.

Site visited: Yes ☐ No ☐ Date _____

CROSWELL-LEXINGTON COMMUNITY SCHOOLS
HVAC CONTROLS UPGRADES
PROJECT NO. 2022-017

Acceptance of Proposal: In accepting this bid, it is understood that the right is reserved by the Owner to reject any or all bids, to waive irregularities in the bidding process or accept any bid, when in the opinion of the Owner, such action will serve the best interests of Kearsley Community Schools.

FIRM NAME: _____

ADDRESS: _____

TELEPHONE: _____

FAX NO.: _____

SIGNATURE: _____ (signature is required)

TITLE: _____

DATE: _____

WITNESS BY: _____
(Sealed, if bid is by corporation)

All Bidders must complete the following familial disclosure form in compliance with MCL 380.1267 (Public Act 232 of 2004) and attach this information to the bid.

By the attached sworn and notarized statement we are disclosing the following familial relationship(s) that exists between the owner or any employee of the bidder and any member of the Board, intermediate school board, or board of directors or the superintendent of the school district, intermediate superintendent of the intermediate school district, or chief executive officer of the public school academy.

(School District / Name) _____ will not accept a Bid that does not include this sworn and notarized disclosure statement.

Disclose any familial relationship and complete the form below in its entirety:

The following are familial relationships as described above (provide employee name, family contact name, family contact position, and familial relationship or NONE.)

PRINT:

Company Name _____ Phone _____

Street Address _____

City / State / Zip _____

Company Officer _____ Title _____

Officer's Signature _____ Date _____

STATE OF MICHIGAN)
) SS
COUNTY OF _____)

On this _____ day of _____, 20____, before me a Notary Public in and for said county, personally appeared _____ agent of the said firm _____ and who acknowledged the same to be his free act and deed as such agent.

Notary Public _____ Expiration Date _____

Seal Imprint:

END OF SECTION 00 4000

SECTION 00 6000 – OWNER/CONTRACTOR AGREEMENT

DRAFT AIA® Document A101™ – 2017

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

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

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

«Croswell Lexington Community Schools»«»
«5407 E Peck Road
Croswell, MI 48422»
«Telephone Number: 810-679-1000»
«»

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

« »« »
« »
« »
« »

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

«CLCS HVAC Controls Upgrades»
«Croswell, MI»
«

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

«French Associates»«»
«236 Mill Street
Rochester, MI 48307»
«Telephone Number: 248-656-1377»
«»

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.

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.

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

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
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- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

[☒] The date of this Agreement.

[☐] A date set forth in a notice to proceed issued by the Owner.

[☐] Established as follows:

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

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

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

§ 3.3 Substantial Completion

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

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

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

[☒] By the following date:

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

Portion of Work	Substantial Completion Date

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

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be « » (\$ « »), 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 «4th » day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the «15th » day of the «following » 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 «sixty » («60 ») 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.)

«Ten percent (10%) »

§ 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)

«Dan Gilbertson, Superintendent»

«Croswell Lexington Community Schools»

«»

«»

«»

«»

§ 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
Refer to List of Drawings on Cover Sheet		

- .6 Specifications

Section	Title	Date	Pages
Refer to Specification, Table of Contents			

- .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.)

[« »] 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)

«Dan Gilbertson»«, Superintendent»

(Printed name and title)

CONTRACTOR (Signature)

« »« »

(Printed name and title)

SECTION 00 7000 – GENERAL CONDITIONS

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

CLCS HVAC Controls Upgrades
Croswell, MI

THE OWNER:

(Name, legal status and address)

Croswell Lexington Community Schools
5407 E Peck Road
Croswell, MI 48422

THE ARCHITECT:

(Name, legal status and address)

French Associates
236 Mill Street
Rochester, MI 48307

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ADDITIONS AND DELETIONS:

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

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

Init.

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User Notes:

(880357236)

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

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

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

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

delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will

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

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

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

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

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

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

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

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

§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

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

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

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

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

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

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will

promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

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

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

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

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

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act

or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

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

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

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

§ 11.3 Waivers of Subrogation

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

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

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

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

§11.5 Adjustment and Settlement of Insured Loss

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and

approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

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

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

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

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

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

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

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

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

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

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

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

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

§ 15.2 Initial Decision

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

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

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

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

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

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

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

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

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

§ 15.3 Mediation

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

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

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

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

§ 15.4 Arbitration

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

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

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

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

§ 15.4.4 Consolidation or Joinder

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

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

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

SECTION 00 7500 - SUPPLEMENTARY GENERAL CONDITIONS

SUMMARY

- A. The requirements of AIA DOCUMENT A201 – 2017 Edition – GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, apply to this CONTRACT except as modified by the CONTRACT DOCUMENTS. References to the “General Conditions” hereinafter shall mean the above-titled document.
- B. Read and become familiar with, and cause each subcontractor to become familiar with all of these requirements which apply to and are binding on, all who are parties to, or are performing work under the CONTRACT.
- C. Make certain that all subcontractors have access to and are made aware of the provisions of the DIVISION 01 SECTIONS in addition to the trade SECTIONS of the SPECIFICATIONS and other applicable CONTRACT DOCUMENTS.
- D. Any provisions of the General Conditions that are modified by the SUPPLEMENTARY CONDITIONS or the DIVISION 01 SECTIONS are superseded to the extent of the modification only and the unmodified provisions shall remain in effect.

ARTICLE 1 – GENERAL PROVISIONS

A. 1.1 BASIC DEFINITIONS:

- 1. Paragraph .1.5 the DRAWINGS: AT THE END OF 1.1.5, add:

The Drawings that are partially diagrammatic shall not be scaled for rough-in measurements nor serve as shop drawings.

- 2. After Paragraph 1.1.8, add:

1.1.8 FURNISH

Means the procurement or fabrication of materials, equipment, or components, or the performance of services to the extent indicated or specified. Where used with respect to materials, equipment, or components, the term shall include delivery to the Project Site but is not intended to include the installation of the item, either temporary or final.

1.1.9 INSTALL

Means the placement of materials, equipment, or components, including the receiving, unloading, transporting, storage, and installing, and the performance of such testing and finish work as is compatible with the degree of installation specified.

1.1.10 PROJECT SITE

The area where the actual construction takes place and the limited adjacent areas as indicated in the Contract Documents.

1.1.11 PROVIDE

Means to furnish and install, complete and in place, including all accessories, finishes, tests, and services as required to render the item so specified completely ready for use.

B. 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS:

1. To 1.2.3, add:

- a. In the case of an inconsistency between the Drawings and the Specifications, the better quality or greater quantity of Work shall be provided unless directed otherwise by the Architect.

2. Add:

1.2.4 No guarantee of the accuracy of location of existing work, including piping, sewers, wiring, ducts, structural members and the like shown on the Drawings, or shown on reference drawings of the existing building can be given. Nor shall the Architect-Engineer assume any responsibility for the accurate location of such work. The Contractor shall have complete responsibility for the reasonable protection of existing construction whether underground, aboveground, exposed or concealed and whether shown accurately or not shown on the Drawings. The Contractor shall verify the location of all existing construction before proceeding with the Work.

1.2.5 The Documents contemplate a complete project wherein all items and systems are complete within themselves and in proper quantities and all items and systems are connected properly to other items and/or systems as required to make the project complete and without discontinuities.

1.2.6 Where any item may through oversight be omitted from schedules, Drawings or Specifications or for which no symbol or other instruction or other designation is given for identification, such items in the absence of any definite instructions from the Architect shall be furnished and installed to correspond with adjacent items or similar items for which information is given.

ARTICLE 2 – OWNER

A. 2.1 GENERAL, add:

- 2.1.3 The term “Owner’s Representative” shall mean the person designated by the OWNER as having authority to act within the rights and responsibilities of the OWNER according to the terms of the Contract Documents.

B. 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER:

1. To 2.2.3, add:

.1 Property lines (when adjacent to the WORK), location ties, and elevations of all structures to be built under this Contract are shown on the Drawings. Elevations shown for various parts of the Work are taken from an established or assumed bench mark datum, as indicated. In case of conflict therein, notify the Architect in writing prior to commencing Work.

.2 The Contractor shall avoid damage to or removal of existing benchmarks and monuments wherever possible. If such damage or removal is necessitated by operations of this Contract, the Contractor shall repair damaged items, and where feasible, replace or relocate such items, all at no cost to the owner. The Contractor shall be held responsible to see that such replaced or repaired

topographical items are accurate and correct.

.3 The Contractor shall accurately lay out the Work in conformance with indicated locations. He shall establish temporary benchmarks, stakes, and other markers as may be required for the WORK.

ARTICLE 3 – CONTRACTOR

A. 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR:

1. To 3.2.2 add:

- .1 The Contractor's report to the Architect regarding discrepancies shall be in writing.
- .2 See also the requirement from the Owner regarding Asbestos, under Article 2. B.

2. To 3.2.4 add:

.1 Any work performed by the Contractor or a Subcontractor without a Written Order or Agreement shall be deemed a part of the work required by the Contract. The Contractor or a Subcontractor shall not be entitled to receive any additional compensation for extra work unless the Owner, by its consent in writing, agrees to pay therefore prior to the commencement of the extra work; the price of alterations or extras to be done shall be fixed or agreed to in writing. The Contractor or a Subcontractor cannot make alterations unless an agreement of the Owner and the Architect to do such work is obtained in writing. If extra work is deemed necessary by the Contractor, or a Subcontractor, immediate notice thereof shall be given to the Owner and the Architect in writing.

B. 3.4 LABOR AND MATERIALS:

1. To 3.4.1 add:

Make all necessary arrangements for, and provide and maintain temporary construction services referred to in 3.4.1 and described in DIVISION 01 SECTIONS as necessary for the work of all workmen employed on the project, until completion and acceptance of the project by the Owner, or until no longer required. When no longer required, discontinue the service and remove all paraphernalia. Bear all costs, except as otherwise specified under each particular system described.

2. Add:

3.4.4 All materials and workmanship shall be first-class in every respect and, unless otherwise specified, all products shall be new and of the latest design. Should any disputes arise as to the quality and fitness of workmanship, products or items, the decisions shall rest strictly with the Architect, and shall be based upon the requirements of the Contract Documents. The Contractor shall, if required by the Architect, furnish evidence as to kind and quality of materials.

3.4.5 In general, it is the intent of the Specifications to permit the use of products of approved manufacture so long as they are fully consistent, in the opinion of the Architect, with the quality and performance requirements of the Project. The conditions and procedures governing proposed substitutions are specified in

Section 016000.

3.4.6 The provisions of standards and specifications of technical and trade organizations, underwriting agencies and similar groups that are referred to in these SPECIFICATIONS, govern the quality of products and workmanship to the extent referenced. Where products or work is specified to be in conformity with Standard Specifications of well-know or recognized technical and trade organizations, but no tests are specifically stipulated in connection therewith, the Contractor shall, on request, furnish any test or certification required by the Architect to shown that the proposed products meet with the applicable specifications, all at no cost to the Owner.

3.4.7 Products containing asbestos shall neither be proposed nor used on this Project. However, if the Contractor becomes aware of a product that contains asbestos that was inadvertently specified, the Contractor shall alert the Architect, in writing, and the Architect will direct the Contractor on an alternate product. The Contractor will be required to sign a statement that he will only install asbestos free products.

C. 3.7 PERMITS, FEES AND NOTICES, add:

3.7.5 Provide products and execute the work, including tests and inspections, in accordance with Government laws and ordinances and referenced codes and standards compliance with the applicable provisions of the Federal, State and Local current as of the issue date of this Specification, except where requirements of the contract documents modify portions of such governing laws, ordinances, codes and standards.

D. 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES, TO 3.12.5 add:

Submit shop drawings, product data and samples per Division 01 3300 "Submittal Procedures."

E. 3.15 CLEANING UP, add:

3.15.3 Remove all hazardous substances related to construction work to a state-licensed hazardous substance disposal site using closed and sealed containers. Remove all combustible debris to a state-licensed solid waste disposal site. No burning of debris or rubbish will be permitted at the site. OWNER is responsible for removal and disposal of existing hazardous substances.

F. Add paragraph 3.19 EQUAL OPPURTUNITY as follows:

3.19.1 The Contractor and all Subcontractors shall maintain policies of employment as follows:

.1 Do not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. Take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

.2 In all solicitations or advertisements for employees state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

ARTICLE 4 – ADMINISTRATION OF THE CONTRACT

A. 4.1 ARCHITECT, add:

4.1.4 The Architect for this Project is French Associates, Inc. The term Architect is synonymous with the term ARCHITECT-ENGINEER (A/E).

ARTICLE 5 – SUBCONTRACTORS

A. 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK; to 5.2.1, Add:

- .1 The above list shall be submitted within ten days of notice of award of Contract.
- .2 The submission of such list shall be construed to mean that the Contractor has solicited bids from, and has selected, subject to approval, qualified, responsible persons, contractors, or entities fully capable of producing the particular end results required to provide a complete facility for the Owner.

ARTICLE 6 – CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

A. 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS, add:

6.1.5 When Owner-furnished or Separate-Contractor-furnished equipment or material is to be utilized by the Contractor at the construction site, jointly inventory such equipment or material with the Party involved, mutually agreeing as to condition and quantities. Upon completion of the inventory, accept the equipment or material and give the Party involved a signed receipt. The Contractor shall then be responsible for the equipment or material, its protection from damage and availability for installation.

In the absence of such a joint inventory, the Contractor assumes full responsibility for such equipment or material when it comes into his possession. If the Owner or Separate Contractor fails to furnish the equipment or material within the time specified or if none is specified within a reasonable time, an equitable adjustment shall be made pursuant to provisions of the changes clause of the General Conditions.

.1 Such equipment or material will be furnished to the Contractor by any one or all of the following means. Demurrage charges resulting from delay on the part of the Contractor in any of these procedures shall be paid by the Contractor.

- a. Stored on site.
- b. Supplied FOB site, commercial carrier, for unloading at the site by the Contractor
- c. Shipped to points designed by the Contractor upon prior agreement with the Party involve.

.2 Shop drawings and material lists for all Owner-furnished or separate-

Contractor-furnished equipment or material will be furnished to Contractor. The shop drawings will indicate the specific characteristics of such equipment or material but will not necessarily show the exact methods of installation in the work of this Contract. Prepare such additional drawings as are necessary to indicate the installation and anchorage conditions of all such equipment or material.

.3 Install Owner-furnished or Separate-Contractor-furnished equipment or material in accordance with the provisions of the applicable Section of these Specifications and the manufacturer's instructions.

.4 At all times protect and preserve all materials, supplies and equipment of every description including property which may be Owner-furnished or Separate-Contractor-furnished and all work performed. All reasonable requests of the Architect-Engineer to enclose or special-protect such property shall be complied with. If, as determined by the Architect-Engineer, material, equipment, supplies and work performed are not adequately protected by the Contractor, such property may be protected by the Owner and the cost thereof may be charged to the Contractor or deducted from any payment due to him.

.5 In the process of handling and installing this equipment, the Contractor shall comply with the following requirements:

- a. Do not drag equipment into place.
- b. Use appropriate protection over floors when using metal skid plates or wooden skids on completed floor surfaces.
- c. Use load-spreading rubber-tired rollers or dollies on finished floors; do not use steel rollers or wheels.
- d. If helicopters are used, make all arrangements, obtain all approvals and necessary insurance, schedule the work to preclude interference with any other activity or structure, and observe all safety precautions necessary.
- e. Do not exceed load requirements on access flooring.
- f. All damage to finished floors or floor finishing shall be repaired by the Contractor at no cost to the Owner.

