



REQUEST FOR JOC ORDER CONTRACT

JOCPROJ – MEDPROAVPROJECT2425

Medical Professions AV Project 2024-2025

JOC PROPOSAL ITEM: Medical Professions AV Project 2024-2025,
10650 N. Expressway, US-77, Olmito, Texas

DEADLINE: Thursday, November 7, 2024
2:00 p.m. (CST)

JOC Proposal Package: Information on specifications may be obtained at
the South Texas Business Office, 7001 E. Expressway 83, Mercedes, TX
78570, (956) 565-2454, or download at
<https://www.stisd.net/community/public>

Email requests may be sent to: marla.knaub@stisd.net cc
Reynaldo.cantu@stisd.net, dmonreal@gmsarchitects.com, &
frank.trevino@stisd.net. JOC Proposals should be mailed or hand
delivered to:

ATTN: Ms. Marla R. Knaub,
South Texas ISD Administration
7001 E. Expressway 83., Mercedes, TX 78570.
JOCPROJ – MEDPROAVPROJECT2425

Due Date: JOC Proposals will be accepted until Thursday, November 7, 2024, at 2:00 p.m. CST

The successful bidder will be required to provide 100% performance and
payment bonds. No proposal be withdrawn for a period of sixty (60) days.
STISD is not responsible for proposals misplaced or mailed incorrectly.
JOC Proposals received late will not be accepted and will be returned.

Ms. Marla R. Knaub
Assistant Superintendent of Finance & Operations
South Texas ISD

INSTRUCTIONS TO PROPOSERS

Article I. Nature of Project:

1. General Information. The South Texas Independent School District, (District) (hereafter called the "Owner") will receive Job Order Contract for:

MEDICAL PROFESSIONS AV PROJECT 2024-2025, OLMITO, TX – SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT

(hereafter called the "Project") in accordance with the Drawings, Specifications, and other Contract Documents prepared by Gomez Mendez Saenz, Inc. (hereafter called "Architect") dated Oct. 21, 2024. This Request for Job Order Contract ("JOC") is the only step for selecting a General Contractor for the Project as provided by Chapter 2269, Subchapter D of the Texas Government Code. The JOC provides the information necessary to prepare and submit Job Order Contract for consideration and ranking by the Owner. The Owner may select the Proposal that offers the "best value" for the District based on the published selection criteria and weight of criteria, and on its ranking evaluation. As indicated herein, factors other than price will be considered in making this determination. Following evaluation and ranking of the Proposals by an evaluation committee, and approval of the rankings by the District's Board of Directors, the District may first attempt to negotiate a contract with the selected Proposer. As permitted by statute, the District may discuss with the selected Proposer options for a scope or time modification and any price change associated with the modification. If the District is unable to reach a contract with the selected Proposer, the District may formally end negotiations with that Proposer and proceed to the next ranked Proposer in the order of the selection ranking until a contract is reached or all proposals are rejected.

2. Project Description and Scope.

The Project will generally include the following Scope of Work: Campus Whole AV System Replacement

South Texas Independent School District – Medical Professions to be located at 10650 N. Expressway, US-77, Olmito, Texas 78575. The scope of the Project is more specifically described in the Drawings, Specifications, and other Contract Documents for the Project prepared by the Architect, dated Oct. 21, 2024.

3. Points-of-Contact.

a. The Owner designates the following person, as its District representative with regard to this JOC.

Dr. Marco Antonio Lara Jr., Ed. D
Superintendent of Schools South
Texas Independent School District
7001 E. Expressway 83.
Mercedes, TX 78570
Telephone: 956-565-2454
Mail: tony.lara@stisd.net

Marla Knaub,
Assistant Superintendent for
Finance & Operations South
Texas Independent School
District
7001 E. Expressway 83.
Mercedes, TX 78570
Telephone: 956-514-4222
E-Mail: marla.knaub@stisd.net

Frank Trevino, Construction
Manager South Texas
Independent School District
7001 E. Expressway 83.
Mercedes, TX 78570
Telephone: 956-514-4266
E-Mail: frank.trevino@stisd.net

b. The Owner designates the following person, as its Architect representative regarding the technical Drawings and Specifications:

Mr. David Monreal, AIA
Gomez Mendez Saenz, Inc
1150 Paredes Line Road
Brownsville, Texas 78521
Phone: 956-546-0110
E-Mail: dmonreal@gmsarchitects.com

Respondents shall restrict its contact with the Owner and direct all questions regarding this JOC, including questions regarding terms and conditions, to the District Representative, Program Consultant or Architect. Do not contact members of the Board of Directors or any other employee of the South Texas Independent School District. **Contact with any of these prohibited individuals after issuance of the JOC and before selection is made, may result in disqualification of your proposal.**

Article II. Form of Proposals:

1. Proposals must be submitted in by mail, or hand delivered “: **Medical Professions AV Project 2024-2025 JOC Proposal # JOC PROJ – MEDPROAVPROJECT2425** and bearing the name and address of the Proposer. JOC Proposals are to be addressed to the Board of Directors, South Texas Independent School District, and are to be delivered to the Business Office of South Texas ISD, Attn: Marla R. Knaub, Assistant Superintendent of Finance & Operations, South Texas Independent School District, 7001 E. Expressway 83., Mercedes, TX 78570 prior to **2:00 o'clock p.m. CST, November 7, 2024**. At such time and date, - Administration, located at 7001 E. Expressway 83., Mercedes, TX 78570. **Proposals received after the deadline will not be accepted.**

2. To achieve a uniform review process and obtain the maximum degree of comparability, it is required that proposals be organized in the manner specified. **Three (3) sets** of the proposal response are required, including one original set. The original set should be labeled “ORIGINAL” and contain original signatures, preferably in blue ink. The remaining sets are to be copies of the original and are to be labeled “COPY”. Respondents are expected to examine this RFQ carefully, understand the terms and conditions for providing the services listed herein and respond completely. **FAILURE TO COMPLETE AND PROVIDE ANY OF THE ITEMS REQUIRED HEREIN MAY RESULT IN THE RESPONDENT’S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.**

The proposal shall be submitted in the order set forth below. Each section should be separated by a tab or divider of some kind to indicate the response to the individual request for information:

- A. **MONETARY PRICE PROPOSAL.** Provide a Stipulated Sum Price Proposal for all labor, services, materials, tools, equipment, and supervision necessary for final completion of construction of the Project in accordance with the Project Schedule, Contract Documents (including General, Supplementary and other Conditions of the Contract), Drawings and Specifications, Addenda and other Construction Documents provided. Proposer’s Offer shall include no amount for sales or use taxes for which District is exempt. Such taxes shall not be reimbursable costs. Proposer’s Monetary Proposal shall be prepared on the form attached hereto as **JOC Attachment A.**
- B. **PROPOSER QUALIFICATION GENERAL QUESTIONNAIRE:** Complete and submit the Proposer Qualification General Questionnaire, **JOC Attachment A-1.**
- C. **FELONY CONVICTION NOTIFICATION:** Complete, sign and submit the Felony Conviction Notification Form, **JOC Attachment B.**
- D. **NON-COLLUSION AFFIDAVIT:** Complete and submit the Non-Collusive Affidavit of Prime Proposer, **JOC Attachment C.**
- E. **BID SECURITY.** Submit Bid Security documents as required by Article III. of this Request for Competitive Sealed JOC Proposals.
- G. **CONFLICT OF INTEREST QUESTIONNAIRE.** (CIQ). Complete, sign and submit the Conflict of Interest Questionnaire attached as **JOC Attachment D.**
- H. **SIGNATURE PAGE:** Complete, sign and submit Signature Page, **JOC Attachment E.** The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of the company or partner of the firm shall be accompanied by evidence of authority.

2. Proposals must be submitted on the forms promulgated by Owner and accompanied by bid security as set out in Article III. below. No Proposal shall be made orally, by telephone, by facsimile ("fax") transmission or by any other electronic means. All proposals shall be computed exclusive of the Texas Sales Tax; that is, such tax shall not be added to the amount offered for the construction of the Project

3. A proposal may be withdrawn by hand-delivered written document or fax request received by Owner prior to the time fixed for opening. Two signed copies of any such written or fax withdrawal should be forwarded immediately to Owner in a sealed opaque envelope properly marked to identify the contents.

5. Owner reserves the right to request supplemental information of any and all Proposers to aid the Owner in the evaluation process.

Article III. Bid Security:

1. Proposer must submit a certified or cashier’s check or proposal bond, made payable to the South Texas Independent School District, executed by a corporate surety acceptable to the District, which is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the

Treasury's Listing of Approved Sureties (Dept Circular 570).

2. The bond amount or check shall be in the amount **5% of the of the largest possible total of the Proposer's Monetary Proposal**. The Proposal Bond must be valid for sixty (60) days following the deadline for submission of proposals; must be conditioned upon the Contractor entering into the Contract in writing with the Owner in accordance with terms of the proposal, and furnishing such bonds and other instruments as may be specified in the Contract Documents with good and sufficient Surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; must be accompanied by an original signed and notarized Power-of-Attorney bearing the seal of the issuing surety company; and reflect that the signatory to the bond is a designated Attorney-in-Fact.

3. Time is of the essence, and the award of the contract to the successful Proposer is expressly conditioned upon (i) the Proposer's execution and delivery of the contract, and delivery of all required payment and performance bonds and evidence of insurance, within ten (10) calendar days after the successful Proposer is notified of the acceptance of its Proposal, and (ii) the Proposer's timely fulfillment of any and all other preconditions expressly set forth in the Contract Documents. Should the Proposer fail to timely execute and deliver the contract, required bonds, evidence of insurance, or fail to timely fulfill any other such preconditions, the Owner may, at its option and discretion, without releasing, impairing or affecting its right to receive the security as damages for such failure, rescind the award and thereafter negotiate with and award the contract to the next ranked Proposer, or may reject all Proposals.