ARTICLE 7 – CHANGES IN THE WORK

- A. 7.3 CONSTRUCTION CHANGE DIRECTIVES, Add PARAGRAPH 7.3.8.1:
“The allowable markups for overhead and profit for Changes in the Work shall not exceed the following percentages. These markups shall be calculated on the net amount of a change, and shall include administration and all costs incidental to the changed work.”

	ADD	DEDUCT
Work by Own Forces	10%	0%
Work by Subcontractor	5%	0%
Materials and Equipment	5%	0%

ARTICLE 8 – TIME

- A. 8.3 DELAYS AND EXTENSIONS OF TIME

1. At the end of the 8.3.1, add:

However, minor modifications in Contract Time resulting from adjustments in the Project construction schedule shall not be deemed cause for action under this Subparagraph 8.3.1.

ARTICLE 10 – PROTECTION OF PERSONS AND PROPERTY

A. 10.1 SAFETY PRECAUTIONS AND PROGRAMS, add:

10.1.2 The Contractor shall submit to the Owner a detailed, written report of each accident that occurs at the site.

10.1.3 The Contractor represents that he is conversant with the occupational safety and health regulations for construction promulgated and in force in the state where Work is performed, and agrees to comply with all such regulations applicable to the performance of the Work. The Contractor accepts the affirmative duty of enforcing those regulations, and shall promptly advise the Owner of any investigation by "Safety Officers" at the Contractor's work place at the job site and of the outcome of any such inspection. The Contractor assumes exclusive responsibility for, and agrees to indemnify the Owner against all consequences of any violations of those regulations by the Contractor, or any Subcontractor, including the payment of any fine, penalty and interest assessed in connection therewith and any court costs and attorneys' fees incurred by the Owner.

B. 10.2 SAFETY OF PERSONS AND PROPERTY, add:

1. TO 10.2.1 add:

.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary, the Contractor shall give the Owner reasonable advance notice.

ARTICLE 11 – INSURANCE AND BONDS

A. 11.1 CONTRACTOR'S LIABILITY INSURANCE:

1. To 11.1.1, add:

The Owner and Architect shall be added as additionally insured parties to the Contractor's insurance policy and shall be covered by the insurance to the same extent as the Contractor. Contractor will furnish copies of said policy prior to starting any work on site or upon signing of contract, whichever is earlier.

2. Replace 11.1.2 with:

11.1.2 Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment, except for termination of coverage required to be maintained after final payment. The insurance required by Subparagraph 11.1.1 shall be in accordance with the following provisions:

.1 Workmen's Compensation Insurance: The Contractor shall obtain and maintain, during the life of the Contract, Workmen's Compensation Insurance, as required by the State in which the work is located, to insure against liability imposed upon an employer under the State Compensation Law. In case any Work is sublet, the Contractor shall require each Subcontractor similarly to provide Workmen's Compensation Insurance unless covered by the Contractor's insurance.

.2 Employers Liability Insurance: The Contractor shall also take out and maintain during the life of the Contract such insurance in amounts as to adequately

protect him from damage claims, in addition to those covered by this regular Compensation insurance, resulting from injuries to any of his employees.

- .3 Section 11.1 of the General Conditions shall be amended to include the following provisions:

Contractor will maintain the following insurance: Broad Form Comprehensive General Liability, (including Operations and Premises Liability, Independent Contractors Protective Liability (maintained in effect for a period of three years after the date of final payment), Personal Injury Liability, Broad Form Property Damage Liability endorsement, Explosion, Collapse and Underground Liability endorsement, Blanket Contractual Liability Insurance) Comprehensive Auto Liability, and Workers' Compensation coverage, all of which shall be written on an occurrence basis for not less than the following limits of liability, or any limits required by law whichever is greater:

- a. Workmen's Compensation – Statutory/Employers – Liability \$500,000.00

- b. Comprehensive General Liability – Per Person (Occurrence)/Aggregate

Bodily & Personal Injury \$1,000,000/\$2,000,000
Property Damage \$1,000,000/\$2,000,000 Aggregate

- c. Automobile Liability – Per Person (Occurrence)/Aggregate

Bodily Injury \$1,000,000
Property Damage \$1,000,000/\$2,000,000

- .4 All insurance shall be carried with insurance companies authorized to do business in the State in which the Work is to be performed. The Contractor shall furnish the owner with satisfactory evidence of insurance coverage provided before entering upon the Owner's Premises or upon signing of contract, whichever is earlier. Evidence of insurance shall include the phone number, name, and address of the insurance agent and includes original signature of Contractor's agent.

3. In 11.1.3 replace the second sentence with:

These certificates and the insurance policies shall contain a provision for thirty days prior written notice to the Owner of cancellation or material change in the insurance.

4. Add Article 11.1.4.1: "Contractor shall require such insurance company to add to the policy the following clause: "The insurance afforded to the Additional Insured is primary insurance. If the Additional Insured have other insurance which is applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance."

ARTICLE 12 –CORRECTION OF WORK

- A. 12.2.2 AFTER SUBSTANTIAL COMPLETION; add:

- .4 The guarantee period for the heating, ventilating and air conditioning systems shall be of such duration as to include a minimum of one complete heating season and one complete cooling season, from Certificate of Occupancy.

.5 Where special warranty is specified, the Contractor, as a condition precedent to final payment, shall submit to the Architect, the warranty in triplicate on 8-1/2-inch by 11-inch paper in the form specified in .5 below.

.6 Special Warranties are designated by the heading "Guarantee" in the respective technical sections of the Specifications.

.7 Responsibility for the securing, verifying, recording, transmitting to the Architect and all other actions regarding the specified warranties rests with the Contractor. The Architect will not accept transmittals of warranties from parties other than the Contractor.

.8 Form of SPECIAL WARRANTY; See Exhibit 1 "FORM OF SPECIAL GUARANTEE" bound at the end of SECTION 01740 as Appendix A.

ARTICLE 13 – MISCELLANEOUS PROVISIONS

A. 13.4 RIGHTS AND REMEDIES, add:

13.4.3 Failure by the successful Contractor to execute the Contract and file acceptable bonds as provided herein within ten calendar days after he has received the Contract for execution, shall be just cause for annulment of the award and the forfeiture of any bidding security to the Owner. If the successful Contractor refuses or fails to execute the Contract within the stipulated time, the Owner may award the Contract to another responsible Contractor – Bidder.

13.4.4 The Owner also encourages alternate products, but all contractors must supply pricing on as specified products. Equal products must be approved and shown as an alternate, clearly showing the cost as an add or deduct for showing alternate.

B. 13.6 INTEREST, delete heading and contents in its entirety.

END OF SECTION 00 7500

SECTION 00 8000.01 FAMILIAL DISCLOSURE STATEMENT

All Bidders must complete the following familial disclosure form in compliance with MCL 380.1267 (Public Act 232 of 2004) and attach this information to the bid.

By the attached sworn and notarized statement we are disclosing the following familial relationship(s) that exists between the owner or any employee of the bidder and any member of the Board, intermediate school board, or board of directors or the superintendent of the school district, intermediate superintendent of the intermediate school district, or chief executive officer of the public school academy.

(School District / Name) _____ will not accept a Bid that does not include this sworn and notarized disclosure statement.

Disclose any familial relationship and complete the form below in its entirety:

The following are familial relationships as described above (provide employee name, family contact name, family contact position, and familial relationship or NONE.)

PRINT:

Company Name _____ Phone _____

Street Address _____

City / State / Zip _____

Company Officer _____ Title _____

Officer's Signature _____ Date _____

STATE OF MICHIGAN)
) SS

COUNTY OF _____)

On this _____ day of _____, 20____, before me a Notary Public in and for said county, personally appeared _____ agent of the said firm _____ and who acknowledged the same to be his free act and deed as such agent.

Notary Public _____ Expiration Date _____

Seal Imprint:

**SECTION 00 8000.02 CERTIFICATION OF COMPLIANCE WITH IRAN ECONOMIC
SANCTIONS ACT (PA 517 of 2012)**

All Bidders must complete this certification form to indicate compliance with Public Act 517 of 2012, an act to prohibit persons who have certain economic relationships with Iran from submitting bids on requests for proposals with this state, political subdivisions of this state, and other public entities; to require bidders for certain public contracts to submit certification of eligibility with the bid; to require reports; and to provide for sanctions for false certification. This statement must be submitted with the Form of Proposal.

By submitting this sworn and notarized statement with our Form of Proposal, we are certifying to:

(School District / Name) _____

that we are in compliance with Public Act 517 of 2012.

PRINT:

Company Name _____

Street Address _____

City / State / Zip _____

Company Officer _____

Title _____

Officer's Signature _____ Date _____

State of Michigan

_____ (County) _____
(Signature)

Notary Public: _____
(Printed Name)

Subscribed and sworn to before me this _____ (day) of _____ (month) of year 20 ____ .

My commission expires: _____.

Seal Imprint:

SECTION 00 8000.03
NON-DISCRIMINATION IN EMPLOYMENT

TO: _____
Owner

The undersigned currently holds contract(s) with _____ (Owner Name) involving funds or credit of the U.S. Government of (a) subcontract(s) with a prime contractor holding such contract(s).

You are advised that under the provisions of the above contract(s) or subcontract(s) and in accordance with Executive Order 11246, dated September 24, 1965, the undersigned is obliged not to discriminate against any employee or applicant for employment because of race, color, creed, or national origin. This obligation not to discriminate in employment includes, but is not limited to the following:

HIRING, PLACEMENT, UPGRADING, TRANSFER, DEMOTION, RECRUITMENT, ADVERTISING, SOLICITATION FOR EMPLOYMENT, TRAINING DURING EMPLOYMENT, RATES OF PAY OR OTHER FORMS OF COMPENSATION, SELECTION FOR TRAINING INCLUDING, APPRENTICESHIP, LAYOFF OR TERMINATION.

This notice is furnished you pursuant to the provisions of the above contract(s) or subcontract(s) and Executive Order 11245.

Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

PRINT:
Company Name _____ Phone _____

Street Address _____

City / State / Zip _____

Company Officer _____ Title _____

Officer's Signature _____ Date _____

SECTION 00 8000.04

**CONTRACTOR'S CERTIFICATION OF ASBESTOS-FREE PRODUCT AND
INSTALLATION**

It is hereby understood and agreed that no products/materials containing asbestos, including Chrysotile, Amosite, Crocidolite, Tremolite Asbestos, Anthophyllite Asbestos, Actinolite Asbestos or any combination of these materials that have been chemically treated and/or altered shall be installed or introduced into the building by the Contractor or his employees, agents, subcontractors or other individuals or entities over whom the Contractor has control. The Contractor shall be required to sign this certification statement ensuring that all products or materials installed or introduced into a building will be asbestos-free.

The Contractor shall also be required to furnish certified statements from the manufacturers of supplied materials used during construction verifying their products to be asbestos-free in accordance with the previous paragraph.

Project's Name: _____

Project's Address: _____

Project's City / State / Zip: _____

Architect's Name: _____ Project Number _____

CONTRACTOR'S CERTIFICATION

We (I) certify and will direct that all products and materials that will be and/or have been installed or introduced into the above named Project shall be asbestos-free (or less than one-percent (1%) asbestos by weight).

PRINT:

Company Name _____ Phone _____

Street Address _____

City / State / Zip _____

Company Officer _____ Title _____

Officer's Signature _____ Date _____

SECTION 00 8000.05
NON-COLLUSIVE AFFIDAVIT (Prime Bidder)

State of _____

County of _____

Name: _____ being first duly sworn, deposes and says:

That he is (a partner or officer, etc.) of the firm of _____ the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Owner, _____ (Owner) or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

PRINT:

Company Name _____ Phone _____

Street Address _____

City / State / Zip _____

Company Officer _____ Title _____

Officer's Signature _____ Date _____

BIDDER: if the Bidder is Individual;
PARTNER: if Bidder is Partnership;
OFFICER: if the Bidder is a Corporation.

Subscribed and sworn to before me this _____ (day) of _____ (month) of year 20 ____.

My commission expires: _____.

Seal Imprint:

SECTION 01 1000 - 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. This Section includes the following:
 - 1. Work covered by the Contract Documents.
 - 2. Agency Review
 - 3. Owner-furnished products.
 - 4. Use of premises.
 - 5. Owner's occupancy requirements.
 - 6. Work restrictions.
 - 7. Specification formats and conventions.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification:
 - 1. HVAC Controls Upgrades
- B. Owner: Croswell Lexington Community Schools
- C. Architect: French Associates

1.4 PROJECT SCHEDULE

- A. The project can commence after contract award. The intent is to award the contract at the School Board meeting on May 16, 2022.
- B. The work must be substantially complete by October 15, 2022.
- C. Existing heating, cooling and ventilation of all spaces must be maintained during occupied building hours.

1.5 AGENCY REVIEW

- A. The contractor will be required to obtain a building permit from the State of Michigan Bureau of Construction Codes. The Architect will provide an approved set of drawings and specifications for the contractor to use in obtaining the permit. These documents must be kept on site during construction. If the contractor loses these documents, the Owner will back charge the contractor for the cost of obtaining a new set of approved documents. The back charge will

include additional fees from the State of Michigan and hourly labor costs from the Architect and design engineers.

- B. The contractor will be required to schedule inspections and perform the work in a manner necessary to obtain approvals from the State of Michigan Bureau of Construction Codes and the Bureau of Fire Services.

1.6 OWNER-FURNISHED PRODUCTS

- A. Owner will furnish products indicated. The Work includes providing support systems to receive Owner's equipment.

1.7 USE OF PREMISES

- A. General: Each Contractor shall have limited use of premises for construction operations as indicated on Drawings by the Contract limits.
- A. Hours of Work: The intent is that the contractor will perform this work after the conclusion of the school year in June. Any work performed prior to that time will have to be during non-school hours and must maintain a functional fire alarm system for the building.
- B. Use of Site: The contractor will have complete site and building access during non-school hours.
- C. Limit use of premises to **areas within the Contract limits** indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
- D. Site Access: Access to the site will be limited during normal business hours.
 - 1. Truck deliveries must be scheduled to NOT conflict with student drop-off and pick-up times. Trucks will NOT be allowed to enter the site for 30 minutes at the start of each school day and for 30 minutes at the end of each school day.
 - 2. Owner Occupancy: Allow for Owner occupancy of Project site. The Administration Office will be in operation during the summer.
 - 3. Driveways and Entrances: 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 storage of materials.
- E. Use of Existing Building: Maintain existing building in a weather-tight condition throughout construction period. Repair damage caused by construction operations. Protect building and its occupants during construction period.

1.8 OWNER'S OCCUPANCY REQUIREMENTS

- 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 five (5) calendar days notice to Owner of activities that will affect Owner's operations.

1.9 WORK RESTRICTIONS

- A. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
1. Notify **Owner** not less than five days in advance of proposed utility interruptions.
 2. Do not proceed with utility interruptions without **Owner's** written permission.

1.10 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 50-division format and CSI/CSC's "MasterFormat" numbering system.
1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
 2. Division 01: Sections in Division 01 govern the execution of the Work of all Sections in the Specifications.
- B. 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. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
 - a. 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.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 1000

SECTION 01 2300 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for alternates as proposed by the Architect.
 - 1. **Voluntary Alternates or Substitutions proposed by Bidders will not form the Base Bid Proposal Price.**

1.3 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.
- B. Voluntary Alternates: Bidders proposed voluntary alternates and substitutions will not be recognized as part of the Base Bid Price opening. Owner may review voluntary proposals with the successful Bidder.

1.4 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.