4. The Bid Security deposited by all Proposers will be released/returned at such time as the Construction Contract has been executed by the successful Proposer. However, if Owner fails to accept any proposal within sixty (60) days after the date scheduled for opening of proposal and a Proposer withdraws its proposal, its bid security will be released/returned upon withdrawal.

Article IV. Selection Criteria and Methodology

1. Evaluation and ranking will be based on the Proposer's responses to the Proposer's Monetary Proposal and the Proposers Questionnaire attached hereto as **JOC Attachment A and A-1 and the criteria specified below** (weighted as indicated, against a total amount of 100%):

25%	PRICE The amount of Proposer's price proposal
20%	EXPERIENCE & BACKGROUND The Proposer's experience and background, based upon information provided by the Proposer and on other information obtained by references; previous experience with the Owner (4 points); recent experience (4 points); experience on similar projects for other school districts (4 points); record of on-time completion (4 points); experience in the South Texas area (4 points), and.
35%	PERFORMANCE & QUALIFICATIONS The performance and quality of the Proposer's services and completed projects, including its key personnel (5 points), record of claims and litigation (3 points), ability to schedule on-time (5 points) and in-budget completion (5 points), approach to communications (4 points), reputation for consistent on-going support, including warranty services (5 points), ability to maintain professionalism and resolve conflicts (5 points), and satisfactory safety record (3 points).
20%	FINANCIAL RESOURCES & STABILITY Proposer's resource capability as it relates to Proposer's ability to appropriately manage and oversee a Project of this size and scope as supported by documentation, provided by Proposer, including available resources (10 points), financial stability (5 points), and financial ability to perform the contract (5 points).

2. By submitting its Proposal, the Proposer agrees and understands that the Owner shall not be obligated to award a construction contract for this project strictly on the basis of the lowest monetary offer

proposed. The proposer also agrees to waive all rights to claims against the district, or persons authorized by the district, including the district's architect, for any damages whatsoever arising from the owner's or said person's evaluation of the proposer's proposal and/or qualifications to perform this specific project.

3. **ACCEPTANCE OF EVALUATION METHODOLOGY:** By submitting its Proposals in response to this JOC, the Respondent accepts the evaluation process and methodology, and further, acknowledges and accepts that determination of the "best value" offeror will require subjective judgments by the Owner.

4. If required by the Owner after the receipt of competitive sealed proposals, additional project cost modifications may be requested for further negotiations.

5. **Note:** During the course of the selection process, the proposals are exempt from disclosure to the public under the Texas Public Information Act, because they contain information that, if released, would give advantage to a competitor or bidder. The proposals will however, upon the award of the contract, become a public record; and therefore, subject to disclosure to any person who makes a proper request for review of the documents. Some of the information you may provide in your proposals will contain commercial or financial information which are privileged or confidential by statute, or which you feel may cause substantial competitive harm to your business if disclosed by the District to a third-party even after the award. You may be entitled to protect this information at the time the request is made for disclosure, however you will need to consult your legal counsel to assure that this kind of information, if included, is properly marked as confidential prior to submission.

Article V. Examination of Contract Documents & Site:

1. The Contract Documents including the Drawings and Specifications and General Conditions will be available on our district website <https://www.stisd.net/community/public>.

2. If any Proposer is in doubt as to the meaning of any part of the Drawings, Specifications, or other Contract Documents, or if he discovers what he considers to be a discrepancy, omission or conflict in such Contract Documents, he shall immediately call the Architect's attention to same by written notice or request for an interpretation of same. If such written notice or request is delivered to the Architect **prior to 72 hours before the deadline for receipt of Proposals**, the Architect shall issue a written addendum, forwarded to all persons who, to the knowledge of the Architect, are prospective Proposer setting out any corrections to such Contract Documents or the Architect's interpretation thereof, as the case may be. Any opinion expressed by Architect in interpreting the Contract Documents shall not be binding upon Owner, nor does Architect warrant that the Owner will accept his interpretation of such documents.

3. Each Proposer, before submitting his Proposal, shall fully examine and acquaint himself with the Contract Documents and the site of the proposed Project. He shall make such investigations as he may deem necessary to fully inform himself of the existing conditions, facilities, difficulties, restrictions and requirements incident to completion of the Project under the terms of the Contract.

4. Failure of the Proposer to acquaint himself adequately with the site and such conditions, facilities, difficulties, restrictions and requirements will not relieve him of his obligation to perform the entire Contract at the price set forth in this proposal.

Article VI. Contract Documents, Drawings and Specifications:

1. The form of Construction Contract utilized for this Project shall be the *Standard Form of Agreement Between Owner and Contractor where the basis of payment is a STIPULATED SUM (AIA Document A101-2017)* as amended by Owner; the *General Conditions of the Contract for Construction*,

Article VII. Addenda:

1. Changes in or official interpretations of the Contract Documents will be made only by written addenda. Receipt of all addenda issued by Architect shall be acknowledged in each Proposer's proposal and shall constitute a part of the final contract. It is the duty of each Proposer to obtain any and all addenda and failure of a Proposer to receive any addendum will not release him from any obligation under his Proposal. However, if any Proposer fails to receive any addendum, and his offer is otherwise determined to represent the best value to the Owner, the contract may be awarded to him and the changes in the work set out in the addendum will be incorporated into the contract by a change order, with a corresponding adjustment in the contract price to be made as provided in the Conditions of the Contract.

Article VIII. Award of Contract:

1. Owner reserves the right to reject any or all Proposals. There will be no contractual obligation on the part of the Owner to any Proposer, nor will any Proposer have any property interest or other right in the contract or Work being proposed unless and until the contract is unconditionally executed and delivered by all parties, and all conditions to be fulfilled by the Proposer have either been so fulfilled by the Proposer or waived in writing by the Proposer or waived in writing by the Owner.

2. The process for awarding the contract shall be conducted in accordance with Chapter 2269, Subchapter D of the Texas Government Code:

a. On the proposal due date, the district will receive publicly open, and read aloud the names of the Proposers and all prices and qualifications stated in each proposal. Within a reasonable time, not to exceed forty-five (45) days after the date of opening the proposals, a committee to which the Board of Directors has delegated this duty, will evaluate and rank each proposal submitted in relation to the criteria and weight of criteria set out herein. Based on this evaluation and ranking by the Evaluation Committee and its recommendation, the Board of Trustees will select the Proposer that offers the best value for the District. In determining best value, the District is not restricted to considering price alone, but may consider any other factors stated in the selection criteria set out herein.

b. Utilizing this ranking, the district will attempt to negotiate an agreement with the selected Proposer. During such negotiation, the District and its engineer or architect may discuss with the selected Proposer options for a scope or time modification and any price change associated with the modification. If the district is unable to negotiate a contract with the first selected Proposer, the district will, formally and in writing, end negotiations with that Proposer and proceed to the next Proposer in the order of the selection ranking until a contract is reached or all proposals are rejected.

c. If an agreement is reached, the selected Proposer shall, within ten (10) days after notice that its proposal has been accepted execute the negotiated contract for construction with the Owner and shall furnish the Performance and Payment Bonds in forms acceptable to the Owner.

Article IX. Performance & Payment Bonds:

1. As a political sub-division of the state the District is required to obtain both performance and payment bonds. Performance bonds are required when the entire transaction (both original amount and the total of all changes, updates and additions) total over \$100,000. Payment bonds are required when the entire transaction (both original amount and the total of all charges, updates and additions) total over \$25,000. For this Project both **Performance and Payment Bonds in the full amount of the Contract Sum will be required.** Neither bond is required to be submitted with the original proposal submission; however, the Selected Proposer will be required to furnish a Performance Bond and a Payment Bond on forms acceptable to the Owner, at the time of execution of the Construction Contract and shall include the premiums for such bonds in Proposer's bid.

2. Such bonds must be written by a company, or companies, acceptable to and approved by Owner. Owner will not accept a bond written by any company which does not meet all of the following requirements:

a. The bond must be executed by a corporate surety or corporate sureties duly authorized and admitted to do business in the State of Texas and licensed by the State of Texas to issue surety bonds.

b. The surety or sureties executing such bond must be listed in the most current issue of the U.S. Department of Treasury Circular 570 (hereinafter called "Circular 570") as an acceptable surety

to execute bonds for federal projects.

c. The amount for which the bond is written shall not exceed the underwriting limitation prescribed by Circular 570 for the surety or sureties executing such bond.

Article X. Wage Scale:

1. The construction of this Project is subject to Chapter 2258 of the Texas Government Code. Among other things, this Chapter provides that it shall be mandatory for a Contractor and upon any subcontractor under him to pay not less than the prevailing rates of per diem wages in the locality at the time of construction to all laborers, workmen, and mechanics employed by them in the execution of the contract.

2. In accordance therewith, the Owner has adopted the prevailing wage scale published for this area by the Department of Labor. A copy of the most recent schedule of Prevailing Wages published on the DOL website, for projects of this kind, is attached as **Appendix B**, to this Request for Proposals, and not less than this established scale must be paid on the project. Any workers not included in the schedule shall be properly classified and paid not less than the rate of wages prevailing in the locality of the work at the time of construction.

3. If the Contractor or any of its Contractors or Subcontractors violate the provisions of the Prevailing Wage Statute above, by failing to pay the required prevailing wage to worker employed by it in the execution of the contract, the Contractor shall be required to pay the Owner the sum of Sixty Dollars and No/100 (\$60.00) for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rate stipulated in the scale of prevailing wages applicable to this Project, as required by Texas Government Code Section 2258.023(b).