- D. Schedule: A Schedule of Alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

- A. Alternate M1: Thermographic imaging building management system (BMS) mapping and BACnet flat plate sensor installation in existing pneumatic controlled spaces.
- B. Alternate M2: Replacement of duct hot water coil pneumatic control valve and integration of noted packaged rooftop units into building management system (BMS).
- C. Alternate M3: Thermographic imaging building management system (BMS) mapping.

END OF SECTION 01 2300

SECTION 01 2600 - 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. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.
 - 1. Construction Change Directives. (CCD)
 - 2. Change Orders. (CO)
- B. Related Sections include, but not limited to the following:
 - 1. Division 01 6000 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after 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, on **"Architect's Supplemental Instructions."**

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: **Architect** will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal Requests issued by **Architect** are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
 - 2. Within twenty (20) calendar days 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 unforeseen conditions require modifications to the Contract, Contractor may propose changes 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 "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.
- C. Proposal Request Form: Use **AIA Document G709 for Proposal Requests. Forms provided by Owner. Sample copies are included at end of this Section**].

1.5 CHANGE ORDER PROCEDURES (C0)

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

1.6 CONSTRUCTION CHANGE DIRECTIVE (CCD)

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

END OF SECTION 01 2600

SECTION 01 2900 - 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. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections include the following:
 - 1. Division 01 2600 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.

1.3 DEFINITIONS

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

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
 - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with Continuation Sheets.
 - b. Submittals Schedule.
 - c. Contractor's Construction Schedule.
 - 2. Submit the Schedule of Values to Architect at earliest possible date but no later than seven (7) calendar days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
 - 1. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Architect's project number.
 - d. Contractor's name and address.

- e. Date of submittal.
2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
- a. Related Specification Section or Division.
 - b. Description of the Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value.
- 1) Percentage of the Contract Sum to nearest, adjusted to total 100 percent.
3. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
4. 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.
5. 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.
6. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
 - 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Forms: Use **AIA Document G702 and AIA Document G703 Continuation Sheets**.
- 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 of Change Orders and Construction Change Directives issued before last day of construction period covered by application.

- E. Transmittal: Submit three (3) signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One (1) 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.
- F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
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 final or full waivers.
 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.
- 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 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 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 waivers of lien on forms, executed in a manner acceptable to Owner.
 6. Contractor/Construction Manager: Sworn Statements of waivers.
- 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. Products list.
 5. Schedule of unit prices.
 6. Submittals Schedule (preliminary if not final).
 7. List of Contractor's staff assignments.
 8. List of Contractor's principal consultants.
 9. Copies of building permits.
 10. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 11. Initial progress report.
 12. Report of preconstruction conference.
 13. Certificates of insurance and insurance policies.
 14. Performance and payment bonds.
 15. Data needed to acquire Owner's insurance.
 16. Initial settlement survey and damage report if required.

- I. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
 - 1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 - 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- J. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
 - 1. Evidence of completion of Project closeout requirements.
 - 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 - 3. Updated final statement, accounting for final changes to the Contract Sum.
 - 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 - 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 - 6. AIA Document G707, "Consent of Surety to Final Payment."
 - 7. Evidence that claims have been settled.
 - 8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
 - 9. Final, liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 2900

SECTION 01 3300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

RELATED DOCUMENTS

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

SUMMARY

This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other miscellaneous submittals.

1. Shop drawings and Samples
2. Product data submittal procedures.
3. Shop Drawing and Samples Transmittal Form.
4. Contract Close-out Deliverables Form.

Related Sections include the following:

1. Divisions 02 0000 through 33 0000 Sections for specific requirements for submittals in those Sections.

DEFINITIONS

Action Submittals (Shop Drawings, Samples, Product Data, Catalog Cuts, etc.): Written and graphic information that requires Architect's responsive action.

Informational Submittals: Written information that does not require Architect's responsive action. Submittals may be rejected for not complying with requirements.

SUBMITTAL PROCEDURES

General: Electronic copies of CAD Drawings of the Contract Drawings may be provided at Architect's discretion and at extra cost to Contractor for use in preparing submittals.

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. 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.

Processing Time: Allow enough 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) calendar days for 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.

Shop Drawing Submittal Procedures: The procedures and quantity of drawings, catalog cuts, samples and other information for submittal are minimum. The Contractor and Architect will finalize format at the Project Kick-Off Meeting.

2. Contractor to Architect
 - a. All submittals shall be sent as pdf files to the Architect via email.
 - b. Each submittal shall include one pdf that includes the Submittal Transmittal as provided in this specification (completely filled out) and all other 8.5 x 11 documents as a single pdf file.
 - c. Submittal documents that are not 8.5 x 11 shall be submitted as a separate pdf file for each size documents. For instance, 24" x 36" sheets shall be sent as a separate pdf. Always include the separate pdf file with the filled out transmittal with each submittal pdf.
3. Architect to Contractor
 - a. A pdf file of each reviewed submittal will be sent to the contractor via email.

Identification: Place a permanent label or title block on each submittal for identification.

1. Indicate name of firm or entity that prepared each submittal on label or title block.
2. Provide a space approximately 4 x 5 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
3. Include the following information on label for processing and recording action taken:
 - b. Project name.
 - c. Date.
 - d. Name of Architect.
 - e. Name of Contractor.
 - f. Name and email address of subcontractor.
 - g. Name and email address of supplier.
 - h. Name and website address of manufacturer.
 - i. Contractor's Submittal number.
 - j. Number and title of appropriate Specification Section.
 - k. Drawing number and detail references, as appropriate.
 - l. Other necessary identification.

Deviations: **Highlight and encircle**, or otherwise specifically identify deviations from the Contract Documents on submittals.

Transmittal: Package each submittal item individually and appropriately for transmittal and handling. Do not group submittals related to different specification sections. Transmit each submittal using the official transmittal form. Architect received submittals from sources other than General Contractor will be discarded without review.

1. Transmittal Form: **Use submittal form included at the end of Specification.**
2. Form:

- m. Project name.
- n. Date.
- o. Destination (To:).
- p. Source (From:).
- q. Names of subcontractor, manufacturer, and supplier.
- r. Category and type of submittal.
- s. Submittal purpose and description.
- t. Specification Section number and title.
- u. Drawing number and detail references, as appropriate.
- v. Transmittal number, **numbered consecutively**.
- w. Submittal and transmittal distribution record.
- x. Remarks.
- y. Signature of transmitter.

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 Architect's "REVIEWED FOR CONSTRUCTION" or Architect's "REVIEWED AS NOTED" stamp

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.

Use for Construction: Use only final submittals with mark indicating Architect's "REVIEWED FOR CONSTRUCTION" or "REVIEWED AS NOTED" stamp and Construction Manager's or General Contractor's release for construction stamp.

- 1. DO NOT USE Shop Drawings noted "XRR = RETURNED FOR CORRECTIONS" for construction or fabrication.

PART 2 - PRODUCTS

ACTION SUBMITTALS

General: Prepare and submit Action Submittals required by individual Specification Sections.

- 1. Submit electronic submittals directly to extranet specifically established for Project.

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 printed 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 written recommendations.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation instructions.
 - d. Standard color charts.
 - e. Manufacturer's catalog cuts.

- f. Wiring diagrams showing factory-installed wiring.
- g. Printed performance curves.
- h. Operational range diagrams.
- i. Mill reports.
- j. Standard product operating and maintenance manuals.
- k. Compliance with specified referenced standards.
- l. Testing by recognized testing agency.
- m. Application of testing agency labels and seals.
- n. Notation of coordination requirements.

4. Submit Product Data concurrent with Samples.

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.

- 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - o. Dimensions.
 - p. Identification of products.
 - q. Fabrication and installation drawings.
 - r. Roughing-in and setting diagrams.
 - s. Wiring diagrams showing field-installed wiring, power, signal, and control wiring.
 - t. Shop work manufacturing instructions.
 - u. Templates and patterns.
 - v. Schedules.
 - w. Design calculations.
 - x. Compliance with specified standards.
 - y. Notation of coordination requirements.
 - z. Notation of dimensions established by field measurement.
 - aa. Relationship to adjoining construction clearly indicated.
 - bb. Seal and signature of professional engineer if specified.
 - cc. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
- 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 (215 by 280 mm) but no larger than 24 by 36 inches (750 by 1000 mm).

INFORMATIONAL SUBMITTALS

General: Prepare and submit Informational Submittals required by other Specification Sections.

- 1. Number of Copies: Submit two (2) copies of each submittal, unless otherwise indicated. Architect will not return copies.
- 2. Certificates and Certifications: Provide a notarized 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.
- 3. Test and Inspection Reports: Comply with requirements in Division 01 4000 Section "Quality Requirements."

Coordination Drawings: Comply with requirements specified in Division 01 3100 Section "Project Management and Coordination."

Contractor's Construction Schedule: Comply with requirements in Division 01 3200 Section
"Construction Progress Documentation."

Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.

Installer Certificates: Prepare 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.

Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

Material Test Reports: Prepare 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.

Product Test Reports: Prepare written reports indicating 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.

Research/Evaluation Reports: Prepare 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.

Schedule of Tests and Inspections: Comply with requirements specified in Division 01 4000 Section
"Quality Requirements."

Preconstruction Test Reports: Prepare 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.

Compatibility Test Reports: Prepare 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.

Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, 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.

Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 01 7700 Section "Closeout Procedures" for Operation and Maintenance Data."

Design Data: Prepare 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.

Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:

1. Preparation of substrates.
2. Required substrate tolerances.
3. Sequence of installation or erection.
4. Required installation tolerances.
5. Required adjustments.
6. Recommendations for cleaning and protection.

Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:

1. Name, address, and telephone number of factory-authorized service 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.

Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles and term of the coverage.

Material Safety Data Sheets (MSDSs): Submit information directly to Construction Manager; do not submit to Architect, **except as required in "Action Submittals" Article.**

1. Architect will not review submittals that include MSDSs and will return the entire submittal for resubmittal.

DELEGATED DESIGN

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.

Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit three (3) copies of a statement, 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

CONTRACTOR'S REVIEW

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 Contractor's review approval stamp before submitting to Architect.

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.

ARCHITECT'S ACTION

General: Architect will not review submittals that do not bear Construction Manager's or General Contractor's review approval stamp and will return them without action.

Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action to be taken. Revisions to drawings as a result of the Architects mark-ups shall not be considered an extra and will not result in a change to the contract.

Informational Submittals: Architect will review each submittal and will return it to the Construction Manager or General Contractor with review comments for their review.

Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.

3.3 ARCHITECT'S FORMS

- A. Shop Drawings and Samples Transmittal form, attached at end of Section.
- B. Contract Close-out Deliverables form, attached at end of Section.

END OF SECTION 01 3300



SHOP DRAWING AND SAMPLES TRANSMITTAL

FA Submittal No. _____

Project Name:	Architect's Projects No.: Contr. Proj. No.	Submittal Date: <input type="checkbox"/> Resubmittal
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FROM: CM/CONTR. NAME CM/CONTR. NAME CM/CONTR. ADDRESS	TO:	DATE:	QTY:	COMMENTS:	RECEIVED STAMP HERE	
		<input type="checkbox"/> UPS <input type="checkbox"/> COURIER <input type="checkbox"/> DELIVERY <input type="checkbox"/> PICK-UP				
SIGNATURE:						

FROM:	TO:	DATE:	QTY:	COMMENTS:	RECEIVED STAMP HERE	
		<input type="checkbox"/> UPS <input type="checkbox"/> COURIER <input type="checkbox"/> DELIVERY <input type="checkbox"/> PICK-UP				
SIGNATURE:						

FROM:	TO:	DATE:	QTY:	COMMENTS:	RECEIVED STAMP HERE	
		<input type="checkbox"/> UPS <input type="checkbox"/> COURIER <input type="checkbox"/> DELIVERY <input type="checkbox"/> PICK-UP				
SIGNATURE:						

FROM:	TO:	DATE:	QTY:	COMMENTS:	RECEIVED STAMP HERE	
		<input type="checkbox"/> UPS <input type="checkbox"/> COURIER <input type="checkbox"/> DELIVERY <input type="checkbox"/> PICK-UP				
SIGNATURE:						

Spec Section (not Bid Ctg.)	CM / Contr. Submittal No.	Qty.	Description:(Drawings, Data, Cat, Samples)	Sub-Contractor Name, Supplier / Manufacturer Name	Architect Review Code

Contractor(s) certifies that the above submitted information has been reviewed in detail and comply with the Contract Documents, except as indicated, and is submitted to the Architect, " FOR REVIEW AND COMMENTS ONLY." The Architect's and Engineer's critique will not relieve the Contractor(s) from compliance with requirements of the Contract Documents. Contractor(s) assumes responsibility for all information and comments indicated in Shop Drawings.	Architect Review Code Legend	RC = Reviewed for Construction RN = Reviewed as Noted XRR = Returned for Corrections
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SECTION 01 6000 - PRODUCT REQUIREMENTS
- SUBSTITUTIONS AND OPTIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following administrative and procedural requirements: selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.
 - 1. Substitutions Request Procedures.
 - 2. Product Substitutions and Options.
 - 3. Substitution Request Form. (included at end of this Specification Section)
- B. Related Sections include the following:
 - 1. Division 01 7700 Section "Closeout Procedures" for submitting warranties for contract closeout.
 - 2. Divisions 02 0000 through 33 0000 Sections for specific requirements for warranties on products and installations specified to be warranted.

1.3 DEFINITIONS

- A. Products: Items purchased 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, **except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise.** Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, 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. Substitutions (after selection of successful bidder): Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
- C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," 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 other named manufacturers.

- D. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
- E. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.

1.4 SUBMITTALS

- A. Substitution Requests Procedures: Submit three (3) 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. Substitution Request must be proposed and submitted only to the Construction Manager or General Contractor. Substitution Requests must not be sent directly to the Architect.
 - 2. Substitution Request Form: Use form provided at end of Section.
 - 3. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified material or product cannot be provided.
 - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and other separate Contractors, that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 - g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
 - i. Cost information, including a proposal of change, if any, in the Contract Sum.
 - j. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
 - k. 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.
 - 4. Architect/Engineer shall have right to reject proposed substitution without explanation.
 - 5. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within Seven (7) calendar days of receipt of a request for substitution. Architect will notify General Contractor of acceptance or rejection of proposed substitution within Ten (10) calendar days of receipt of request, or Seven (7) calendar days of receipt of additional information or documentation, whichever is later.

- a. **Should the Architect not respond within Twelve (12) calendar days of the dated date of Request, the proposed substitution is considered REJECTED.**
 - b. Form of Acceptance: Construction Change Directive (CCD).
 - c. Use product specified if Architect cannot make a decision on use of a proposed substitution within time allocated.
 - d. Owner or Architect does not have to give any reason for rejection of substitutions.
- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 3300 Section "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, product selected shall be 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. Comply with manufacturer's written instructions.
- 1. 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.
 - 2. 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.
 - 3. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
 - 4. Store products to allow for inspection and measurement of quantity or counting of units.
 - 5. Store materials in a manner that will not endanger Project structure.
 - 6. Store products that are subject to damage by the elements, under cover in a weather-tight enclosure above ground, with ventilation adequate to prevent condensation.
 - 7. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
 - 8. Protect stored products from damage.
- B. Owner's Storage Area: 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.

- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
 - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 - 2. Specified Form: Forms are included with the Specifications. Prepare a written document using appropriate form properly executed.
 - 3. Refer to Divisions 02 0000 through Divisions 33 0000 Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in the following:
 - 1. Division 01 3300 Section "Submittal Procedures."
 - 2. Division 01 7700 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT OPTIONS and SUBSTITUTIONS

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged, and unless otherwise indicated, that 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. Where products are accompanied by the term "match sample," sample to be matched is Architect's.
 - 6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
 - 7. Or Equal: Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved," comply with provisions in "Comparable Products" Article to obtain approval for use of an unnamed product acceptable to the Architect.
- B. Product Selection Procedures: Procedures for product selection include the following:
 - 1. Product: Where Specification paragraphs or subparagraphs titled "Product" name a single product and manufacturer, provide the product named.
 - a. The product is a single source item.
Substitutions will not be considered.
 - 2. Manufacturer/Source: Where Specification paragraphs or subparagraphs titled "Manufacturer" or "Source" name single manufacturers or sources, provide a product by the manufacturer or from the source named that complies with requirements.
 - a. Substitutions may be considered.

3. Manufacturer's Products: Where Specification paragraphs or subparagraphs titled "Products" introduce a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
 - a. Substitutions will not be considered.
4. Manufacturers: Where Specification paragraphs or subparagraphs titled "Manufacturers" introduce a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
 - a. Substitutions by non-listed manufacturers will not be considered.
5. Product Options: Where Specification paragraphs titled "Product Options" indicate that size, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide either the specific product or system indicated or a comparable product or system by a specified manufacturer. Comply with provisions in "Product Substitutions" Article.
6. Basis-of-Design Products: Where Specification paragraphs or subparagraphs titled "Basis-of-Design Product" are included and also introduce or refer to a list of manufacturers' names, provide either the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, design profiles, dimensions, and other characteristics that are based on the product named.
 - a. Provide Basis-of Design product or by one of the listed manufacturers.
 - b. Substitutions of other products will not be considered.
7. Visual Matching Specification: Where Specifications require matching an established Sample, select a product (and manufacturer) that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches satisfactorily.
 - a. If no product available within specified category matches satisfactorily and complies with other specified requirements, comply with provisions of the Contract Documents on "substitutions" for selection of a matching product.
8. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product (and manufacturer) that complies with other specified requirements.
 - a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, or texture from manufacturer's product line that does not include premium items.
 - b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, or texture from manufacturer's product line that includes both standard and premium items.

2.2 PRODUCT SUBSTITUTIONS CRITERIA

- A. Timing: Architect may consider requests for substitution if received within thirty (30) calendar days after the "Notice to Proceed" or before the first (1st) "Application for Payment." Requests received after that time may be considered or rejected at discretion of Architect without explanation.

- B. 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 or reason, except to record noncompliance with these requirements:
1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 2. Requested substitution does not require extensive revisions to the Contract Documents.
 3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 4. Substitution request is fully documented and properly submitted.
 5. Requested substitution will not affect work of other Trades Contractor's construction time schedule.
 6. Requested substitution has received necessary approvals of authorities having jurisdiction.
 7. Requested substitution is compatible with other portions of the Work.
 8. Requested substitution has been coordinated with other portions of the Work.
 9. Requested substitution provides specified warranty.
 10. 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.

PART 3 - EXECUTION (Not Used)

- 3.1 Architect's "Substitution Request" form included at end of this Specification Section.

END OF SECTION 01 6000



architects planners interiors

SUBSTITUTION REQUEST

Project: _____

Substitution Request Number: _____

To: _____

From: _____

Date: _____

Re: _____

A/E Project Number: _____

Contract For: _____

Specification Title: _____

Description: _____

Section: _____ Page: _____

Article/Paragraph: _____

Proposed Substitution: _____

Manufacturer: _____ Address: _____ Phone: _____

Trade Name: _____ Model No.: _____

Installer: _____ Address: _____ Phone: _____

History: ☐ New product ☐ 2-5 years old ☐ 5-10 yrs old ☐ More than 10 years old

Differences between proposed substitution and specified product: _____

☐ Point-by-point comparative data attached - < REQUIRED BY A/E >

Reason for not providing specified item: _____

Similar Installation:

Project: _____ Architect: _____

Address: _____ Owner: _____

_____ Date Installed: _____

Proposed substitution affects other parts of Work: ☐ No ☐ Yes; explain _____

Savings to Owner for accepting substitution (if applicable): _____ (\$ _____).

Proposed substitution changes Contract Time: ☐ No ☐ Yes [Add] [Deduct] _____ days.

Supporting Data Attached: ☐ Drawings ☐ Product Data ☐ Samples ☐ Tests ☐ Reports
< REQUIRED BY A/E >

SUBSTITUTION REQUEST (CONT'D)

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.
- Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.

Submitted by: _____

Signed by: _____

Firm: _____

Address: _____

Telephone: _____

Attachments: _____

A/E's REVIEW AND ACTION

Note: Should the Architect not respond within Twelve (12) calendar days of the dated date of Request, the proposed substitution is considered rejected.

- ☐ Substitution approved - Make submittals in accordance with Specification Section 01330.
- ☐ Substitution approved as noted - Make submittals in accordance with Specification Section 01330.
- ☐ Substitution rejected - Use specified materials.
- ☐ Substitution Request received too late - Use specified materials.

Signed by: _____ Date: _____

Printed name: _____ Title: _____

Additional Comments: ☐ Contractor ☐ Subcontractor ☐ Supplier ☐ Manufacturer ☐ A/E

cc: Technical Specifications Committee

SECTION 01 7329 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes procedural requirements for cutting and patching of items indicated but not limited to the following:
 - 1. Architectural work.
 - 2. Structural work.
 - 3. Mechanical work.
 - 4. Electrical work.
 - 5. Partial Demolition work.
- B. Related Sections include the following:
 - 1. Divisions 02 0000 through Divisions 33 0000 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.
 - 2. Division 07 8413 Section "Penetration Fire-stopping" for patching fire-rated construction.

1.3 DEFINITIONS

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

1.4 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
 - 1. Consult with Architect and Structural Engineer before beginning work.
 - a. Provide work program for removal and shoring of the existing structural members and framing conditions of the building.
 - 2. Comply with all requirements of governmental, local and agencies having jurisdiction.
- B. 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 results that increase maintenance or decreased operational life or safety. Operating elements include, but not limited to, the following:

1. Primary operational systems and equipment.
 2. Air or smoke barriers.
 3. Fire-suppression systems.
 4. Mechanical systems piping and ducts.
 5. Control systems.
 6. Communication systems.
 7. Electrical wiring systems.
 8. Operating systems of special construction in Division 13 Sections.
- C. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Miscellaneous elements include, but not limited to, the following:]
1. Water, moisture, or vapor barriers.
 2. Membranes and flashings.
 3. Exterior curtain-wall construction.
 4. Equipment supports.
 5. Piping, ductwork, vessels, and equipment.
 6. Noise- and vibration-control elements and systems.
- D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

1.5 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 MATERIALS

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

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
 - 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
 - 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. 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 prevent interruption to occupied areas.

3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. 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 as small as possible, neatly to 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 Divisions 31 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.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 - 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.
 4. 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, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
 5. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
 6. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weather-tight condition.
- D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION 01 7329

SECTION 01 7700 - 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. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion and Inspection procedures.
 - 2. Final Completion and Inspection Procedures.
 - 3. Warranties.
 - 4. List of incomplete items (punch list).
 - 5. Payment Procedures.
 - 6. Project Record Documents.
 - 7. Operation and maintenance manuals.
 - 8. Demonstration and Training of Owner's Personnel.
 - 9. Final Cleaning.
- B. Related Sections include, but not limited to the following:
 - 1. Division 01 7300 Section "Execution Requirements" for progress cleaning of Project site.
 - 2. Divisions 02 0000 through Divisions 33 0000 Sections for specific closeout and special cleaning requirements for products of those Sections.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 3. utilities. Include occupancy permits, operating certificates, and similar releases.
 - 4. Prepare and submit Project Record Documents, operation and maintenance manuals.
 - 5. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
 - 6. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 - 7. Complete startup testing of systems.
 - 8. Submit test/adjust/balance records.
 - 9. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 - 10. Advise Owner of changeover in heat and other utilities.

11. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
12. Complete final cleaning requirements, including touchup painting.
13. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for Final Completion.

1.4 WARRANTIES

- A. All materials and installation have a minimum of a 12 month warranty from the date of substantial completion. Additional warranties are specified in the individual specification sections.
- B. Submittal Time: 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.
- C. Partial Occupancy: Submit properly executed warranties within fifteen (15) calendar days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- D. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) 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.
- E. Provide additional copies of each warranty to include in operation and maintenance manuals.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit two (2) copies 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, starting with exterior areas first and proceeding from lowest floor to highest floor.
 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.

1.6 PROJECT RECORD DOCUMENTS

- A. General: Do not use Project Record Documents for construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Documents for Architect's and Construction Manager's reference during normal working hours.
- B. Record As-Built Drawings: Maintain one (1) and submit one (1) set of pdf files of the as-built drawings to the Owner.
 - 1. Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
 - a. Give particular attention to information on concealed elements that cannot be readily identified and recorded later.
 - b. Accurately record information in an understandable drawing technique.
 - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
 - d. Mark Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. Where Shop Drawings are marked, show cross-reference on Contract Drawings.
 - 2. Mark record sets with non-erasable, red-colored ink. Use other colors to distinguish between changes for different categories of the Work at the same location.
 - 3. Mark important additional information that was either shown schematically or omitted from original Drawings.
 - 4. Note Construction Change Directive numbers, Change Order numbers, alternate numbers, and similar identification where applicable.
 - 5. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location. Organize into manageable sets; bind each set with durable paper cover sheets. Include identification on cover sheets.

1.7 OPERATION AND MAINTENANCE MANUALS

- A. Assemble and submit one (1) complete set of operation and maintenance data indicating the operation and maintenance of each system, subsystem, and piece of equipment not part of a system. Include operation and maintenance data required in individual Specification Sections and as follows:
 - 1. Operation Manuals:
 - a. Emergency and Standard instructions and procedures.
 - b. System, subsystem, and equipment descriptions, including operating standards.
 - c. Operating procedures, including startup, shutdown, seasonal, and weekend operations.
 - d. Description of controls and sequence of operations.
 - e. Piping diagrams.
 - 2. Emergency Manuals:
 - a. Types of Emergencies: Fire, Flood, Gas leak, Electrical Power Outage, Chemical, Equipment failure and etc.
 - b. Instructions and Procedures for Shut-Down and Start-Up.

3. Maintenance Data:

- f. Manufacturer's information, including list of spare parts.
- g. Name, address, and telephone number of Installer or supplier.
- h. Maintenance procedures.
- i. Maintenance and service schedules for preventive and routine maintenance.
- j. Maintenance record forms.
- k. Sources of spare parts and maintenance materials.
- l. Copies of maintenance service agreements.
- m. Copies of warranties and bonds.

- B. Organize operation and maintenance manuals into suitable sets of manageable size. Provide a pdf file that includes all manuals or a separate pdf for each manual.

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 DEMONSTRATION AND TRAINING

- A. Instruction: Instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
- 1. Provide instructors experienced in operation and maintenance procedures.
 - 2. Provide instruction at mutually agreed-on times. For equipment that requires seasonal operation, provide similar instruction at the start of each season.
 - 3. Schedule training with Owner, through Construction Manager, with at least seven (7) calendar days' advance notice.
 - 4. Coordinate instructors, including providing notification of dates, times, length of instruction, and course content.
 - 5. Submit two (2) copies of instructional and demonstration of training procedures.

END OF SECTION 01 7700

**SECTION 23 00 05
BASIC HVAC REQUIREMENTS**

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. This section applies to all sections of Division 23.
- B. Drawings and general provisions of the contract, including Division 00 and Division 01 specification sections, apply to work of this section.
- C. Provide all items, articles, materials, operations or methods listed, mentioned or scheduled on drawings and/or herein, including all labor, materials, equipment and incidentals necessary and required for their completion.
- D. The items in this section are supplementary to the requirements set forth in other portions of the specifications as indicated under item "A" above.

1.02 APPLICATION

- A. This section applies to all mechanical work. The contractors involved shall check all sections of the specifications in addition to the particular section covering their specific trade. Each distinct section of the specifications aimed for one trade may have detailed information with regards to other trades, therefore, it is imperative that all sections be reviewed to get a complete picture of all other trades' functions and work required.
- B. The mechanical contractor is responsible for the installation and operation of the hvac systems and temperature control systems.
- C. The mechanical contractor is responsible for receiving, unloading and placement of all of the owner provided equipment.

1.03 INSPECTION OF SITE

- A. Visit the site, examine and verify the conditions under which the work must be conducted before submitting proposal.
- B. The submitting of a proposal implies that the contractor has visited the site and understands the conditions under which the work must be conducted.

1.04 ALTERNATES AND SUBSTITUTIONS

- A. Refer to Division 01 - General Requirements for procedures.

1.05 DEVIATION FROM BASIS OF DESIGN MANUFACTURER

- A. Products identified within the schedules and details are used as the basis of design for laying out and coordinating with other trades such as structural, architectural, and electrical. Should the Division 23 Contractors submit equipment by a Manufacturer other than that indicated as the Basis of Design in the Drawings, Contractor shall then be responsible for evaluating the impacts of the proposed Manufacturer's equipment, even if the Manufacturer is listed in the specifications as an approved equal. This includes the proposed Manufacturer's electrical, architectural and structural requirements and their subsequent impacts on the current design (roof openings, curbs, structural support, etc.) and coordination of any differing dimensions and clearances with all other trades.

1.06 MATERIALS

- A. Mechanical equipment is to be furnished with motors, electrical controls and protective devices, and integral operating devices which are normally included by the manufacturer or required by the Contract Documents.
- B. The Mechanical Trades shall provide all control wiring, 120 volts and less, for the equipment and devices furnished under Division 22, and 23 of these specifications, including all wiring devices, conduit, etc.
- C. Power wiring 120 volts and greater shall be by the Electrical Trades.

1.07 DRAWINGS

- A. The drawings are diagrammatic and show the general location and arrangement of all equipment, piping and related items. They shall be followed as closely as elements of the construction will permit.
- B. Examine the drawings of other trades and verify the conditions governing the work on the job site. The mechanical and electrical contractor shall check all documents including architectural, structural, plumbing, HVAC and electrical to avert possible installation conflicts. Arrange work accordingly, providing such fittings, traps, valves and accessories as may be required to meet such conditions.
- C. Deviations from the drawings, with the exception of minor changes in routing and other such incidental changes that do not affect the functioning or serviceability of the systems, shall not be made without the written approval of the Architect/Engineer.
- D. The architectural and structural drawings take precedence in all matters pertaining to the building structure, mechanical drawings in all matters pertaining to mechanical trades and electrical drawings in all matters pertaining to electrical trades. Where there are conflicts or differences between the drawings for the various trades, report such conflicts or differences to the Architect/Engineer for resolution.
- E. Do not scale drawings for measurements.
- F. Field verifications of actual existing conditions are required by the contractor since actual locations, distances, and levels will be governed by actual field conditions. All measurements shall be verified at the site.
- G. If during field verification, the contractor identifies that there may require substantial changes from the original plans, the contractor shall notify the architect for agreement on necessary adjustment before the installation is started
- H. Discrepancies shown between plans, or between plans and actual field conditions, or between plans and specifications shall promptly be brought to the attention of the Architect/Engineer for a decision.
- I. Drawings and specifications are intended to cover the completed installation of systems to function as described. The omission of the expressed reference to any item of labor and material necessary to comply with practice codes, ordinances, etc., shall not relieve the contractor from providing such additional labor and material at no cost to Owner.