Article XI. Insurance and Indemnity:

1. If selected, Proposer will be required to comply with the following Insurance and Indemnification Requirements below:

a. Insurance: The Agreement which the successful Proposer will be asked to enter into will contain a requirement that it shall provide and maintain certain insurance as required by the District, including, but not limited to general liability, automobile liability, and workers' compensation insurance. Such insurance shall be written for not less than the limits set out in the Article 11 of the *General Conditions of the Contract for Construction, AIA Document A201- 2017*, as amended by the Owner, attached hereto as **Appendix A-2**, or greater if required by law, and will comply with the requirements stated therein.

b. Indemnification. The Agreement which the successful Proposer will be asked to enter into will contain Indemnity provisions which are included in Section 3.18 (including subparts) of the *General Conditions of the Contract for Construction, AIA Document A201-2017*, as amended by the Owner, attached hereto as **Appendix A-2**,

Article XII. Conflicts of Interest:

1. Proposer acknowledges that it is informed that District Policy and Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the District, shall file a completed conflict of interest questionnaire with the appropriate district records administrator not later than the 7th business day after the date that the person:

(1) begins contract discussions or negotiations with the District; or (2) submits to the District an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the District. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us and is attached hereto as **JOC Attachment E**.

2. Texas Government Code, Section 2252.908 requires the Disclosure of Interested Parties, by a firm contracting with the District, using the form and procedure established by the Texas Ethics Commission, at the same time it submits a signed contract, if the contract award requires action or a vote by the Board of Trustees or the value of the Contract awarded as a result of the solicitation is at least One Million Dollars (\$1,000,000.00). The form requires disclosure of any "interested party" to the contract of which the contracting business entity is aware, and must be signed by an authorized agent of the contracting business entity acknowledging that disclosure is made under oath and under penalty of perjury. A copy of

Form 1295 and further information about the process required is attached hereto as **Appendix C**. By submission of its Response to the RFQ, Respondent agrees that upon contract award and notification by the District of the applicability of this requirement, it will timely comply with the filing requirements set forth by the Commission and required by Section 2252.908 of the Texas Government Code. **Note:** The Disclosure of Interested Parties Form may only be filed electronically and **IS ATTACHED TO THIS RFQ FOR REFERENCE ONLY**. Please consult your own legal advisor if you have questions regarding the statute or form.

Article XIII. Independent Contractor:

Proposer agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract shall be deemed to be independent contractor(s), responsible for their respective acts or omissions, and that District shall in no way be responsible for Proposer's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

Article XIV. Criminal Background Checks:

Texas Education Code §22.08341 requires that the Contractor obtain criminal history record information ("CHRI") on **Covered Employees with Disqualifying Criminal Histories** (each defined below). These persons are prohibited from serving at a school district. Because of restrictions on what entities may access such information, the Contractor will be required prior to commencement of work under this Agreement, using the process established by the Owner, Contractor will be required to arrange with the Owner to obtain the national criminal history record information ("CHRI") on all of Contractor's employees, independent contractors, agents, or Subcontractors, Contractor's Subcontractors of every tier ("Subcontractors"), if any of these persons is a "Covered Employee" as defined by the Statute, i.e. the person has or will have continuing duties related to the contracted for services, and said person has or will have the opportunity for direct contact with students in connection with those continuing duties. Contractor will also be required to reimburse the Owner for the costs and expenses associated with obtaining the criminal history information by entering into the proposed Contract Documents will be required to agree to accept the Owner's interpretation of the report as to whether any Covered Employee has been determined to have a Disqualifying Criminal History and will be required to be excluded from assignment to the Project.

Article XV. Considerations/Requirements for Construction on Educational Facility Premises.

1. As the General Contractor on the Project(s) Proposer will be responsible for the actions of Contractor's forces, Subcontractor's forces and all tiers of Sub-subcontractor's forces on the Project Site(s). The Proposer recognizes that the Project Site is a public school campus, and will prohibit the possession or use of alcohol, controlled substances, tobacco, and any prohibited weapons on the Project Site and shall require adequate dress of the Contractors' forces consistent with the nature of the work being performed, including wearing shirts at all times. Sexual harassment of employees of the Contractors or employees or students of the Owner by employees of the Contractors is strictly forbidden.

2. Proposer should also take into consideration that the campus on which the Project is constructed may be operational during all or some of the construction and may cause delay or scheduling conflicts. By submission of a proposal, the Proposer represents that this has been taken into account in making its proposal.

JOC ATTACHMENT A

JOCBID PROPOSAL FORM
(GENERAL CONTRACT)

Project: South Texas Ind. School District
Medical Professions AV Project 2024-2025
JOC PROJ – MEDPROAVPROJECT2425
Olmito, Texas

Place: South Texas Ind. School District, 7001 E. Expressway 83, Mercedes, Texas 78570

Date: November 7, 2024

Time: 2:00 p.m.

1. Pursuant to and in compliance with the Invitation to Bid and the proposed Contract Documents, prepared by Gomez Mendez Saenz, Inc. relating to the above referenced project, the undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the work at the place where the work is to be completed, and having fully inspected the site in all particulars, hereby proposes and agrees to fully perform the work within the time stated and in strict accordance with the proposed Contract Documents, and addenda, thereto, including furnishing of any and all labor and materials for all General Construction and Site Work, for the following sum of money:

A. BASE BID:

All labor, materials, services and equipment, necessary for completion of the work shown on the drawings and described in the specifications. _____

_____ DOLLARS (\$ _____)

****Contractor to include Bill of materials, staff factory authorized certifications and equipment submittal data cut sheets with bid.**

B. ALTERNATES:

Alternate No. 1: Classroom Digital Clocks – Refer to Drawings for locations and quantities. _____

_____ DOLLARS (\$ _____)

****Contractor to include Bill of materials, staff factory authorized certifications and equipment submittal data cut sheets with bid.**

2. If awarded this Contract the undersigned will execute a satisfactory Construction Contract, Performance Bond, Labor and Material Payment Bond and proof of insurance coverage, with the Owner for the entire work as per the Contract Documents within 10 days after notice of award. It is agreed that this proposal is subjected to the Owner's acceptance for a period of Sixty (60) calendar days from the above date.

3. Contractor will require _____ calendar days to substantially complete the project. Time Extensions shall be submitted for review to the Architect, on a monthly basis. Work will be completed while there is no school instruction. Instruction Day's you will be allowed to work Monday-Friday 5:00pm – 1:00am. Weekend and Holidays can be schedule with prior arrangement with district.

4. Enclosed is a Certified Check or Bidders Bond in the amount of \$ _____ in compliance with the specification requirements. (5% of the highest amount bid).

The above check or Bidders Bond is to become the property of the Owner in the event the Construction Contract (when offered by the Owner) and the bonds and proof of insurance coverage are not executed within the time set forth above.

5. The undersigned agrees to the following:

1. To furnish all materials as shown and specified in the plans and specifications.
2. To start work 5 days after notice of award of contract.
3. To work _____ working days per week.

6. By signing, bidder acknowledges that **ALL ALLOWANCES** have been included in the Base Bid and that the full amount of all allowances as specified in the General Requirements, Division 1, of the specifications, is in the Base Proposal price.

7. Receipt is acknowledged of the following addendas:

No.	Dated	No.	Dated
No.	Dated	No.	Dated
No.	Dated	No.	Dated

8. Bidder agrees that the Owner has the right to accept or reject any or all bids and to waive all informalities.

9. A list of Sub-Contractors and Materials Suppliers which are proposed to be used on this project is included with this proposal in a separate envelope. Upon acceptance of proposal, substitution of Sub-Contractors or Suppliers listed may be made only with approval by the Owner.

Respectfully submitted,

(Seal - if Bidder is a corporation)

By _____
Print

Signature

Title

Company Name /Business Address

FILL IN APPLICABLE INFORMATION:

A CORPORATION, Chartered in the STATE of _____, authorized to do business in the State of TEXAS.

A PARTNERSHIP, composed of: _____

AN INDIVIDUAL, operating under the name of: _____

(SEAL: - if Bid is by a Corporation)

Note: If Offeror is a Joint Venture, an authorized signature from a representative of each party is required

JOC ATTACHMENT A-1 PROPOSER QUESTIONNAIRE

SECTION A - GENERAL INFORMATION

1. **Company Information:** Provide the following information regarding your company.

Name/Name of Organization/Company: _____

Address _____

State: _____ Zip Code: _____ Telephone: _____ Fax: _____

Please attach the following information regarding business Organization (Corporation, Partnership, Individual, Joint Venture, Other): (1) the state where chartered; (2) names of all principals (officers, directors, partners, general or managing partners etc); and (3) if your organization was chartered outside of the state of Texas, a statement regarding whether are you registered to do business in Texas.

2. **Contact Information:** List the person who the District may contact concerning your proposal or setting dates for meetings.

Name: _____

Address _____

State: _____ Zip Code: _____ Telephone: _____ Fax: _____

3. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its proposal?

Yes ☐ No ☐

4. Is your Company authorized and/or licensed to do business in Texas? Yes

☐ No ☐

5. Provide any other names under which your business has operated within the last 5 years.

6. **Debarment/Suspension Information:** Has the Company or any of its principals been debarred or suspended from contracting with any public entity?

Yes ☐ No ☐

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

7. **Surety Information:** Have you or the Company ever had a bond or surety canceled or forfeited? Yes No

☐ ☐

If yes, state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

8. **Bankruptcy Information:** Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes ☐ No ☐

If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

9. **Contractor Default.** Have you or the Company defaulted and been removed from any construction Project in the last ten (10) years.

Yes ☐ No ☐

If yes, state the name and address of the individual or entity with whom the Project was contracted, the name of the Project, the date of removal and the reason for removal.

SECTION B – EXPERIENCE AND BACKGROUND

1. **Past Experience on Similar Projects.** Identify the three most significant clients (whether school district or non-school district projects) and three school district clients for which the Proposer has provided services similar to the Scope of Services requested by this JOC, within the past 5 years. Include a brief description of the services provided, the dates of service, and a point of contact with name, address, and current fax, email, and phone number.
2. **Past Experience with the District.** Has the Proposer performed work for the District within the last 5 years? If so, indicate if the work performed was as a prime contractor or as a subcontractor, the Project on which the work was performed, describe the work performed and the date performed.
3. **Recent Experience.** What Projects, if any, of a similar size and nature has Proposer acted as General Contractor or Construction Manager in the last twelve (12) months.