1.08 CODES, PERMITS AND FEES

- A. Unless otherwise indicated, all required permits, licenses, inspections, approvals and fees for mechanical work shall be secured and paid for by the contractor. All work shall conform to all applicable codes, rules and regulations. Applicable publications listed in all sections of Division 23 shall be the latest issue, unless otherwise noted.
- B. Rules of local utility companies and municipalities shall be complied with. Check with the utility company and/or municipality supplying service to the installation and determine all devices including, but not limited to: meters, regulators, valves which will be required and include the cost of all such items in the proposal.
- C. All work shall be executed in accordance with the rules and regulations set forth in local and state codes. Prepare any detailed drawings or diagrams which may be required by the governing authorities. Where the drawings and/or specifications indicate materials or construction in excess of code requirements, the drawings and/or specifications shall govern.

1.09 MAINTENANCE

- A. Provide 40 hours of instruction to the owner's designated personnel in the maintenance and operation of equipment and systems.
- B. Provide complete maintenance and operating instructional manuals covering all mechanical equipment herein specified, together with parts lists. Maintenance and operating instructional manuals shall be job specific to this project. Generic manuals are not acceptable. Four (4) copies of all literature shall be furnished for owner and shall be bound in book or ring binder form. Maintenance and operating instructional manuals shall be provided when construction is

approximately 75% complete.

1.10 WARRANTY AND GUARANTEE

- A. Contractor shall guarantee all work installed by themselves or their subcontractors to be free from defect in material and workmanship for a period of one year from date of final acceptance of the work, unless a longer period is stipulated under specific headings. Contractor shall repair or replace at no additional cost to the owner, any material or equipment developing defects and shall also make good any damage caused by such defects or the correction of defects. Repairs or replacements shall bear additional guarantee, as originally called for, dated from the final acceptance of the repair or replacement. This requirement shall be binding even though it will exceed product guarantees normally furnished by some manufacturers. Contractor shall submit his own and each equipment manufacturers written certificates, warranting that each item of equipment furnished complies with all requirements of the drawings and specifications. Note that guarantee shall run from date of final acceptance of the work, not from date of installation of a device or piece of equipment.

1.11 SUBMITTALS

- A. Refer to Division 01 - General Requirements for procedures.
- B. Contractor shall provide submittals where items are referred to by symbolic designation on the drawings. All submittals shall bear the same designation (hvac equipment, piping equipment, etc.). Refer to other sections of the mechanical specifications for additional requirements.
- C. Engineer WILL NOT REVIEW:
1. Submittals not specified.
 2. Submittals not reviewed by Contractor, including Contractor stamp with signature comments.
 3. Submittals made after work is delivered to site and/or installed.
 4. Submittal resubmissions unless resubmission is required by Architect/Engineer.
- D. Types of submittals include the following:
1. Shop Drawings
 2. Product Data Sheets
 3. Samples
 4. Manufacturers Instructions
 5. Maintenance Data
 6. Warranty
- E. Installation of any item that requires submittal approval by the engineer shall be installed at the contractors risk. The contractor, at his cost, shall remove all work installed prior to approval of the submittal.
- F. The engineer will not be responsible for errors in quantities, or dimensions required to fit the job condition, details of fabrication to insure proper assembly at the job, or for errors resulting from mistakes in submittals.

1.12 RECORD DRAWINGS

- A. Refer to Division 01 - General Requirements for procedures.
- B. Contractor shall provide the following record drawings as part of the Project closeout document process:
1. Contract Documents, specifications and submittals, indicating "As-Built" conditions and actual products selected for use.
 2. Product and Maintenance manuals for all equipment listed within this specification manual and in Contract Documents. Provide with parts lists as applicable.
- C. Record drawings shall be maintained by the contractor up to date as the project progresses.
- D. Recording all deviations from the contract documents, indicate exact locations of all buried services both inside and outside of the building; include concealed piping and equipment in the entire contract. Final record drawings shall reflect the as-built conditions.

1.13 QUALITY ASSURANCE

- A. Other referenced standards:
 - 1. Comply with referenced standards, guidelines, data sheets from various associations, including NFPA, ANSI, ASTM, ASME, ASHRAE

PART 2 PRODUCTS

2.01 SLEEVES AND ESCUTCHEONS

- A. Provide sleeves wherever pipes pass through exterior wall, and floors. Sleeves shall be schedule 40 steel pipe cut to length. Sleeves shall terminate flush with walls, partitions and ceilings in finished areas. All sleeves through floor shall extend 2" above floor. Provide cast brass nickel-plated escutcheons with positive catches on each visible sleeve penetration. Sleeves are to be sealed at each installation with a 3M approved sealant. The space between the inside of the sleeve and the outside of the pipe or conduit within the sleeve shall be sealed at each installation with a 3M approved sealant.

2.02 DIELECTRIC UNIONS

- A. Dielectric unions shall be used to connect dissimilar metals (such as steel and copper) to prevent electrolytic action.

2.03 FILTERS

- A. Provide and maintain filters in air handling systems throughout the construction period and prior to final acceptance of the building. Do not run air handling equipment without all prefilters and final filters as specified. Immediately prior to final building acceptance by the owner, contractor shall replace all disposable type air filters with new.

2.04 BUILDING ATTACHMENTS FOR MECHANICAL WORK SUPPORTS

- A. General Requirements:
 - 1. Provide building attachments required for supporting mechanical work, suitably selected and installed for the loads applied with a minimum additional safety factor of 3.
 - 2. Where specified attachments are not suitable for conditions, submit to Engineer for approval, proposal for alternate building attachments.
 - 3. If specially designed building attachments are required, retain the services of a licensed structural engineer to design such building attachments.
 - 4. Approved Manufacturers: Grinnell, or equivalent products by Michigan Hanger and B-Line.
 - 5. Provide supplemental trapeze supports where necessary. Design trapeze to support all trades. Coordinate loads, and supports with all trades. Size trapeze for maximum deflection of 1/64 of the span.
- B. Attachments to Structural Steel:
 - 1. Support mechanical work from building structural steel where possible and approved. No welding or bolting to structural steel is permitted unless authorized by Architect. C-clamps are not permitted.
 - a. Center beam clamp - for loads over 120 lb.: Malleable center hung Grinnell Fig. 228.
 - b. Side beam clamp with retaining clips - for loads up to 120 lb.
- C. Cast in Place Concrete Inserts:
 - 1. Provide inserts selected for applied load of present load plus 100% for future, and coordinated with concrete work. Except as detailed on drawings, inserts shall be Unistrut or Grinnell. Plan, lay out and coordinate setting of inserts prior to concrete pour. Use Grinnell Fig. 285 lightweight concrete insert for loads up to 400# or Grinnell Fig. 281 Wedge Type concrete insert for loads up to 1200#
- D. Drilled Insert Anchors:
 - 1. Where mechanical work cannot be supported from structural steel, or cast in place concrete inserts, provide drilled concrete insert anchors. Submit for approval, project specific installation drawings for all loads over 100 lbs. Install inserts in web of beam if possible and approved. Insert depth shall not exceed two thirds the thickness of the concrete. Where existing concrete appears to be deteriorating, or where applied load at insert exceeds 1000 lbs., conduct test of concrete to determine derated capacity of insert. Anchors may be adhesive or expansion type up to 1000 lbs., and shall be adhesive type

for loads over 1000 lbs.

2. Manufacturers: Hilti

PART 3 EXECUTION

3.01 GENERAL

- A. Existing piping and ductwork: when encountered during the course of work, protect, brace and support existing piping and ductwork where required for proper execution of the work.
- B. Interruption of existing active piping and ductwork: when the course of work makes shut-down of services unavoidable, the mechanical contractor shall schedule the shut-down at such time as approved by the owners representative, which will cause least interference with established operating routine.
- C. Arrange work accordingly, providing such fittings as duct transitions traps, valves and accessories necessary to complete all construction in an orderly fashion.
- D. Install all equipment in strict accordance all directions and recommendations furnished by the manufacturer.

3.02 ACCESSIBILITY

- A. Do not locate valves, traps, controls, unions, dampers, etc. in any system at a location that will be inaccessible after construction is completed. Maintain accessibility for all components in mechanical, electrical, and plumbing systems.

3.03 ACCESS DOORS AND PANELS

- A. Refer to Division 08 - Openings; Provide access doors in locations as required by applicable codes and as indicated below. Coordinate locations with architectural trades.
- B. Furnish access panels to access valves, traps, control valves or devices, dampers, damper motors, etc. Access panels shall be sized as necessary for ample access, or as indicated on drawings, but no smaller than 12" x 12" where devices are within easy reach of operator, and at least 24"x24" when operator must pass through opening in order to reach the devices. Architectural Trades shall install access panels coordinated with Mechanical Trades.
- C. Access panels in fire rated walls or ceiling must be U.L. labeled for intended use. Unless otherwise indicated on plans, access doors shall be hinged flush type steel framed panel, 14 gauge minimum for frame, and with anchor straps. Only narrow border shall be exposed. Hinges shall be concealed type. Locking device shall be flush type and screw driver operated. Metal surfaces shall be prime coated with rust-inhibitive paint. Panels shall be compatible with architectural adjacent materials Manufacturer: Milcor, Bilco.

3.04 CUTTING AND PATCHING

- A. Refer to Division 01 - General Requirements and Division 02 - Existing Conditions.
- B. All cutting required shall be done by the contractor whose work is involved, without extra cost the owner. All patching and restoration including the furnishing and installation of access panels in ceiling, walls; etc. Within the building lines shall be done by the respective, responsible contractor. No cutting of structural steel, concrete, or wood shall be done without prior approval and explicit directions of the architect patched by the respective, responsible contractor.
- C. The contractor, under whose jurisdiction the work may fall, shall provide labor, material, and tools required to cut, repair, protect, cap, or relocate existing pipes, conduits, or utilities interfering with or uncovered during work, per regulations of the authorities having jurisdiction.

3.05 ROUGH-IN FOR CONNECTION TO EQUIPMENT

- A. It shall be the responsibility of each contractor to study the architectural, structural, electrical, and mechanical drawings, conferring with the various trades involved and checking with the supplier of equipment in order to properly rough-in for all equipment.

3.06 MATERIAL AND EQUIPMENT

- A. All material and equipment shall be new and of the best quality used for the purpose in good commercial practice, and shall be the standard product of reputable manufacturers. The

material and equipment must meet approval of state and local codes in the area it is being used. Roof decks shall not be used to support piping, conduit, equipment, devices, etc.

3.07 SEAL PENETRATIONS

- A. Seal the space around pipes in sleeves and around duct openings through walls, floors and ceilings. Provide adequate clearance to allow for proper sealing.

3.08 SOUND CONTROL

- A. Penetrations shall be maintained airtight to prevent sound transfer.
- B. Piping, ductwork, etc. shall pass through sleeves. Pack sleeves tight with glass fiber or oakum and caulked on both sides with non-hardening acoustical sealant.

3.09 FIRESTOPPING

- A. Refer to Division 07 - Thermal and Moisture Protection for more information.
- B. Provide UL classified firestopping system for mechanical penetrations through rated walls and floors to maintain the fire rating.

3.10 DELIVERY, STORAGE AND HANDLING OF EQUIPMENT AND MATERIALS

- A. Refer to Division 01 - General Requirements; All equipment and materials shall be delivered, stored and secured per manufacturer's recommendations.
- B. On-site storage shall be coordinated with Construction Manager and be performed in a manner as to avoid damage, deterioration and loss.
- C. Contractor shall provide temporary protection for installed equipment prior to project completion.
- D. Provide temporary end caps and closures on piping and fittings. Maintain in place until installation.
- E. All equipment shall be inspected prior to installation to assure that equipment is free from defect and damage.
- F. Protect piping systems from entry of foreign materials by temporary covers, completing sections of the work, and isolating parts of completed system.
- G. Protect dampers, grilles, louvers from damage to operating linkages and blades.

3.11 CLEANING

- A. Refer to Division 01 - General Requirements; all mechanical equipment and components shall be cleaned as frequently as necessary through the construction process and again prior to project completion.

3.12 CONTROL WIRING

- A. All control wiring for mechanical and electrical equipment, including motor starters, shall be 120 volt maximum and wired with one side of the coil grounded and the operating contacts in the north side of the circuit. All control wiring shall be installed in conduit.

END OF SECTION

**SECTION 23 05 05
SELECTIVE DEMOLITION FOR HVAC**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Demolition and extension of existing mechanical work.

1.02 RELATED REQUIREMENTS

- A. Division 01 - General Requirements: Project administrative and procedural requirements.
- B. Division 02 - Existing Conditions: Demolition, cleaning and disposal requirements, cutting and patching requirements, repairs.

1.03 SUMMARY

- A. The work covered under this section consists of the furnishing of all necessary labor, supervision, materials, equipment, and services to completely execute the system of minor electrical demolition as described in this specification.
- B. The demolition documents plans and specification have been prepared from existing non-as built documents and cursory non-invasive field investigation.
- C. It is the contractors obligation to become familiar with the extent of demolition and the existing condition before submitting their bid.
- D. During demolition if the contractor discovers unforeseen significant non-code compliance conditions of the existing installation they shall notify the Architect and Engineer immediately in writing.
- E. The contractor shall become familiar with the drawings and scope of work of other trades as the work scope of those trades relates to mechanical equipment and connection requirements.
- F. During demolition the contractor shall record on site as-builts all hydronic system piping capped branches, capped supply air, return air and exhaust ducts for reuse in renovated project space.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Materials and equipment for patching and extending work: As specified in individual sections.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that piping and ductwork to be demolished serve only equipment and facilities within the demolition areas.
- B. Demolition drawings are based on casual field observation and existing record documents.
- C. Report discrepancies to Owner before disturbing existing installation.
- D. Beginning of demolition means installer accepts existing conditions.

3.02 PREPARATION

- A. Identify locations for capping piping and ductwork before any demolition work commences.
- B. Confirm isolation valve locations for hydronic piping. Repair leaking isolation valves or replace inoperable valves before commencing piping demolition.
- C. Cap and seal air-tight supply, return and exhaust air ductwork at shaft walls before commencing sheet metal demolition

3.03 DEMOLITION AND EXTENSION OF EXISTING MECHANICAL WORK

- A. Remove, relocate, and extend existing mechanical piping or sheet metal work to accommodate new construction.
- B. Remove hydronic water piping back to isolation valve.
- C. Remove all supply, return and exhaust air ductwork back to main connection.

3.04 CLEANING AND REPAIR

- A. Refer to Division 01 - General Requirements for procedures.
- B. Clean and repair existing materials and equipment that remain or that are to be reused.

END OF SECTION

SECTION 23 09 13
INSTRUMENTATION AND CONTROL DEVICES FOR HVAC

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Control panels.
- B. Control Valves:
 - 1. Ball valves and actuators.
 - 2. Butterfly pattern.
 - 3. Electronic operators.
- C. Dampers.
- D. Damper Operators:
 - 1. Electric operators.
- E. Input/Output Sensors:
 - 1. Temperature sensors.
 - 2. Humidity sensors.
 - 3. Static pressure (air pressure) sensors.
 - 4. Equipment operation (current) sensors.
 - 5. Carbon monoxide sensors.
 - 6. Carbon dioxide sensors.
- F. Thermostats:
 - 1. Low-limit temperature cutout switch (freezestat)
 - 2. Line voltage thermostats.
 - 3. Room thermostat accessories.
 - 4. Outdoor reset thermostats.
 - 5. Airstream thermostats.
 - 6. Electric low limit duct thermostats.
 - 7. Electric high limit duct thermostats.
- G. Transmitters:
 - 1. Pressure transmitters.
 - 2. Air pressure transmitters.
 - 3. Water pressure transmitters (liquid differential pressure transmitters).
 - 4. Temperature transmitters.
 - 5. Humidity transmitters.