Scheduling Ability/On Time Completion/Proposed Substantial Completion Date For this Project

What percentage of the Projects on which you have acted as General Contractor in the last five (5) years, have been completed on-time? _____Percent

Of those not completed on-time, what was the cause of the delay and how did you address it?

What is your proposed Substantial Completion Date for this Project?

4. **Experience in South Texas.** Identify the three most significant clients (whether school district or non-school district projects) for which the Proposer has provided services similar to the Scope of Services requested by this JOC, within the past 5 years, in South Texas. Include a brief description of the services provided, the dates of service, and a point of contact with name, address, and current fax, email, and phone number.

SECTION C – PERFORMANCE AND QUALIFICATIONS

1. **Key Personnel.** Identify the number and professional qualifications (to include licenses, certifications, associations) of key staff to be assigned to the Project and relevant experience on projects of similar size and scope. Response provided should, at a minimum, include information regarding principals of your organization and proposed on-site project manager and/or construction superintendent and identification of the Subcontractors who you anticipate will be engaged on the Project.
2. **Record of Claims and Litigation.** Identify any claims or litigation filed against Proposer in the last 5 years related to Proposer's services, including any claims that went to mediation or arbitration. For each claim or lawsuit, identify what the party's claims against Proposer were and how they were ultimately resolved, including any monetary settlements reached between Proposer and claimant.
3. **Scheduling Ability.** Describe your scheduling abilities. Provide information on available resources, including total number of employees in your organization, number and location of offices, equipment available to support each Project.

Describe the major projects your organization currently has **in progress**, giving the name and location of project, your role on the project (i.e. Contractor, Construction Manager, or Other), the

contract amount or GMP, percent complete and scheduled completion date. Describe any impact your current projects might have on your ability to perform the work requested in this JOC. Include in your description your ability to commence work on the Project upon execution of the applicable Agreement.

4. **Communication.** Describe your overall approach and specific practices that assure good communication with the Architect and the District's project staff involved in the day-to-day progress of a Project and a description of a situation where your communications practices avoided a potential delay or cost overruns on a Project. Include in your description your standard practices to meet deadlines and stay on schedule.
5. **Budget.** Describe your standard practices with regard to keeping the Architect and Owner apprised of the status of budgetary challenges, if any. Describe a situation where you identified and resolved an over budget issue. Include in your description your standard practices to control costs and stay within budget.
6. **Post-Completion and Warranty Services.** Provide a list of any past projects within the last 5 years, for which you are aware of any issues which arose following completion of construction (whether within or outside of warranty) of your construction services, and if a determination of the cause of the problem was made, what that determination was.

If the determined cause was alleged to be, in whole or in part, related to your construction services, describe your involvement with resolving the claim and your interaction during the process with the client.

7. **References.** Please provide the names address, and current email and phone number of two (2) clients with whom you have worked in the last five (5) years who can provide a reference for your construction services, including your thoroughness, accuracy, reporting, recommendations and follow-through/responsiveness in working with them in connection with a post-construction issue.
8. **Safety Record.** Provide a description of your safety measures or policies and procedures during the course of the Project, and describe your safety record.

SECTION C - FINANCIAL RESOURCES AND STABILITY

1. **Resources.** Provide information on available resources, including total number of employees in your organization, number and location of offices, equipment available to support this Project.
2. **Stability.** Identify two financial references which can verify the financial stability of the firm. One of these references should be your current banking organization. For each, provide a point of contact with name, address, and current fax, email, and phone number.
3. Provide documentation demonstrating your firm's financial resources to provide the services requested in this JOC.

JOC ATTACHMENT B
FELONY CONVICTION NOTIFICATION

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

This notice is not required of a Publicly-Held Corporation.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony conviction has been received by me and the following information furnished is true to the best of my knowledge.

Vendor's Business Name _____

Authorized Company Official's Name (Printed) _____

A. My firm is a publicly-held, stock-exchange corporation, therefore this requirement is not applicable.

Signature of Company Official: _____

Date Signed: _____

B. My firm is not owned or operated by anyone who has been convicted of a felony.

Signature of Company Official: _____

Date Signed: _____

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony (printed name and general description of type of felony or felonies):

1. _____
2. _____
3. _____
4. _____

Signature of Company Official: _____

Date Signed: _____

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

Conflict of Interest Questionnaire - EXAMPLE PAGE

All individuals or companies being paid by STISD are REQUIRED to complete this form

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Individual or company name goes here

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date you became aware that the originally filed questionnaire was incomplete or inaccurate.)

If you have an outside personal relationship or business arrangement with someone who works at STISD, list their name here. If there is no pre-existing relationship, write N/A here.

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

If you have a personal relationship or business arrangement with anyone at STISD, please describe it in this section, and answer questions A and B.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

Check if applicable

Complete this section if applicable.

6 ☒ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature & date required from ALL VENDORS

Signature of vendor doing business with the governmental entity

Date

**JOC ATTACHMENT E
SIGNATURE PAGE AND DECLARATION OF
COMPLIANCE**

Check (✓) the box that indicates business structure of Proposer

☐ Individual/Sole Proprietorship ☐ Partnership or Joint Venture ☐ Corporation ☐ Other Entity (State Type)

The undersigned certifies that (s)he is _____(title) of the Proposer entity named below; that (s)he is authorized to sign this Proposal Form (if a Corporation then by resolution with Certified Copy of resolution attached) for and on behalf of the entity, if any, named below, and that (s)he is authorized to execute same for and on behalf of and bind said entity to the terms and conditions provided for in the Proposal as required by this JOC, and has the requisite authority to execute an Agreement on behalf of Respondent, if awarded, and that the 11-digit Comptroller's Taxpayer Number for the entity, if any, is:

11-digit Comptroller's Taxpayer Number

Employer Identification

Number Respondent Organization Name

By: _____

Printed Name: _____

Title: _____

By: _____

(If Respondent is a Joint Venture, an authorized signature from a representative of each party is required)

Printed Name: _____

Title: _____

By signing this Signature Page and Declaration of Compliance, I do hereby declare that I have read the Request for Competitive Sealed Proposals, on which our Proposal is submitted with full knowledge of the requirements, and do hereby agree to furnish all services in full accordance with the requirements outlined in the Request for Competitive Sealed Proposals

By signing and executing this Proposal, I further certify on behalf of my organization and represent to the South Texas Independent School District that Proposer has not offered, conferred or agreed to confer any pecuniary benefit, as defined by **TEXAS PENAL CODE ANN. § 218**, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this proposal; the Proposer also certifies and represents that Proposer has not offered, conferred or agreed to confer a pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this proposal; the Proposer certifies and represents that Proposer has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the South Texas Independent School District concerning this proposal on the basis of any consideration not authorized by law; the Proposer also certifies and represents that Proposer has not received any information not available to other Proposer so as to give the undersigned a preferential advantage with respect to this proposal; the Proposer further certifies and represents that Proposer has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Proposer will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the South Texas Independent School District in return for the person having exercised the person's official discretion, power or duty with respect to this proposal; the Proposer certifies and represents that it has not nor and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the South Texas Independent School District in connection with information regarding this proposal, the submission of this proposal, the award of this proposal or the performance, delivery or sale pursuant to this proposal.

APPENDIX A-1

**AIA Document A101- 2017 - Standard Form of Agreement Between Owner and Contractor where
the basis of payment is a STIPULATED SUM, as amended by Owner**



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)

South Texas Ind. School District
7001 E. Expressway 83
Mercedes, Texas 78570
Telephone Number: 956-565-2454

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

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

South Texas Ind. School District Audio Video / Intercom System at Medical Professions
700 Med High Dr, Mercedes, TX 78570

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

Gomez Mendez Saenz, Inc.
1150 Paredes Line Rd.
Brownsville, Texas 78521
Telephone Number: 956-546-0110
Fax Number: 956-546-0196

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

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

TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

☐ The date of this Agreement.

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

☐ Established as follows:

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

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

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

§ 3.3 Substantial Completion

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

Init.

/

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

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

[] By the following date:

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

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

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

ARTICLE 4 CONTRACT SUM

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

§ 4.2 Alternates

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

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

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

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

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

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

§ 4.4 Unit prices, if any:

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

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

§ 4.5 Liquidated damages, if any:

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

§ 4.6 Other:

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

Init.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

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

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

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

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

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

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

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

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

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

§ 5.1.7 Retainage

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

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

§ 5.1.7.1.1 The following items are not subject to retainage:

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

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

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

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

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

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

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

§ 5.2 Final Payment

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

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

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

§ 5.3 Interest

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

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

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

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

§ 6.2 Binding Dispute Resolution

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

(Check the appropriate box.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☐ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner’s representative:

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

Marco Antonio Lara, Jr., Ed.D.
7001 E. Expressway 83
Mercedes, Texas 78570
Telephone Number: 956-565-2454

§ 8.3 The Contractor’s representative:

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

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

§ 8.5 Insurance and Bonds

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

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

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

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

.5 Drawings

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

.6 Specifications

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

.7 Addenda, if any:

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

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

.8 Other Exhibits:

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

Init.

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

[] The Sustainability Plan:

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

[] 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.

<hr/> OWNER <i>(Signature)</i> Marco Antonio Lara, Jr., Ed.D., Superintendent of Schools <hr/> <i>(Printed name and title)</i>	<hr/> CONTRACTOR <i>(Signature)</i> <hr/> <i>(Printed name and title)</i>
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Additions and Deletions Report for

AIA® Document A101® – 2017

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

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South Texas Ind. School District
7001 E. Expressway 83
Mercedes, Texas 78570
Telephone Number: 956-565-2454

...

South Texas Ind. School District Audio Video / Intercom System at Medical Professions
700 Med High Dr, Mercedes, TX 78570

...

Gomez Mendez Saenz, Inc.
1150 Paredes Line Rd.
Brownsville, Texas 78521
Telephone Number: 956-546-0110
Fax Number: 956-546-0196

PAGE 6

Marco Antonio Lara, Jr., Ed.D.
7001 E. Expressway 83
Mercedes, Texas 78570
Telephone Number: 956-565-2454

PAGE 8

Marco Antonio Lara, Jr., Ed.D., Superintendent of
Schools

APPENDIX A-2
AIA Document A201-2017 - General Conditions
of the Contract for Construction, as amended by Owner



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

South Texas Ind. School District
Audio Video/Intercom System at Medical Professions
700 Med High Dr, Mercedes, TX 78570

THE OWNER:

(Name, legal status and address)

South Texas Ind. School District
7001 E. Expressway 83
Mercedes, Texas 78570

THE ARCHITECT:

(Name, legal status and address)

Gomez Mendez Saenz, Inc.
1150 Paredes Line Rd.
Brownsville, Texas 78521

TABLE OF ARTICLES

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

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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.

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15 CLAIMS AND DISPUTES

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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 written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 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 written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's

sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

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

Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

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

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's

responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

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

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in

Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any

direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

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

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

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

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

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

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

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

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

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

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with

reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 Mutual Responsibility

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

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

for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

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

.4 As provided in Section 7.3.4.

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

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

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

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

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

§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the

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

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

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented

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

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

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

§ 9.10 Final Completion and Final Payment

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

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

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

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

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

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- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

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

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

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§ 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.

Additions and Deletions Report for

AIA® Document A201® – 2017

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:35:18 ET on 10/10/2024.

PAGE 1

South Texas Ind. School District
Audio Video/Intercom System at Medical Professions
700 Med High Dr, Mercedes, TX 78570

...

South Texas Ind. School District
7001 E. Expressway 83
Mercedes, Texas 78570

...

Gomez Mendez Saenz, Inc.
1150 Paredes Line Rd.
Brownsville, Texas 78521

**APPENDIX B
PREVAILING
WAGE**

"General Decision Number: TX20240255 08/23/2024

Superseded General Decision Number: TX20230255

State: Texas

Construction Type: Building

County: Hidalgo County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: 	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: 	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all

	hours spent performing on
	that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	08/23/2024

BOIL0074-003 07/01/2023

	Rates	Fringes
BOILERMAKER.....	\$ 37.00	24.64

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ENGI0178-005 06/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Tower Crane.....	\$ 32.85	13.10
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above.....	\$ 28.75	10.60
(3) Hydraulic cranes 59 Tons and under.....	\$ 32.35	13.10

-

IRON0084-011 06/01/2023

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 27.51	8.13

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* PLUM0412-004 01/02/2024

	Rates	Fringes
PLUMBER.....	\$ 40.74	15.35

-

* SUTX2014-031 07/21/2014

	Rates	Fringes
BRICKLAYER.....	\$ 16.17 **	0.00
CARPENTER.....	\$ 14.21 **	2.22
CEMENT MASON/CONCRETE FINISHER...	\$ 12.46 **	0.00
ELECTRICIAN.....	\$ 18.44	4.53
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 11.54 **	2.17
IRONWORKER, REINFORCING.....	\$ 12.01 **	0.00
IRONWORKER, STRUCTURAL.....	\$ 15.04 **	4.34
LABORER: Common or General.....	\$ 8.00 **	0.00
LABORER: Mason Tender - Brick...	\$ 10.00 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.89 **	0.96
LABORER: Pipelayer.....	\$ 11.00 **	3.47
LABORER: Roof Tearoff.....	\$ 10.06 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 14.04 **	1.01
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 13.93 **	0.00
OPERATOR: Bulldozer.....	\$ 18.29	1.31
OPERATOR: Drill.....	\$ 16.22 **	0.34
OPERATOR: Forklift.....	\$ 14.83 **	0.00

OPERATOR: Grader/Blade.....	\$ 10.00 **	0.00
OPERATOR: Loader.....	\$ 12.87 **	0.70
OPERATOR: Mechanic.....	\$ 17.00 **	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.03 **	0.00
OPERATOR: Roller.....	\$ 12.70 **	0.00
PAINTER (Brush, Roller, and Spray).....	\$ 11.27 **	0.00
PIPEFITTER.....	\$ 15.22 **	3.16
ROOFER.....	\$ 11.42 **	0.00
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 18.40	2.12
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 21.13	6.53
TILE FINISHER.....	\$ 11.22 **	0.00
TILE SETTER.....	\$ 12.15 **	0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.39 **	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00 **	4.11

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

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** Workers in this classification may be entitled to a higher
minimum wage under Executive Order 14026 (\$17.20) or 13658
(\$12.90). Please see the Note at the top of the wage
determination for more information. Please also note that the

minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example:

PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current

negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

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

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END OF GENERAL DECISION"

APPENDIX C

DISCLOSURE OF INTERESTED PARTIES

Under certain circumstances, the District is required to comply with Texas Government Code, Section 2252.908, Disclosure of Interested Parties. If the District is entering into a contract with a “business entity” (defined below) which requires action by the Board of Trustees or which has a value of the contract is at least \$1 million, Section 2252.908, requires the District obtain a Disclosure of Interested Parties Form 1295 from the contracting business entity that, at the time the contract is signed binding the parties. The form requires disclosure of each “interested party” to the contract of which the contracting business entity is aware, and must be signed by an authorized agent of the contracting business entity acknowledging that disclosure is made under oath and under penalty of perjury.

Since the Respondent qualifies as a “business entity” and the contract to be entered for this solicitation is for a value greater than \$1 Million or requires action or a vote by the Board of Trustees the selected Respondent will be required complete and submit Form 1295. **THE FORM MAY ONLY BE FILED ELECTRONICALLY.**

Form 1295 must be submitted on the form promulgated by the Texas Ethics Commission and in compliance with the Commission’s rules, at the time the business entity submits the signed contract to the District. The form must be completed electronically and the process for doing so can be found at the Texas Ethics Commission website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. The filing process will include:

1. **Completing Form 1295 electronically** with the Texas Ethics Commission using the online filing application. The portal for completion of Form 1295, instructions for completion and answers to Frequently Asked Questions can be found at the Texas Ethics Commission website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
2. **Printing a copy of the completed form** (make sure that it has a computer-generated certification number in the “Office Use Only” box)
3. Having an authorized agent of the business entity **sign the form before a notary public.**
4. **Submitting** the completed, signed and notarized Form 1295, showing the certification of filing with your signed contract.

The District will then acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30th day after the date the contract is executed by the District, binding all parties to the Contract. Within seven (7) business days after receiving acknowledgement from the District the Texas Ethics Commission will post the completed Form 1295 to its website.

A copy of the current Form 1295 is attached hereto for your reference. You are encouraged to contact your own legal counsel with any questions you may have about the process.

The following **definitions** apply:

1. **“Business Entity”** means an entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation. TEX. GOV’T CODE §2252.908(1).
2. **“Interested Party”** means a person:
 - a) who has a *controlling interest* in a Business Entity with whom the District contracts; or
 - b) who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the Business Entity. TEX. GOV’T CODE § 2252.908(3).
3. **“Controlling interest”** means:
 - a) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;
 - b) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
 - c) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.
4. **“Intermediary”** means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:
 - a) receives compensation from the business entity for the person’s participation;
 - b) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
 - c) is not an employee of the business entity. TEX. ETHICS COMM. RULE 46.3(e).

**SECTION 00 02 00
REQUEST FOR JOB ORDER CONTRACT**

PROJECT and PROJECT NO: Medical Professions AV Project 2024-2025
Olmito, Texas
Job Contract #: JOCPROJ-MEDPROAVPROJECT2425

DUE DATE AND TIME: Thursday, Nov 7, 2024 @ 2:00 p.m. C.S.T.
South Texas ISD – Administration
7001 E. Expressway 83
Mercedes, Texas 78570

PRE-BID CONFERENCE & SITE VISITS:

Thursday, October 31, 2024 @ 10:00 a.m. C.S.T.
South Texas ISD – Administration
7001 E. Expressway 83
Mercedes, Texas 78570

Proceed to Medical Profession
10650 N. Expressway, US-77
Olmito, Texas 78575

ARCHITECT:

Gomez Mendez Saenz
1150 Paredes Line Road
Mercedes, Texas 78570
(956) 546-0110

Specification packages will be available at our district website: <https://www.stisd.net/community/public>

Proposals must be on a lump sum basis including General Contract, Civil, Electrical and Mechanical work. Proposal security in the amount of five percent (5%) of the largest possible total of proposal submitted must accompany each proposal in accordance with the Instruction to Bidders. Performance and payment bonds for one hundred percent (100%) of the contract value will be required upon issuance of contract.

South Texas ISD Business Office will receive request for Job Order Contract for **Medical Professions AV Project 2024-2025, Job Order Contract #: JOCPROJ-MEDPROAVPROJECT2425** no later than 2:00 PM CST, Thursday, Nov. 7, 2024. Late submittals will not be considered. South Texas ISD will be accepting sealed JOC on hardcopy through the mail or hand delivery to South Texas I.S.D. Business Office, 7001 E. Expressway 83, Mercedes, Texas 78570 by the date and time specified, and it must be clearly labeled **Medical Professions AV Project 2024-2025, Job Order Contract #: JOCPROJ-MEDPROAVPROJECT2425**.

The awarding of the proposal will take place at a public South Texas ISD board meeting. The Board of Directors of South Texas I.S.D. reserves the right to accept, reject any and/or all proposals, waive minor technicalities, to award contracts for individual items as they may appear advantageous to the South Texas ISD or to award the proposal to the most responsible offeror which best serves the interest of the South Texas I.S.D.

* Builders Risk Insurance is required equal to amount of Bid (including Alternates).

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

INSTRUCTIONS TO BIDDERS

PART 1 – INSTRUCTIONS TO BIDDERS

1.1 Instructions to Bidders

A. AIA Document A701, “Instructions to Bidders,” is hereby incorporated into the Procurement and Contracting Requirements by reference.