1.02 RELATED REQUIREMENTS

- A. Section 23 0923 - Direct-Digital Control System for HVAC.

1.03 REFERENCE STANDARDS

- A. AMCA 500-D - Laboratory Methods of Testing Dampers for Rating 2018.
- B. ANSI/FCI 70-2 - Control Valve Seat Leakage 2013.
- C. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum) 2020.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide description and engineering data for each control system component. Include sizing as requested. Provide data for each system component and software module.
- C. Shop Drawings: Indicate complete operating data, system drawings, wiring diagrams, and written detailed operational description of sequences. Submit schedule of valves indicating size, flow, and pressure drop for each valve. For automatic dampers indicate arrangement, velocities, and static pressure drops for each system.
- D. Manufacturer's Instructions: Provide for all manufactured components.

- E. Operation and Maintenance Data: Include inspection period, cleaning methods, recommended cleaning materials, and calibration tolerances.
- F. Project Record Documents: Record actual locations of control components, including panels, thermostats, and sensors. Accurately record actual location of control components, including panels, thermostats, and sensors.
 - 1. Revise shop drawings to reflect actual installation and operating sequences.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with minimum three years documented experience.

1.06 WARRANTY

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
- B. Correct defective work within a five year period after Substantial Completion.

PART 2 PRODUCTS

2.01 EQUIPMENT - GENERAL

- A. Products Requiring Electrical Connection: Listed and classified by Underwriters Laboratories Inc., as suitable for the purpose specified and indicated.

2.02 CONTROL PANELS

- A. Unitized cabinet type for each system under automatic control with relays and controls mounted in cabinet and temperature indicators, pressure gauges, pilot lights, push buttons and switches flush on cabinet panel face.
- B. NEMA 250, general purpose utility enclosures with enameled finished face panel.
- C. Provide common keying for all panels.

2.03 CONTROL VALVES

- A. Performance Requirements:
 - 1. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
 - 2. ASME Compliance: Fabricate and label products to comply with ASME Boiler and Pressure Vessel Code where required by authorities having jurisdiction.
 - 3. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements" to size products where indicated as delegated design.
 - 4. Ground Fault: Products shall not fail due to ground fault condition when suitably grounded.
 - 5. Backup Power Source: Systems and equipment served by a backup power source shall have associated control valve actuators served from a backup power source.
 - 6. Environmental Conditions:
 - a. Provide electric control valve actuators, with protective enclosures satisfying the following minimum requirements unless more stringent requirements are indicated. Electric control valve actuators not available with integral enclosures, complying with requirements indicated, shall be housed in protective secondary enclosures.
 - 7. Determine control valve sizes and flow coefficients by ISA 75.01.01.
 - 8. Control valve characteristics and rangeability shall comply with ISA 75.11.01.
 - 9. Selection Criteria:
 - a. Control valves shall be suitable for operation at following conditions:
 - 1) Chilled Water: 150 PSI.
 - 2) Condenser Water: 150 PSI.
 - 3) Heating Hot Water: 150 PSI.
 - b. Control valve shutoff classifications shall be FCI 70-2, Class IV or better unless otherwise indicated.
 - c. Valve pattern, three-way or straight through, shall be as indicated on Drawings.
 - d. Modulating straight-through pattern control valves shall have equal percentage flow-throttling characteristics unless otherwise indicated.

- e. Modulating three-way pattern water valves shall have linear flow-throttling characteristics. The total flow through the valve shall remain constant regardless of the valve's position.
 - f. Modulating butterfly valves shall have linear or equal percentage flow-throttling characteristics.
 - g. Fail positions unless otherwise indicated:
 - 1) Chilled Water: Open.
 - 2) Condenser Water: Open.
 - 3) Heating Hot Water: Open.
 - h. Globe-type control valves shall pass the design flow required with not more than 95 percent of stem lift unless otherwise indicated.
 - i. Rotary-type control valves, such as ball and butterfly valves, shall have Cv falling between 65 and 75 degrees of valve full open position and minimum valve Cv between 15 and 25 percent of open position.
 - j. Selection shall consider viscosity, flashing, and cavitation corrections.
 - k. Minimum Cv shall be calculated at 10 percent of design flow, with a coincident pressure differential equal to the system design pump head.
 - l. In water systems, select modulating control valves at terminal equipment for a design Cv based on a pressure drop of 5 psig at design flow unless otherwise indicated.
 - m. Two-position control valves shall be line size unless otherwise indicated.
 - n. In water systems, use ball- or globe-style control valves for two-position control for valves NPS 2 and smaller and butterfly style for valves larger than NPS 2.
- B. Ball Valves and Actuators:
- 1. Manufacturers:
 - a. Belimo Aircontrols (USA), Inc: www.belimo.com/#sle.
 - b. Flow Tech.
 - c. Substitutions: See Section 01 6000 - Product Requirements.
 - 2. Service: Use for brine (30 percent glycol), chilled water, or hot water.
 - 3. Flow Characteristic: Equal percentage. Include 2-way and 3-way diverting operation configured to fail normally open (NO). Refer to Drawings.
 - 4. Replacements in Kind: Provide pressure-independent type.
 - 5. Rangeability: 500 to 1.
 - 6. ANSI Rating: Class 300.
 - 7. Leakage: Class IV (0.1 percent of rated capacity) per ANSI/FCI 70-2.
 - 8. Body Size:
 - a. Under 2-1/2 inches:
 - 1) Connection: NPT.
 - 2) Materials:
 - (a) Body: Brass.
 - (b) Flanges: Ductile iron.
 - (c) Ball: Chrome-plated brass.
 - (d) Stem: Nickel-plated brass.
 - (e) Stem sleeve or other approved means to allow valve to be opened and closed without damaging field-applied insulation and insulation vapor barrier seal.
 - (f) Seat: Graphite-reinforced PTFE with EPDM O-Ring backing.
 - (g) Stem Seal: EPDM O-Rings.
 - (h) Flow Control Disk: Thermoplastic synthetic-resin.
 - b. Service Temperature:
 - 1) Fluid Side: 0 to 284 degrees F liquid or 25 psig steam.
 - 2) Ambient Side: From minus 4 to 122 degrees F.
 - 9. Actuator Requirements:
 - a. Assembly: Factory-mounted.
 - b. Input: 0 to 5 VDC configured for proportional control.

- c. Accessories: Provide with valve position indicator and manual override.
- C. Butterfly Pattern:
 - 1. Manufacturers:
 - a. Flow Tech.
 - b. Belimo Aircontrols (USA), Inc..
 - c. Substitutions: See Section 01 6000 - Product Requirements.
 - 2. Iron body, stainless steel disc, resilient replaceable seat for service to 180 degrees F wafer or lug ends, extended neck.
 - 3. Hydronic Systems:
 - a. Rate for service pressure of 125 psig at 250 degrees F.
- D. Electronic Operators:
 - 1. Valves shall spring return to normal position as indicated on freeze, fire, or temperature protection.
 - 2. Select operator for full shut off at maximum pump differential pressure.
 - 3. Position indicator and graduated scale on each actuator.
 - 4. Type: Motor operated, with or without gears, electric and electronic.
 - 5. Voltage: Voltage selection delegated to professional designing control system.
 - 6. Deliver torque required for continuous uniform movement of controlled device from limit to limit when operated at rated voltage.
 - 7. Function properly within a range of 85 to 120 percent of nameplate voltage.
 - 8. Construction:
 - a. For Actuators Less Than 100 W: Fiber or reinforced nylon gears with steel shaft, copper alloy or nylon bearings, and pressed steel enclosures.
 - b. For Actuators from 100 to 400 W: Gears ground steel, oil immersed, shaft hardened steel running in bronze, copper alloy or ball bearings. Operator and gear trains shall be totally enclosed in dustproof cast-iron, cast-steel or cast-aluminum housing.
 - c. For Actuators Larger Than 400 W: Totally enclosed reversible induction motors with auxiliary hand crank and permanently lubricated bearings.
 - 9. Field Adjustment:
 - a. Spring Return Actuators: Easily switchable from fail open to fail closed in the field without replacement.
 - b. Gear Type Actuators: External manual adjustment mechanism to allow manual positioning when the actuator is not powered.
 - 10. Two-Position Actuators: Single direction, spring return or reversing type.
 - 11. Modulating Actuators:
 - a. Operation: Capable of stopping at all points across full range, and starting in either direction from any point in range.
 - b. Control Input Signal:
 - 1) Three Point, Tristate, or Floating Point: Clockwise and counter-clockwise inputs.
 - 2) One input drives actuator to open position and other input drives actuator to close position. No signal of either input remains in last position.
 - 3) Proportional: Actuator drives proportional to input signal and modulates throughout its angle of rotation. Suitable for zero- to 10 and 4- to 20-mA signals.
 - 4) Pulse Width Modulation (PWM): Actuator drives to a specified position according to pulse duration (length) of signal from a dry contact closure, triac sink, or source controller.
 - 5) Programmable Multi-Function:
 - 6) Control Input, Position Feedback, and Running Time: Factory or field programmable.
 - 7) Diagnostic: Feedback of hunting or oscillation, mechanical overload, mechanical travel, and mechanical load limit.
 - 8) Service Data: Include, at a minimum, number of hours powered and number of hours in motion.
 - 12. Position Feedback:

- a. Equip two-position actuators with limits switches or other positive means of a position indication signal for remote monitoring of open and close position.
 - b. Equip modulating actuators with a position feedback through voltage signal for remote monitoring.
 - c. Provide a position indicator and graduated scale on each actuator indicating open and closed travel limits.
13. Fail-Safe:
- a. Where indicated, provide actuator to fail to an end position.
 - b. Internal spring return mechanism to drive controlled device to an end position (open or close) on loss of power.
 - c. Batteries, capacitors, and other non-mechanical forms of fail-safe operation are acceptable only where uniquely indicated.
14. Integral Overload Protection:
- a. Provide against overload throughout the entire operating range in both directions.
 - b. Electronic overload, digital rotation sensing circuitry, mechanical end switches, or magnetic clutches are acceptable methods of protection.
15. Valve Attachment:
- a. Unless otherwise required for valve interface, provide an actuator designed to be directly coupled to valve shaft without the need for connecting linkages.
 - b. Attach actuator to valve drive shaft in a way that ensures maximum transfer of power and torque without slippage.
 - c. Bolt and set screw method of attachment is acceptable only if provided with at least two points of attachment.
16. Temperature and Humidity:
- a. Temperature: Suitable for operating temperature range encountered by application with minimum operating temperature range of minus 20 to plus 120 deg F.
 - b. Humidity: Suitable for humidity range encountered by application; minimum operating range shall be from 5 to 95 percent relative humidity, non-condensing.
17. Enclosure:
- a. Suitable for ambient conditions encountered by application.
 - b. NEMA 250, Type 2 for indoor and protected applications.
 - c. NEMA 250, Type 4 or Type 4X for outdoor and unprotected applications.
 - d. Provide actuator enclosure with heater and control where required by application.
18. Stroke Time:
- a. Operate valve from fully closed to fully open within 60 seconds.
 - b. Operate valve from fully open to fully closed within 60 seconds.
 - c. Move valve to failed position within 15 seconds.
 - d. Select operating speed to be compatible with equipment and system operation.
19. Sound:
- a. Spring Return: 62 dBA.
 - b. Non-Spring Return: 45 dBA.

2.04 DAMPERS

- A. Performance Requirements:
- 1. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
 - 2. ASME Compliance: Fabricate and label products to comply with ASME Boiler and Pressure Vessel Code where required by authorities having jurisdiction.
 - 3. Delegated Design: Engage a qualified professional, as defined in Section 014000 "Quality Requirements," to size products where indicated as delegated design.
 - 4. Ground Fault: Products shall not fail due to ground fault condition when suitably grounded.
 - 5. Backup Power Source: Systems and equipment served by a backup power source shall have associated control damper actuators served from a backup power source.
 - 6. Environmental Conditions:

7. Provide electric control-damper actuators, with protective enclosures satisfying the following minimum requirements unless more stringent requirements are indicated.
 8. Electric control-damper actuators not available with integral enclosures, complying with requirements indicated, shall be housed in protective secondary enclosures.
 9. Hazardous Locations: Explosion-proof rating for condition.
 10. Selection Criteria:
 - a. Fail positions unless otherwise indicated:
 - 1) Supply Air: Last position.
 - 2) Return Air: Last position.
 - 3) Outdoor Air: Last position.
 - 4) Mixed Air: Last position.
 - 5) Exhaust Air: Last position.
 - b. Dampers shall have stable operation throughout full range of operation, from design to minimum airflow over varying pressures and temperatures encountered.
 - c. Select modulating dampers for a pressure drop of 2 percent of fan total static pressure unless otherwise indicated.
 - d. Two-position dampers shall be full size of duct or equipment connection unless otherwise indicated.
 - e. Pneumatic, two-position control dampers shall provide a smooth opening and closing characteristic slow enough to avoid excessive pressure. Dampers with pneumatic actuators shall have an adjustable opening time (valve full closed to full open) and an adjustable closing time (valve full open to full closed) ranging from zero to 10 seconds. Opening and closing times shall be independently adjustable.
 - f. Control-damper, pneumatic-control signal shall not exceed 200 feet. For longer distances, provide an electric/electronic control signal to the damper and an electric solenoid valve or electro-pneumatic transducer at the damper to convert the control signal to pneumatic.
 11. Unless otherwise indicated, use parallel blade configuration for two-position control, equipment isolation service, and when mixing two airstreams. For other applications, use opposed blade configuration.
 12. Factory assemble multiple damper sections to provide a single damper assembly of size required by the application.
 13. Damper actuator shall be factory installed by damper manufacturer as integral part of damper assembly. Coordinate actuator location and mounting requirements with damper manufacturer.
- B. Manufacturers:
1. Ruskin.
 2. Greenheck.
 3. Substitutions: See Section 01 6000 - Product Requirements.
- C. Performance: Test in accordance with AMCA 500-D.
- D. Frames: Extruded aluminum, welded or riveted with corner reinforcement, minimum 12 gage, 0.1046 inch.
- E. Blade Seals: Synthetic elastomeric, mechanically attached, field replaceable.
- F. Jamb Seals: Spring stainless steel.
- G. Shaft Bearings: Molded synthetic or stainless-steel sleeve mounted in frame..
- H. Leakage: Less than one percent based on approach velocity of 2000 ft per min and 4 inches wg.
- I. Pressure Drop: 0.05-in. wg at 1500 fpm across a 24-by-24-inch damper when tested according to AMCA 500-D, figure 5.3.
- J. Pressure Rating: Damper close-off pressure equal to fan shutoff pressure with a maximum blade deflection of 1/200 of blade length.

2.05 DAMPER OPERATORS

- A. General: Provide smooth proportional control with sufficient power for air velocities 20 percent greater than maximum design velocity and to provide tight seal against maximum system pressures. Provide spring return for two position control and for fail safe operation.
 - 1. Provide sufficient number of operators to achieve unrestricted movement throughout damper range.
 - 2. Provide one operator for maximum 36 sq ft damper section.
- B. Electric Operators:
 - 1. Spring return, adjustable stroke motor having oil immersed gear train, with auxiliary end switch.