1. A copy of AIA Document A701, “Instructions to Bidders,” is bound in this Project Manual.

B. Bidders shall submit their bid in the following formats:

1. Original Hard Copy

PART 2 – SELECTION CRITERIA

1.1 The following criteria shall be used by the Owner for the ranking and selection of Bidders

A. PRICE (25%)

B. CONSTRUCTION EXPERIENCE AND PERFORMANCE

1. EXPERIENCE (20%)

- a. Business Experience
- b. Location
- c. South Texas Experience
- d. Project Management

2. PERFORMANCE (35%)

- a. Quality of Work / Documentation of Meetings
- b. Subcontractors List
- c. History of Meeting Deadlines
- d. Closing Out Projects
- e. Professionalism and Conflict Resolution
- f. Change Order Processing
- g. Safety Record

3. FINANCIAL STRENGTH (20%)

a. Financial Statements

- i. Independent Audited Financial Statements
- ii. Review Audit or Compilation Report
- iii. Bank Reference(s)

b. Bonding

- i. Treasury Listed Bond (Federal, State, or Unlisted Bond Co.)
- ii. Bonding Capacity

c. Bankruptcy History

d. Litigation History

e. Lawsuit History (Company or Owner)

f. Criminal History



South Texas ISD

Medical Professions AV Project 2024-2025

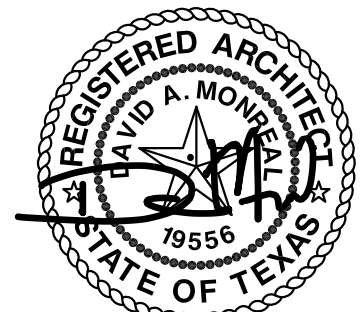
JOCPROJ – MEDPROAVPROJECT2425

ARCHITECTS - PLANNERS

Gomez Mendez Saenz, Inc.

CONSULTANTS

Ethos Engineering



10/21/2024



GMS ARCHITECTS

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DOCUMENT 000101 - PROJECT TITLE PAGE

1.1 PROJECT MANUAL

- A. Medical Professions AV Project 2024-2025
- B. South Texas ISD
- C. Mercedes, Texas
- D. Architect Project No. S2001324
- E. District No. JOCPROJ – MEDPROAVPROJECT2425



GMS ARCHITECTS

- F.
- G. GMS Architects
- H. 1150 Paredes Line Road
- I. Brownsville, TX 78521
- J. Phone: 956.546.0110
- K. Issued: October 21, 2024

END OF DOCUMENT 000101

DOCUMENT 002513 - PREBID MEETINGS

1.1 PREBID MEETING

A. **Owner** and **Architect** will conduct a Prebid meeting as indicated below:

1. Meeting Date: October 31, 2024.
2. Meeting Time: 10:00am local time.
3. Location: South Texas ISD - Administration
7001 E. Expressway 83
Mercedes, Texas 78570

**Site visit to Medical Professions Campus to be discussed at meeting.

B. Attendance:

1. Prime Bidders: Attendance at Prebid meeting is recommended.
2. Subcontractors: Attendance at Prebid meeting is recommended.

C. Agenda: Prebid meeting agenda will include review of topics that may affect proper preparation and submittal of bids, including the following:

1. Procurement and Contracting Requirements:
 - a. Advertisement for Bids.
 - b. Instructions to Bidders.
 - c. Bidder Qualifications.
 - d. Bonding.
 - e. Insurance.
 - f. Bid Security.
 - g. Bid Form and Attachments.
 - h. Bid Submittal Requirements.
 - i. Notice of Award.
2. Communication during Bidding Period:
 - a. Obtaining documents.
 - b. Bidder's Requests for Information.
 - c. Bidder's Substitution Request/Prior Approval Request.
 - d. Addenda.
3. Contracting Requirements:
 - a. Agreement.
 - b. The General Conditions.
 - c. The Supplementary Conditions.
 - d. Other Owner requirements.
4. Construction Documents:

- a. Scopes of Work.
 - b. Temporary Facilities.
 - c. Use of Site.
 - d. Work Restrictions.
 - e. Alternates, Allowances, and Unit Prices.
 - f. Substitutions following award.
- 5. Separate Contracts:
 - a. Work by Owner.
- 6. Schedule:
 - a. Project Schedule.
 - b. Contract Time.
 - c. Liquidated Damages.
 - d. Other Bidder Questions.

END OF DOCUMENT 002513

DOCUMENT 002600 - PROCUREMENT SUBSTITUTION PROCEDURES

1.1 DEFINITIONS

- A. Procurement Substitution Requests: Requests for changes in products, materials, equipment, and methods of construction from those indicated in the Procurement and Contracting Documents, submitted prior to receipt of bids.
- B. Substitution Requests: Requests for changes in products, materials, equipment, and methods of construction from those indicated in the Contract Documents, submitted following Contract award. See Section 012500 "Substitution Procedures" for conditions under which Substitution requests will be considered following Contract award.

1.2 QUALITY ASSURANCE

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

1.3 PROCUREMENT SUBSTITUTIONS

- A. Procurement Substitutions, General: By submitting a bid, the Bidder represents that its bid is based on materials and equipment described in the Procurement and Contracting Documents, including Addenda. Bidders are encouraged to request approval of qualifying substitute materials and equipment when the Specifications Sections list materials and equipment by product or manufacturer name.
- B. Procurement Substitution Requests will be received and considered by Owner when the following conditions are satisfied, as determined by Architect; otherwise requests will be returned without action:
 - 1. Extensive revisions to the Contract Documents are not required.
 - 2. Proposed changes are in keeping with the general intent of the Contract Documents, including the level of quality of the Work represented by the requirements therein.
 - 3. The request is fully documented and properly submitted.

1.4 SUBMITTALS

- A. Procurement Substitution Request: Submit to Architect. Procurement Substitution Request must be made in writing in compliance with the following requirements:
 - 1. Requests for substitution of materials and equipment will be considered if received no later than 10 days prior to date of bid opening.
 - 2. Submittal Format: Submit One Electronic copy of each written Procurement Substitution Request, using CSI Substitution Request Form 1.5C.

- a. Identify the product or the fabrication or installation method to be replaced in each request. Include related Specifications Sections and drawing numbers.
- b. Provide complete documentation on both the product specified and the proposed substitute, including the following information as appropriate:
 - 1) Point-by-point comparison of specified and proposed substitute product data, fabrication drawings, and installation procedures.
 - 2) Copies of current, independent third-party test data of salient product or system characteristics.
 - 3) Samples where applicable or when requested by Architect.
 - 4) Detailed comparison of significant qualities of the proposed substitute with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - 5) Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - 6) Research reports, where applicable, evidencing compliance with building code in effect for Project, from ICC-ES.
 - 7) Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, which will become necessary to accommodate the proposed substitute.
- c. Provide certification by manufacturer that the substitute proposed is equal to or superior to that required by the Procurement and Contracting Documents, and that its in-place performance will be equal to or superior to the product or equipment specified in the application indicated.
- d. Bidder, in submitting the Procurement Substitution Request, waives the right to additional payment or an extension of Contract Time because of the failure of the substitute to perform as represented in the Procurement Substitution Request.

B. Architect's Action:

- 1. Architect may request additional information or documentation necessary for evaluation of the Procurement Substitution Request. Architect will notify all bidders of acceptance of the proposed substitute by means of an Addendum only to the Procurement and Contracting Documents.

C. Architect's approval of a substitute during bidding does not relieve Contractor of the responsibility to submit required shop drawings and to comply with all other requirements of the Contract Documents.

END OF DOCUMENT 002600

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Owner-furnished/Contractor-installed (OFICI) products.
4. Contractor's use of site and premises.
5. Work restrictions.
6. Specification and Drawing conventions.

B. Related Requirements:

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

1.2 PROJECT INFORMATION

A. Project Identification: **Medical Professions AV Project 2024-2025**

1. Project Locations: STISD Medical Professions
10650 N Expressway, US-77
Olmito, Texas 78575

B. Owner: South Texas ISD

1. Owner's Representative: Marla Knaub
Assistant Superintendent for Finance & Operations
7001 E. Expressway 83
Mercedes, Tx 78570
956-514-4222
marla.knaub@stisd.net

C. Architect: GMS Architects

1. Architect's Representative: David A. Monreal, AIA
1150 Paredes Line Road
Brownsville, Tx 78521
956-546-0110
dmonreal@gmsarchitects.com

- D. Architect's Consultants: Architect has retained the following design professionals, who have prepared designated portions of the Contract Documents:

1. MEP Consultant: Ethos Engineering
Guillermo Quintanilla
1126 South Commerce St.
Harlingen, Tx 78550
956-230-3435
gquin@ethoseng.net

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the following:
1. AV System replacement at Medical Professions. Refer to MEP Spec Section 260010 Summary of Electrical Work for more information.
- B. Type of Contract: Job Order Contract

1.4 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Restricted Use of Site: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- B. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.
- C. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

1.5 WORK RESTRICTIONS

- A. Comply with restrictions on construction operations.
1. All work to be completed on overnight hours only. Refer to Front End Documents - District Instructions to bidders for specifics on available work hours.
- B. Smoking and Controlled Substance Restrictions: Use of tobacco products, alcoholic beverages, and other controlled substances on Project site is not permitted.
- C. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.
- D. Employee Screening: Comply with Owner's requirements for background screening of Contractor personnel working on Project site.

1. Maintain list of approved screened personnel with Owner's representative.

1.6 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 2. Text Color: Text used in the Specifications, including units of measure, manufacturer and product names, and other text may appear in multiple colors or underlined as part of a hyperlink; no emphasis is implied by text with these characteristics.
 3. Hypertext: Text used in the Specifications may contain hyperlinks. Hyperlinks may allow for access to linked information that is not residing in the Specifications. Unless otherwise indicated, linked information is not part of the Contract Documents.
 4. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 00 Contracting Requirements: General provisions of the Contract, including General and Supplementary Conditions, apply to all Sections of the Specifications.
- C. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012100 - ALLOWANCES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
- B. Types of allowances include the following:
 - 1. Lump-sum allowances.
 - 2. Unit-cost allowances.
 - 3. Quantity allowances.
 - 4. Contingency allowances.
- C. Related Requirements:
 - 1. Section 012200 "Unit Prices" for procedures for using unit prices, including adjustment of quantity allowances when applicable.

1.2 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection, or purchase and delivery, of each product or system described by an allowance must be completed by the Owner to avoid delaying the Work.
- B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Architect from the designated supplier.

1.3 ACTION SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances in the form specified for Change Orders.

1.4 INFORMATIONAL SUBMITTALS

- A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.5 LUMP-SUM ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include taxes, freight, and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.

1.6 UNIT-COST ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include taxes, freight, and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.

1.7 QUANTITY ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include taxes, freight, and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.

1.8 CONTINGENCY ALLOWANCES

- A. Use the contingency allowance only as directed by Architect for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.
- B. Contractor's related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.
- C. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs.
- D. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

1.9 ADJUSTMENT OF ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
 - 1. Include installation costs in purchase amount only where indicated as part of the allowance.
 - 2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other markups.
 - 3. Submit substantiation of a change in scope of Work, if any, claimed in Change Orders related to unit-cost allowances.
 - 4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.
- B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.
 - 1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of Work has changed from what could have been foreseen from information in the Contract Documents.
 - 2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

- A. **Allowance No. 1:** Contingency Allowance: Include a contingency allowance of \$100,000.00 for use according to Owner's written instructions.

END OF SECTION 012100

SECTION 012300 - ALTERNATES

PART 1 - GENERAL

1.1 DEFINITIONS

- A. Alternate: An amount proposed by bidders for certain work 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. 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.

1.2 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project. 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. Execute accepted alternates under the same conditions as other work of the Contract.
- C. 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. Acceptance of Alternates will be exercised at option of Owner in any order or combination.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

- A. Alternate No #1: Classroom Digital Clocks – Refer to Drawings for locations and quantities.

END OF SECTION

SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
 - 1. Document 002600 "Procurement Substitution Procedures" for requirements for substitution requests prior to award of Contract.
 - 2. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

1.2 DEFINITIONS

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

1.3 ACTION SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: Use form acceptable to Architect.
 - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation method cannot be provided, if applicable.
 - b. Coordination of information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitutions with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes, such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific

features and requirements indicated. Indicate deviations, if any, from the Work specified.

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

1.4 QUALITY ASSURANCE

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

1.5 PROCEDURES

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

1.6 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
- a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Substitution request is fully documented and properly submitted.
 - c. Requested substitution will not adversely affect Contractor's construction schedule.
 - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - e. Requested substitution is compatible with other portions of the Work.
 - f. Requested substitution has been coordinated with other portions of the Work.
 - g. Requested substitution provides specified warranty.
 - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Architect will consider requests for substitution if received within 30 days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.
1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
- a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 - b. Requested substitution does not require extensive revisions to the Contract Documents.
 - c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - d. Substitution request is fully documented and properly submitted.
 - e. Requested substitution will not adversely affect Contractor's construction schedule.
 - f. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - g. Requested substitution is compatible with other portions of the Work.
 - h. Requested substitution has been coordinated with other portions of the Work.
 - i. Requested substitution provides specified warranty.

- j. 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 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

1.2 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions (ASI) authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710.
 - 1. Work Change Proposal Requests (PR) issued by Architect are not instructions either to stop work in progress or to execute the proposed change.

1.3 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within 10 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 changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.
 - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.

2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.

1.4 CHANGE ORDER PROCEDURES

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

1.5 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. 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.

1.6 WORK CHANGE DIRECTIVE

- A. Work Change Directive: Architect may issue a Work Change Directive on EJCDC Document C-940. Work Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 1. Work 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 Work Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

1.2 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
 - 1. Coordinate line items in the schedule of values with items required to be indicated as separate activities in Contractor's construction schedule.
 - 2. Submit the schedule of values to Architect at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
 - 1. Arrange schedule of values consistent with format of AIA Document G703.
 - 2. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
 - 3. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site.
 - 4. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
 - 5. Overhead Costs: Include total cost and proportionate share of general overhead and profit for each line item.
 - 6. Overhead Costs: Show cost of temporary facilities and other major cost items that are not direct cost of actual work-in-place as separate line items.
 - 7. Closeout Costs. Include separate line items under Contractor and principal subcontracts for Project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.
 - 8. Schedule of Values Revisions: Revise the schedule of values when Change Orders or Construction Change Directives result in a change in the Contract Sum. Include at least one separate line item for each Change Order and Construction Change Directive.

1.3 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Times: Submit Application for Payment to Architect by the third week of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.
 - 1. Submit draft copy of Application for Payment seven days prior to due date for review by Architect.
- D. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
- E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
 - 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
 - 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
 - 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- F. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
 - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities 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 conditional final or full waivers.
 - 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 - 4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.

5. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.
- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of values.
 3. Contractor's construction schedule (preliminary if not final).
 4. Products list (preliminary if not final).
 5. Sustainable design action plans, including preliminary project materials cost data.
 6. Schedule of unit prices.
 7. Submittal schedule (preliminary if not final).
 8. List of Contractor's staff assignments.
 9. List of Contractor's principal consultants.
 10. Copies of building permits.
 11. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 12. Initial progress report.
 13. Report of preconstruction conference.
 14. Certificates of insurance and insurance policies.
 15. Performance and payment bonds.
 16. Data needed to acquire Owner's insurance.
- I. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- J. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. AIA Document G706.
 5. AIA Document G706A.
 6. AIA Document G707.
 7. Evidence that claims have been settled.
 8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
 9. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General coordination procedures.
 - 2. Coordination drawings.
 - 3. RFIs.
 - 4. Digital project management procedures.
 - 5. Project meetings.

1.2 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 - 1. Name, address, telephone number, and email address of entity performing subcontract or supplying products.
 - 2. Number and title of related Specification Section(s) covered by subcontract.
 - 3. Drawing number and detail references, as appropriate, covered by subcontract.

1.3 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Contractor's construction schedule.
 - 2. Preparation of the schedule of values.
 - 3. Installation and removal of temporary facilities and controls.

4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.

1.4 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely indicated on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
 - a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
 - b. Indicate dimensions shown on Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternative sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
- B. Coordination Drawing Organization: Organize coordination drawings as follows:
1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire-protection, fire-alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid. Supplement plan drawings with section drawings where required to adequately represent the Work.
 2. Plenum Space: Indicate subframing for support of ceiling and wall systems, mechanical and electrical equipment, and related Work. Locate components within plenums to accommodate layout of light fixtures and other components indicated on Drawings. Indicate areas of conflict between light fixtures and other components.
 3. Mechanical Rooms: Provide coordination drawings for mechanical rooms showing plans and elevations of mechanical, plumbing, fire-protection, fire-alarm, and electrical equipment.
 4. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
 5. Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.
 6. Review: Architect will review coordination drawings to confirm that, in general, the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility. If Architect determines that coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, Architect will so inform Contractor, who shall make suitable modifications and resubmit.

- C. Coordination Digital Data Files: Prepare coordination digital data files according to the following requirements:
1. File Preparation Format:
 - a. Same digital data software program, version, and operating system as original Drawings.
 2. File Submittal Format: Submit or post coordination drawing files using PDF format.
 3. Architect will furnish Contractor one set of digital data files of Drawings for use in preparing coordination digital data files.
 - a. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Drawings.
 - b. Contractor shall execute a data licensing agreement in the form of AIA Document C106 or Agreement form acceptable to Owner and Architect.

1.5 REQUEST FOR INFORMATION (RFI)

- A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
1. Architect will return without response those RFIs submitted to Architect by other entities controlled by Contractor.
 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
1. Owner name.
 2. Owner's Project number.
 3. Name of Architect.
 4. Architect's Project number.
 5. Date.
 6. Name of Contractor.
 7. RFI number, numbered sequentially.
 8. RFI subject.
 9. Specification Section number and title and related paragraphs, as appropriate.
 10. Drawing number and detail references, as appropriate.
 11. Field dimensions and conditions, as appropriate.
 12. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 13. Contractor's signature.
 14. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
- C. RFI Forms: AIA Document G716.

- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.

1. The following Contractor-generated RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for approval of Contractor's means and methods.
 - d. Requests for coordination information already indicated in the Contract Documents.
 - e. Requests for adjustments in the Contract Time or the Contract Sum.
 - f. Requests for interpretation of Architect's actions on submittals.
 - g. Incomplete RFIs or inaccurately prepared RFIs.
2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt by Architect additional information.
3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within five days of receipt of the RFI response.

- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly.

1. Project name.
2. Name and address of Contractor.
3. Name and address of Architect.
4. RFI number including RFIs that were returned without action or withdrawn.
5. RFI description.
6. Date the RFI was submitted.
7. Date Architect's response was received.

- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within three days if Contractor disagrees with response.

1.6 DIGITAL PROJECT MANAGEMENT PROCEDURES

- A. Use of Architect's Digital Data Files: Digital data files of Architect's **CAD drawings** will be provided by Architect for Contractor's use during construction.
1. Digital data files may be used by Contractor in preparing coordination drawings, Shop Drawings, and Project record Drawings.
 2. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Contract Drawings.