2.06 INPUT/OUTPUT SENSORS

- A. Temperature Sensors:
 - 1. Use thermistor or RTD type temperature sensing elements with characteristics resistant to moisture, vibration, and other conditions consistent with the application without affecting accuracy and life expectancy.
 - 2. Construct RTD of nickel or platinum with base resistance of 1000 ohms at 70 degrees F.
 - 3. 100 ohm platinum RTD is acceptable if used with project DDC controllers.
 - 4. Temperature Sensing Device: Compatible with project DDC controllers.
 - 5. Performance Characteristics:
 - a. RTD:
 - 1) Room Sensor Accuracy: Plus/minus 0.50 degrees F minimum.
 - 2) Duct Averaging Accuracy: Plus/minus 0.50 degrees F minimum.
 - 3) All Other Accuracy: Plus/minus 0.75 degrees F minimum.
 - b. Thermistor:
 - 1) Accuracy (All): Plus/minus 0.36 degrees F minimum.
 - 2) Range: Minus 25 degrees F through 122 degrees F minimum.
 - c. Sensing Range:
 - 1) Provide limited range sensors if required to sense the range expected for a respective point.
 - 2) Use RTD type sensors for extended ranges beyond minus 30 degrees F to 230 degrees F.
 - 3) Use temperature transmitters in conjunction with RTD's when RTD's are incompatible with DDC controller direct temperature input.
 - d. Wire Resistance:
 - 1) Use appropriate wire size to limit temperature offset due to wire resistance to 1.0 degree F or use temperature transmitter when offset is greater than 1.0 degree F due to wire resistance.
 - 2) Compensate for wire resistance in software input definition when feature is available in the DDC controller.
 - e. Outside Air Sensors: Watertight inlet fitting shielded from direct rays of the sun.
 - f. Immersion Temperature Sensors: A sensor encased in a corrosion-resistant probe with an indoor junction box service entry body.
 - g. Ceiling and Recessed Mount Temperature Sensors: Ceiling-mounted sensor in a low-profile housing.
 - h. Room Temperature Sensors:
 - 1) Construct for surface or wall box mounting.
 - 2) Provide the following:
 - (a) Setpoint reset slide switch with an adjustable temperature range.
 - (b) Individual heating/cooling setpoint slide switches.
 - (c) Momentary override request push button for activation of after-hours operation.
 - i. Room Temperature Sensors with Integral Digital Display:
 - 1) Construct for surface or wall box.
 - 2) Provide a four button keypad with the following capabilities:
 - (a) Indication of space and outdoor temperatures.

- (b) Setpoint adjustment to accommodate room setpoint and Sequence of Operation.
 - (c) Display and control fan operation status.
 - (d) Manual occupancy override and indication of occupancy status.
 - (e) Controller mode status.
 - (f) Password enabled setpoint and override modes.
- B. Humidity Sensors:
 - 1. Duct Mounted Sensor: Voltage type encased in a die-cast metal, weather-proof housing.
 - a. Humidity:
 - 1) HS Element: Digitally profiled thin-film capacitive.
 - 2) Accuracy 1 percent at 10 to 80 percent relative humidity at 77 degrees F, multi-point calibration, NIST traceable.
 - (a) Plus/minus 1 percent at 20 to 40 percent RH in mA output mode; (multi-point calibration, NIST traceable).
 - 3) Scaling: 0 to 100 percent RH.
 - b. Temperature Effect:
 - 1) Duct Mounted: Plus/minus 0.18 percent per degree F.
 - 2) Outdoor Mounted: 4 to 20mA version: $(0.0013 \times \%RH \times (T_{\text{degreeC}} - 25))$.
 - c. Hysteresis: 1.5 percent typical.
 - d. Linearity: Included in accuracy specification.
 - e. Reset Rate: 24 hours.
 - f. Stability: Plus/minus 1 percent at 68 degrees F (20 degrees C) annually, for two years.
- C. Static Pressure (Air Pressure) Sensors:
 - 1. Unidirectional with ranges not exceeding 150 percent of maximum expected input.
 - 2. Temperature compensate with typical thermal error or 0.06 percent of full scale in temperature range of 40 to 100 degrees F.
 - 3. Accuracy: One percent of full scale with repeatability 0.3 percent.
 - 4. Output: 0 to 5 vdc with power at 12 to 28 vdc.
- D. Equipment Operation (Current) Sensors:
 - 1. Status Inputs for Fans: Differential pressure switch with adjustable range of 0 to 5 inches wg.
 - 2. Status Inputs for Pumps: Differential pressure switch piped across pump with adjustable pressure differential range of 8 to 60 psi.
 - 3. Status Inputs for Electric Motors: Current sensing relay with current transformers, adjustable and set to 175 percent of rated motor current.
- E. Carbon Monoxide Sensors, for Single-Gang Electrical Box Mounting:
 - 1. General:
 - a. Provide gas platform, wired to the building controller, with replaceable sensor.
 - b. Input Power: Class 2; 15 to 30 VDC/24 VAC plus/minus 20 percent, 50/60 Hz.
- F. Carbon Dioxide Sensors, Duct and Wall:
 - 1. General: Provide non-dispersive infrared (NDIR), diffusion sampling CO2 sensors with integral transducers and linear output.

2.07 THERMOSTATS

- A. Low-Limit Temperature Cutout Switch (low-limit thermostat or freezestat):
 - 1. Configuration: Digital module tied to sensor-assembly.
 - 2. Sensing Length: 4 feet.
 - 3. Setpoint Adjust: Slider.
 - 4. Switch Type: SPDT, snap-action, form C in dust-protected enclosure.
 - 5. Mounting: Locate on cooling coil intake side.
 - 6. Field Interface: Connect load line-voltage to stater.
 - 7. Electrical Rating: Pilot duty, 125 VA at 125 to 600 VAC.

- B. Line Voltage Thermostats:
 - 1. Integral manual On/Off/Auto selector switch, single or two pole as required.
 - 2. Dead Band: Maximum 2 degrees F.
 - 3. Cover: Locking with set point adjustment, with thermometer.
 - 4. Rating: Motor load.
- C. Room Thermostat Accessories:
 - 1. Thermostat Covers: Vandal proof clear plastic..
 - 2. Insulating Bases: For thermostats located on exterior walls.
- D. Outdoor Reset Thermostats:
 - 1. Remote bulb or bimetal rod and tube type, proportioning action with adjustable throttling range, adjustable setpoint.
 - 2. Scale range: Minus 10 to 70 degrees F.
- E. Airstream Thermostats:
 - 1. Remote bulb or bimetallic rod and tube type, proportional action with adjustable setpoint in middle of range and adjustable throttling range.
 - 2. Averaging service remote bulb element: 7.5 feet.
- F. Electric Low Limit Duct Thermostats:
 - 1. Snap acting, single pole, single throw, manual reset switch that trips if temperature sensed across any 12 inches of bulb length is equal to or below setpoint,
 - 2. Bulb length: Minimum 20 feet.
 - 3. Provide one thermostat for every 20 sq ft of coil surface.
- G. Electric High Limit Duct Thermostats:
 - 1. Snap acting, single pole, single throw, manual reset switch that trips if temperature sensed across any 12 inches of bulb length is equal to or above setpoint,
 - 2. Bulb length: Minimum 20 feet.
 - 3. Provide one thermostat for every 20 sq ft of coil surface.

2.08 TRANSMITTERS

- A. Pressure Transmitters:
 - 1. One pipe direct acting indicating type for gas, liquid, or steam service, range suitable for system, proportional electronic output.
- B. Air Pressure Transmitters:
 - 1. General: Provide dry media differential pressure transducers to monitor duct and room pressure.
 - a. Response Time:
 - 1) Fast: T95 in 2 seconds.
 - 2) Switch selectable.
 - b. Mode: Switch selectable, unidirectional.
- C. Water Pressure Transmitters (Liquid Differential Pressure Transmitters):
 - 1. General: Provide wet media differential pressure transducers with 6 ft (1.83 m) armored cable, to allow remote pressure sensing capability using existing plumbing runs.
 - a. Operating Conditions:
 - 1) Temperature Compensated Range:
 - (a) TC Zero less than 1.5 percent of product F.S. (full scale) per sensor.
- D. Temperature Transmitters:
 - 1. One pipe, directly proportional output signal to measured variable, linearity within plus or minus 1/2 percent of range for 200 degrees F span and plus or minus 1 percent for 50 degrees F span, with 50 degrees F. temperature range, compensated bulb, averaging capillary, or rod and tube operation on 20 psig input pressure and 3 to 15 psig output.
- E. Humidity Transmitters:
 - 1. One pipe, directly proportioned output signal to measured variable, linearity within plus or minus 1 percent for 70 percent relative humidity span, capable of withstanding 95 percent

relative humidity without loss of calibration.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify that systems are ready to receive work.
- C. Beginning of installation means installer accepts existing conditions.
- D. Sequence work to ensure installation of components is complementary to installation of similar components in other systems.
- E. Coordinate installation of system components with installation of mechanical systems equipment such as air handling units and air terminal units.
- F. Ensure installation of components is complementary to installation of similar components.
- G. Coordinate installation of system components with installation of mechanical systems equipment such as air handling units and air terminal units.

3.02 INSTALLATION

- A. Furnish and install products required to satisfy most stringent requirements indicated.
- B. Install products level, plumb, parallel, and perpendicular with building construction.
- C. Install in accordance with manufacturer's instructions.
- D. Check and verify location of thermostats with plans and room details before installation. Locate 60 inches above floor. Align with lighting switches and humidistats. Refer to Section 26 2726.
- E. Mount outdoor reset thermostats and outdoor sensors indoors, with sensing elements outdoors with sun shield.
- F. Provide guards on thermostats in public areas and where indicated.
- G. Provide valves with position indicators and with pilot positioners where sequenced with other controls.
- H. Provide separate steam valves for each bank of coils. Provide two valves in parallel where steam load exceeds 1500 lb per hr with 1/3 to 2/3 load capacities sequenced with smaller valve opening first.
- I. Provide isolation (two position) dampers of parallel blade construction.
- J. Install damper motors on outside of duct in warm areas. Do not install motors in locations at outdoor temperatures.
- K. Mount control panels adjacent to associated equipment on vibration free walls or free standing angle iron supports. One cabinet may accommodate more than one system in same equipment room. Provide engraved plastic nameplates for instruments and controls inside cabinet and engraved plastic nameplates on cabinet face.
- L. Install "hand/off/auto" selector switches to override automatic interlock controls when switch is in "hand" position.
- M. Provide conduit and electrical wiring in accordance with Section 26 0583. Electrical material and installation shall be in accordance with appropriate requirements of Division 26.

END OF SECTION

SECTION 23 09 23
DIRECT-DIGITAL CONTROL SYSTEM FOR HVAC

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. System description.
- B. Operator interface.
- C. Controllers.
- D. Power supplies and line filtering.
- E. System software.
- F. Controller software.
- G. HVAC control programs.

1.02 RELATED REQUIREMENTS

- A. Section 23 09 13 - Instrumentation and Control Devices for HVAC.
- B. Section 23 09 93 - Sequence of Operations for HVAC Controls.
- C. Section 26 05 83 - Wiring Connections: Electrical characteristics and wiring connections.

1.03 REFERENCE STANDARDS

- A. ASHRAE Std 135 - A Data Communication Protocol for Building Automation and Control Networks 2020, with Errata and Amendments (2022).
- B. CTA-709.1 - Control Network Protocol Specification 2014d.
- C. MIL-STD-810 - Environmental Engineering Considerations and Laboratory Tests 2019h.
- D. Modbus (PS) - The Modbus Organization Communications Protocol. Latest Update.
- E. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- F. UL (DIR) - Online Certifications Directory Current Edition.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meeting: Conduct a preinstallation meeting one week prior to the start of the work of this section; require attendance by all affected installers.

1.05 SUBMITTALS

- A. Product Data: Provide data for each system component and software module.
- B. Shop Drawings:
 - 1. Indicate trunk cable schematic showing programmable control unit locations, and trunk data conductors.
 - 2. List connected data points, including connected control unit and input device.
 - 3. Indicate system graphics indicating monitored systems, data (connected and calculated) point addresses, and operator notations. Provide demonstration digital media containing graphics.
 - 4. Show system configuration with peripheral devices, batteries, power supplies, diagrams, modems, and interconnections.
 - 5. Indicate description and sequence of operation of operating, user, and application software.

1.06 QUALITY ASSURANCE

- A. Perform work in accordance with NFPA 70.
- B. Installer Qualifications: Company specializing in performing work of the type specified and with minimum three years of documented experience.
- C. Products Requiring Electrical Connection: Listed and classified by UL (DIR) as suitable for purpose specified and indicated.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Tridium Niagara.:

2.02 SYSTEM DESCRIPTION

- A. The owners existing web-based supervisory system (JCI Metasys) shall be eliminated and upgraded to the latest version of Tridium Niagara AX N4.10 Supervisory as of June 01, 2022 including all patches and required licensing for existing networks and new networks and equipment.
- B. Provide LON communications driver for all new building JACE controllers, equipment level LON controllers are to remain, points to be utilized, and graphics to be created from a standard library.
- C. Include the system 100 license package with the new district front end. Remaining licenses are to be used in future upgrades.
- D. Provide BACnet MSTP communications for all new RTUs, Terminal units, etc. to the new JACE.
- E. Provide BACnet MSTP communications driver/card for all existing equipment that is to be integrated to the new Tridium building management system.
- F. The control system for this project shall consist of a web-based direct digital control (DDC) system. The new system shall be coordinated with the existing web-based control system. The new controls for this project shall be integrated into the new supervisory system.
- G. The system shall directly control HVAC equipment as detailed on the drawings. Each zone controller shall provide occupied and unoccupied modes of operation by individual zone. Furnish energy conservation features such as optimal start and stop, night setback, request-based logic, and demand level adjustment of setpoints as specified in the sequence.
- H. Include computer software and hardware, operator input/output devices, control units, local area networks (LAN), sensors, control devices, actuators.
- I. Include installation and calibration, supervision, adjustments, and fine tuning necessary for complete and fully operational system.

2.03 OPERATOR INTERFACE

- A. PC Based Work Station:
 - 1. Resides on high speed network with building controllers.
 - 2. Connected to server for full access to all system information.
- B. Workstation, controllers, and control backbone to communicate using BACnet protocol and addressing.
- C. BACnet protocol to comply with ASHRAE Std 135.
- D. LonTalk protocol to comply with CTA-709.1.
- E. Hardware:
 - 1. Laptop:
 - a. Laptop(s) to be provided by DDC controls manufacturer.
 - b. Quantity: Provide allowance for 3 computer(s).

2.04 CONTROLLERS

- A. Building Controllers:
 - 1. General:
 - a. Manage global strategies by one or more, independent, standalone, microprocessor based controllers.
 - b. Provide sufficient memory to support controller's operating system, database, and programming requirements.
 - c. Share data between networked controllers.

- d. Controller operating system manages input and output communication signals allowing distributed controllers to share real and virtual object information and allowing for central monitoring and alarms.
- e. Utilize real-time clock for scheduling.
- f. Continuously check processor status and memory circuits for abnormal operation.
- g. Controller to assume predetermined failure mode and generate alarm notification upon detection of abnormal operation.
- h. Communication with other network devices to be based on assigned protocol.
- 2. Communication:
 - a. Controller to reside on a BACnet network using ISO 8802-3 (ETHERNET) Data Link/Physical layer protocol.
 - b. Perform routing when connected to a network of custom application and application specific controllers.
 - c. Provide service communication port for connection to a portable operator's terminal or hand held device with compatible protocol.
- 3. Anticipated Environmental Ambient Conditions:
 - a. Outdoors and/or in Wet Ambient Conditions:
 - 1) Mount within waterproof enclosures.
 - 2) Rated for operation at 40 to 150 degrees F (4 to 65 degrees C).
 - b. Conditioned Space:
 - 1) Mount within dustproof enclosures.
 - 2) Rated for operation at 32 to 120 degrees F (0 to 50 degrees C).
- 4. Provisions for Serviceability:
 - a. Diagnostic LEDs for power, communication, and processor.
 - b. Make all wiring connections to field removable, modular terminal strips, or to a termination card connected by a ribbon cable.
- 5. Memory: In the event of a power loss, maintain all BIOS and programming information for a minimum of 72 hours.
- 6. Power and Noise Immunity:
 - a. Maintain operation at 90 to 110 percent of nominal voltage rating.
 - b. Perform orderly shutdown below 80 percent of nominal voltage.
 - c. Operation protected against electrical noise of 5 to 120 Hz and from keyed radios up to 5 W. at 3 feet (1 m).
- B. Input/Output Interface:
 - 1. Hardwired inputs and outputs tie into the DDC system through building, custom application, or application specific controllers.
 - 2. All Input/Output Points:
 - a. Protect controller from damage resulting from any point short-circuiting or grounding and from voltage up to 24 volts of any duration.
 - b. Provide universal type for building and custom application controllers where input or output is software designated as either binary or analog type with appropriate properties.
 - 3. Binary Inputs:
 - a. Allow monitoring of On/Off signals from remote devices.
 - b. Provide wetting current of 12 mA minimum, compatible with commonly available control devices and protected against the effects of contact bounce and noise.
 - c. Sense dry contact closure with power provided only by the controller.
 - 4. Pulse Accumulation Input Objects: Comply with all requirements of binary input objects and accept up to 10 pulses per second.
 - 5. Analog Inputs:
 - a. Allow for monitoring of low voltage 0 to 10 VDC, 4 to 20 mA current, or resistance signals (thermistor, RTD).
 - b. Compatible with and field configurable to commonly available sensing devices.
 - 6. Binary Outputs:

- a. Used for On/Off operation or a pulsed low-voltage signal for pulse width modulation control.
 - b. Outputs provided with three position (On/Off/Auto) override switches.
 - c. Status lights for building and custom application controllers to be selectable for normally open or normally closed operation.
7. Analog Outputs:
- a. Monitoring signal provides a 0 to 10 VDC or a 4 to 20 mA output signal for end device control.
 - b. Provide status lights and two position (AUTO/MANUAL) switch for building and custom application controllers with manually adjustable potentiometer for manual override on building and custom application controllers.
 - c. Drift to not exceed 0.4 percent of range per year.
8. Tri State Outputs:
- a. Coordinate two binary outputs to control three point, floating type, electronic actuators without feedback.
 - b. Control algorithms run the zone actuator to one end of its stroke once every 24 hours for verification of operator tracking.
9. System Object Capacity:
- a. System size to be expandable to twice the number of input output objects required by providing additional controllers, including associated devices and wiring.
 - b. Hardware additions or software revisions for the installed operator interfaces are not to be required for future, system expansions.

2.05 POWER SUPPLIES AND LINE FILTERING

- A. Power Supplies:
- 1. Provide UL listed control transformers with Class 2 current limiting type or over-current protection in both primary and secondary circuits for Class 2 service as required by the NEC.
 - 2. Limit connected loads to 80 percent of rated capacity.
 - 3. Match DC power supply to current output and voltage requirements.
 - 4. Unit to be full wave rectifier type with output ripple of 5.0 mV maximum peak to peak.
 - 5. Regulation to be 1 percent combined line and load with 100 microsecond response time for 50 percent load changes.
 - 6. Provide over-voltage and over-current protection to withstand a 150 percent current overload for 3 seconds minimum without trip-out or failure.
 - 7. Operational Ambient Conditions: 32 to 120 degrees F (0 to 50 degrees C).
 - 8. EM/RF meets FCC Class B and VDE 0871 for Class B and MIL-STD-810 for shock and vibration.
 - 9. Line voltage units UL recognized and CSA approved.
- B. Power Line Filtering:
- 1. Provide external or internal transient voltage and surge suppression component for all workstations and controllers.
 - 2. Minimum surge protection attributes:
 - a. Dielectric strength of 1000 volts minimum.
 - b. Response time of 10 nanoseconds or less.
 - c. Transverse mode noise attenuation of 65 dB or greater.
 - d. Common mode noise attenuation of 150 dB or greater at 40 to 100 Hz.

2.06 LOCAL AREA NETWORK (LAN)

- A. Provide communication between control units over local area network (LAN).
- B. LAN Capacity: Not less than 60 stations or nodes.
- C. Break in Communication Path: Alarm and automatically initiate LAN reconfiguration.
- D. LAN Data Speed: Minimum 19.2 Kb.

- E. Communication Techniques: Allow interface into network by multiple operation stations and by auto-answer/auto-dial modems. Support communication over telephone lines utilizing modems.
- F. Transmission Median: Fiber optic or single pair of solid 24 gage twisted, shielded copper cable.
- G. Network Support: Time for global point to be received by any station, shall be less than 3 seconds. Provide automatic reconfiguration if any station is added or lost. If transmission cable is cut, reconfigure two sections with no disruption to system's operation, without operator intervention.

2.07 SYSTEM SOFTWARE

- A. Operating System:
 - 1. Concurrent, multi-tasking capability.
 - a. Common Software Applications Supported: Microsoft Excel.
 - b. Acceptable Operating Systems: [_____].
 - 2. System Graphics:
 - a. Allow up to 10 graphic screens, simultaneously displayed for comparison and monitoring of system status.
 - b. Animation displayed by shifting image files based on object status.
 - c. Provide method for operator with password to perform the following:
 - 1) Move between, change size, and change location of graphic displays.
 - 2) Modify on-line.
 - 3) Add, delete, or change dynamic objects consisting of:
 - (a) Analog and binary values.
 - (b) Dynamic text.
 - (c) Static text.
 - (d) Animation files.
 - 3. Custom Graphics Generation Package:
 - a. Create, modify, and save graphic files and visio format graphics in PCX formats.
 - b. HTML graphics to support web browser compatible formats.
 - c. Capture or convert graphics from AutoCAD.
 - 4. Standard HVAC Graphics Library:
 - a. HVAC Equipment:
 - 1) Chillers.
 - 2) Boilers.
 - 3) Air Handlers.
 - 4) Terminal HVAC Units.
 - 5) Unit Ventilators.
 - b. Ancillary Equipment:
 - 1) Fans.
 - 2) Pumps.
 - 3) Coils.
 - 4) Dampers.
- B. Workstation System Applications:
 - 1. Automatic System Database Save and Restore Functions:
 - a. Current database copy of each Building Controller is automatically stored on hard disk.
 - b. Automatic update occurs upon change in any system panel.
 - c. In the event of database loss in any system panel, the first workstation to detect the loss automatically restores the database for that panel unless disabled by the operator.
 - 2. Manual System Database Save and Restore Functions by Operator with Password Clearance:
 - a. Save database from any system panel.
 - b. Clear a panel database.
 - c. Initiate a download of a specified database to any system panel.

3. Software provided allows system configuration and future changes or additions by operators under proper password protection.
4. On-line Help:
 - a. Context-sensitive system assists operator in operation and editing.
 - b. Available for all applications.
 - c. Relevant screen data provided for particular screen display.
 - d. Additional help available via hypertext.
5. Security:
 - a. Operator log-on requires user name and password to view, edit, add, or delete data.
 - b. System security selectable for each operator.
 - c. System supervisor sets passwords and security levels for all other operators.
 - d. Operator passwords to restrict functions accessible to viewing and/or changing system applications, editor, and object.
 - e. Automatic, operator log-off results from keyboard or mouse inactivity during user-adjustable, time period.
 - f. All system security data stored in encrypted format.
6. System Diagnostics:
 - a. Operations Automatically Monitored:
 - 1) Workstations.
 - 2) Printers.
 - 3) Modems.
 - 4) Network connections.
 - 5) Building management panels.
 - 6) Controllers.
 - b. Device failure is annunciated to the operator.
7. Alarm Processing:
 - a. All system objects are configurable to "alarm in" and "alarm out" of normal state.
 - b. Configurable Objects:
 - 1) Alarm limits.
 - 2) Alarm limit differentials.
 - 3) States.
 - 4) Reactions for each object.
8. Alarm Messages:
 - a. Descriptor: English language.
 - b. Recognizable Features:
 - 1) Source.
 - 2) Location.
 - 3) Nature.
9. Configurable Alarm Reactions by Workstation and Time of Day:
 - a. Logging.
 - b. Printing.
 - c. Starting programs.
 - d. Displaying messages.
 - e. Dialing out to remote locations.
 - f. Paging.
 - g. Providing audible annunciation.
 - h. Displaying specific system graphics.
10. Custom Trend Logs:
 - a. Definable for any data object in the system including interval, start time, and stop time.
 - b. Trend Data:
 - 1) Sampled and stored on the building controller panel.
 - 2) Archivable on hard disk.
 - 3) Retrievable for use in reports, spreadsheets and standard database programs.

- 4) Archival on LAN accessible storage media including hard disk, tape, Raid array drive, and virtual cloud environment.
- 5) Protected and encrypted format to prevent manipulation, or editing of historical data and event logs.
- 11. Alarm and Event Log:
 - a. View all system alarms and change of states from any system location.
 - b. Events listed chronologically.
 - c. Operator with proper security acknowledges and clears alarms.
 - d. Alarms not cleared by operator are archived to the workstation hard disk.
- 12. Object, Property Status and Control:
 - a. Provide a method to view, edit if applicable, the status of any object and property in the system.
 - b. Status Available by the Following Methods:
 - 1) Menu.
 - 2) Graphics.
 - 3) Custom Programs.
- 13. Reports and Logs:
 - a. Reporting Package:
 - 1) Allows operator to select, modify, or create reports.
 - 2) Definable as to data content, format, interval, and date.
 - 3) Archivable to hard disk.
 - b. Real-time logs available by type or status such as alarm, lockout, normal, etc.
 - c. Stored on hard disk and readily accessible by standard software applications, including spreadsheets and word processing.
 - d. Set to be printed on operator command or specific time(s).
- 14. Reports:
 - a. Standard:
 - 1) Objects with current values.
 - 2) Current alarms not locked out.
 - 3) Disabled and overridden objects, points and SNVTs.
 - 4) Objects in manual or automatic alarm lockout.
 - 5) Objects in alarm lockout currently in alarm.
 - 6) Logs:
 - (a) Alarm History.
 - (b) System messages.
 - (c) System events.
 - (d) Trends.
 - b. Custom:
 - 1) Daily.
 - 2) Weekly.
 - 3) Monthly.
 - 4) Annual.
 - 5) Time and date stamped.
 - 6) Title.
 - 7) Facility name.
 - c. Tenant Override:
 - 1) Monthly report showing total, requested, after-hours HVAC and lighting services on a daily basis for each tenant.
 - 2) Annual report showing override usage on a monthly basis.
- C. Workstation Applications Editors:
 - 1. Provide editing software for each system application at PC workstation.
 - 2. Downloaded application is executed at controller panel.
 - 3. Full screen editor for each application allows operator to view and change:
 - a. Configuration.

- b. Name.
- c. Control parameters.
- d. Set-points.
- 4. Scheduling:
 - a. Monthly calendar indicates schedules, holidays, and exceptions.
 - b. Allows several related objects to be scheduled and copied to other objects or dates.
 - c. Start and stop times adjustable from master schedule.
- 5. Custom Application Programming:
 - a. Create, modify, debug, edit, compile, and download custom application programming during operation and without disruption of all other system applications.
 - b. Programming Features:
 - 1) English oriented language, based on BASIC, FORTRAN, C, or PASCAL syntax allowing for free form programming.
 - 2) Alternative language graphically based using appropriate function blocks suitable for all required functions and amenable to customizing or compounding.
 - 3) Insert, add, modify, and delete custom programming code that incorporates word processing features such as cut/paste and find/replace.
 - 4) Allows the development of independently, executing, program modules designed to enable and disable other modules.
 - 5) Debugging/simulation capability that displays intermediate values and/or results including syntax/execution error messages.
 - 6) Support for conditional statements (IF/THEN/ELSE/ELSE-F) using compound Boolean (AND, OR, and NOT) and/or relations (EQUAL, LESS THAN, GREATER THAN, NOT EQUAL) comparisons.
 - 7) Support for floating-point arithmetic utilizing plus, minus, divide, times, square root operators; including absolute value; minimum/maximum value from a list of values for mathematical functions.
 - 8) Language consisting of resettable, predefined, variables representing time of day, day of the week, month of the year, date; and elapsed time in seconds, minutes, hours, and days where the variable values can be used in IF/THEN comparisons, calculations, programming statement logic, etc.
 - 9) Language having predefined variables representing status and results of the system software enables, disables, and changes the set points of the controller software.

2.08 CONTROLLER SOFTWARE

- A. All applications reside and operate in the system controllers and editing of all applications occurs at the operator workstation.
- B. System Security:
 - 1. User access secured via user passwords and user names.
 - 2. Passwords restrict user to the objects, applications, and system functions as assigned by the system manager.
 - 3. User Log On/Log Off attempts are recorded.
 - 4. Automatic Log Off occurs following the last keystroke after a user defined delay time.
- C. Object or Object Group Scheduling:
 - 1. Weekly Schedules Based on Separate, Daily Schedules:
 - a. Include start, stop, optimal stop, and night economizer.
 - b. 10 events maximum per schedule.
 - c. Start/stop times adjustable for each group object.
- D. Provide standard application for equipment coordination and grouping based on function and location to be used for scheduling and other applications.
- E. Alarms:
 - 1. Binary object is set to alarm based on the operator specified state.
 - 2. Analog object to have high/low alarm limits.

3. All alarming is capable of being automatically and manually disabled.
4. Alarm Reporting:
 - a. Operator determines action to be taken for alarm event.
 - b. Alarms to be routed to appropriate workstation.
- F. Maintenance Management: System monitors equipment status and generates maintenance messages based upon user-designated run-time limits.
- G. Sequencing: Application software based upon specified sequences of operation in Section 23 09 93.
- H. PID Control Characteristics:
 1. Direct or reverse action.
 2. Anti-windup.
 3. Calculated, time-varying, analog value, positions an output or stages a series of outputs.
 4. User selectable controlled variable, set-point, and PED gains.
- I. Staggered Start Application:
 1. Prevents all controlled equipment from simultaneously restarting after power outage.
 2. Order of equipment startup is user selectable.
- J. Anti-Short Cycling:
 1. All binary output objects protected from short-cycling.
 2. Allows minimum on-time and off-time to be selected.
- K. On-Off Control with Differential:
 1. Algorithm allows binary output to be cycled based on a controlled variable and set-point.
 2. Algorithm to be direct-acting or reverse-acting incorporating an adjustable differential.
- L. Run-Time Totalization:
 1. Totalize run-times for all binary input objects.
 2. Provides operator with capability to assign high run-time alarm.

PART 3 EXECUTION

3.01 INSTALLERS

- A. Installer List:
 1. Metro Controls, Inc..
 2. AES Controls.
 3. K&S Ventures

3.02 EXAMINATION

- A. Verify existing conditions before starting work.

3.03 INSTALLATION

- A. Install control units and other hardware in position on permanent walls where not subject to excessive vibration.
- B. Install software in control units and in operator work station. Implement all features of programs to specified requirements and appropriate to sequence of operation. Refer to Section 23 09 93.
- C. Provide conduit and electrical wiring in accordance with Section 26 05 83. Electrical material and installation shall be in accordance with appropriate requirements of Division 26.

3.04 MANUFACTURER'S FIELD SERVICES

- A. Start and commission systems. Allow sufficient time for start-up and commissioning prior to placing control systems in permanent operation.

END OF SECTION