3. Contractor shall execute a data licensing agreement in the form of AIA Document C106 or Agreement form acceptable to Owner and Architect.
 - a. Subcontractors, and other parties granted access by Contractor to Architect's digital data files shall execute a data licensing agreement in the form of AIA Document C106 or agreement acceptable to Owner and Architect.
- B. Web-Based Project Management Software Package: Provide, administer, and use web-based Project management software package for purposes of hosting and managing Project communication and documentation until Final Completion.
 1. Web-based Project management software includes, at a minimum, the following features:
 - a. Compilation of Project data, including Contractor, subcontractors, Architect, architect's consultants, Owner, and other entities involved in Project. Include names of individuals and contact information.
 - b. Access control for each entity for each workflow process, to determine entity's digital rights to create, modify, view, and print documents.
 - c. Document workflow planning, allowing customization of workflow between project entities.
 - d. Creation, logging, tracking, and notification for Project communications required in other Specification Sections, including, but not limited to, RFIs, submittals, Minor Changes in the Work, Construction Change Directives, and Change Orders.
 - e. Track status of each Project communication in real time, and log time and date when responses are provided.
 - f. Procedures for handling PDFs or similar file formats, allowing markups by each entity. Provide security features to lock markups against changes once submitted.
 - g. Processing and tracking of payment applications.
 - h. Processing and tracking of contract modifications.
 - i. Creating and distributing meeting minutes.
 - j. Document management for Drawings, Specifications, and coordination drawings, including revision control.
 - k. Management of construction progress photographs.
 - l. Mobile device compatibility, including smartphones and tablets.
 2. Provide up to seven web-based Project management software user licenses for use of Owner, Architect, and Architect's consultants. Provide eight hours of software training at Architect's office for web-based Project software users.
 3. At completion of Project, provide digital archive in format that is readable by common desktop software applications in format acceptable to Architect. Provide data in locked format to prevent further changes.
 4. Provide one of the following:
 - a. Newforma, Inc.
 - b. Procore Technologies, Inc.
 - c. Submittal Exchange
- C. PDF Document Preparation: Where PDFs are required to be submitted to Architect, prepare as follows:

1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
2. Name file with submittal number or other unique identifier, including revision identifier.
3. Certifications: Where digitally submitted certificates and certifications are required, provide a digital signature with digital certificate on where indicated.

1.7 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
- B. Preconstruction Conference: Architect and Owner will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.
 1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Responsibilities and personnel assignments.
 - b. Tentative construction schedule.
 - c. Phasing.
 - d. Critical work sequencing and long lead items.
 - e. Designation of key personnel and their duties.
 - f. Lines of communications.
 - g. Use of web-based Project software.
 - h. Procedures for processing field decisions and Change Orders.
 - i. Procedures for RFIs.
 - j. Procedures for testing and inspecting.
 - k. Procedures for processing Applications for Payment.
 - l. Distribution of the Contract Documents.
 - m. Submittal procedures.
 - n. Sustainable design requirements.
 - o. Preparation of Record Documents.
 - p. Use of the premises.
 - q. Work restrictions.
 - r. Working hours.
 - s. Owner's occupancy requirements.
 - t. Responsibility for temporary facilities and controls.
 - u. Procedures for moisture and mold control.
 - v. Procedures for disruptions and shutdowns.
 - w. Construction waste management and recycling.
 - x. Parking availability.
 - y. Office, work, and storage areas.
 - z. Equipment deliveries and priorities.
 - aa. First aid.
 - bb. Security.

- cc. Progress cleaning.
- 3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity when required by other sections and when required for coordination with other construction.
 - 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
 - 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. Contract Documents.
 - b. Options.
 - c. Related RFIs.
 - d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Submittals.
 - h. Sustainable design requirements.
 - i. Review of mockups.
 - j. Possible conflicts.
 - k. Compatibility requirements.
 - l. Time schedules.
 - m. Weather limitations.
 - n. Manufacturer's written instructions.
 - o. Warranty requirements.
 - p. Compatibility of materials.
 - q. Acceptability of substrates.
 - r. Temporary facilities and controls.
 - s. Space and access limitations.
 - t. Regulations of authorities having jurisdiction.
 - u. Testing and inspecting requirements.
 - v. Installation procedures.
 - w. Coordination with other work.
 - x. Required performance results.
 - y. Protection of adjacent work.
 - z. Protection of construction and personnel.
 - 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 - 4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
 - 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

D. Progress Meetings: Conduct progress meetings at biweekly intervals.

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Contractor's Construction Schedule.
 - 2. Construction schedule updating reports.
 - 3. Daily construction reports.
 - 4. Site condition reports.

1.2 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction Project. Activities included in a construction schedule consume time and resources.
 - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.
- B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- D. Event: The starting or ending point of an activity.
- E. Float: The measure of leeway in starting and completing an activity.
 - 1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
 - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
 - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

1.3 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:

1. Working electronic copy of schedule file.
 2. PDF file.
 3. Two paper copies, of sufficient size to display entire period or schedule, as required.
- B. Startup Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.
- C. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
1. Submit a working digital copy of schedule, using software indicated, and labeled to comply with requirements for submittals.
- D. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.
1. Activity Report: List of activities sorted by activity number and then early start date, or actual start date if known.
 2. Logic Report: List of preceding and succeeding activities for each activity, sorted in ascending order by activity number and then by early start date, or actual start date if known.
 3. Total Float Report: List of activities sorted in ascending order of total float.
- E. Construction Schedule Updating Reports: Submit with Applications for Payment.
- F. Daily Construction Reports: Submit at weekly intervals.
- G. Site Condition Reports: Submit at time of discovery of differing conditions.

1.4 COORDINATION

- A. Coordinate Contractor's Construction Schedule with the schedule of values, submittal schedule, progress reports, payment requests, and other required schedules and reports.
1. Secure time commitments for performing critical elements of the Work from entities involved.
 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

1.5 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.
- B. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Substantial Completion and final completion.

1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- C. Activities: Treat each floor or separate area as a separate numbered activity for each main element of the Work. Comply with the following:
1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
 2. Submittal Review Time: Include review and resubmittal times indicated in Section 013300 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with submittal schedule.
 3. Startup and Testing Time: Include no fewer than 30 days for startup and testing.
 4. Commissioning Time: Include no fewer than 30 days for commissioning.
 5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
 6. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and final completion.
- D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
1. Phasing: Arrange list of activities on schedule by phase.
 2. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Section 011000 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
 3. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Coordination with existing construction.
 - b. Limitations of continued occupancies.
 - c. Uninterruptible services.
 - d. Partial occupancy before Substantial Completion.
 - e. Use-of-premises restrictions.
 - f. Provisions for future construction.
 - g. Seasonal variations.
 - h. Environmental control.
- E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion and the following interim milestones:
1. Temporary enclosure and space conditioning.
 2. Commissioning
- F. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
1. Unresolved issues.
 2. Unanswered Requests for Information.
 3. Rejected or unreturned submittals.

4. Notations on returned submittals.
 5. Pending modifications affecting the Work and the Contract Time.
- G. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 3. As the Work progresses, indicate final completion percentage for each activity.
- H. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, equipment required to achieve compliance, and date by which recovery will be accomplished.
- I. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
1. Post copies in Project meeting rooms and temporary field offices.
 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

1.6 GANTT-CHART SCHEDULE REQUIREMENTS

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's Construction Schedule within 30 days of date established for the Notice to Proceed.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

1.7 CPM SCHEDULE REQUIREMENTS

- A. Prepare network diagrams using AON (activity-on-node) format.
- B. Startup Network Diagram: Submit diagram within 14 days of date established for the Notice to Proceed. Outline significant construction activities for the first 90 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

- C. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the startup network diagram, prepare a skeleton network to identify probable critical paths.
1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
 - a. Preparation and processing of submittals.
 - b. Mobilization and demobilization.
 - c. Purchase of materials.
 - d. Delivery.
 - e. Fabrication.
 - f. Utility interruptions.
 - g. Installation.
 - h. Work by Owner that may affect or be affected by Contractor's activities.
 - i. Testing and inspection.
 - j. Commissioning.
 - k. Punch list and final completion.
 - l. Activities occurring following final completion.
 2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
 3. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
 4. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.
 - a. Subnetworks on separate sheets are permissible for activities clearly off the critical path.
- D. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall Project schedule.
- E. Initial Issue of Schedule: Prepare initial network diagram from a sorted activity list indicating straight "early start-total float." Identify critical activities. Prepare tabulated reports showing the following:
1. Contractor or subcontractor and the Work or activity.
 2. Description of activity.
 3. Main events of activity.
 4. Immediate preceding and succeeding activities.
 5. Early and late start dates.
 6. Early and late finish dates.
 7. Activity duration in workdays.
 8. Total float or slack time.
 9. Average size of workforce.
 10. Dollar value of activity (coordinated with the schedule of values).

F. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:

1. Identification of activities that have changed.
2. Changes in early and late start dates.
3. Changes in early and late finish dates.
4. Changes in activity durations in workdays.
5. Changes in the critical path.
6. Changes in total float or slack time.
7. Changes in the Contract Time.

1.8 REPORTS

A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:

1. List of subcontractors at Project site.
2. List of separate contractors at Project site.
3. Approximate count of personnel at Project site.
4. Equipment at Project site.
5. Material deliveries.
6. High and low temperatures and general weather conditions, including presence of rain or snow.
7. Testing and inspection.
8. Accidents.
9. Meetings and significant decisions.
10. Stoppages, delays, shortages, and losses.
11. Meter readings and similar recordings.
12. Emergency procedures.
13. Orders and requests of authorities having jurisdiction.
14. Change Orders received and implemented.
15. Construction Change Directives received and implemented.
16. Services connected and disconnected.
17. Equipment or system tests and startups.
18. Partial completions and occupancies.
19. Substantial Completions authorized.

B. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013200

SECTION 013233 - PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
 - 1. Preconstruction photographs.
 - 2. Concealed Work photographs.
 - 3. Periodic construction photographs.
 - 4. Final completion construction photographs.
- B. Related Requirements:
 - 1. Section 017700 "Closeout Procedures" for submitting photographic documentation as Project Record Documents at Project closeout.

1.2 INFORMATIONAL SUBMITTALS

- A. Key Plan: Submit key plan of Project site and building with notation of vantage points marked for location and direction of each photograph. Indicate elevation or story of construction. Include same information as corresponding photographic documentation.
- B. Digital Photographs: Submit image files within five days of taking photographs.
 - 1. Submit photos thumb-drive and by uploading to web-based Project management software site. Include copy of key plan indicating each photograph's location and direction.
 - 2. Identification: Provide the following information with each image description web-based Project management software site:
 - a. Name of Project.
 - b. Name and contact information for photographer.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Date photograph was taken.
 - f. Description of location, vantage point, and direction.
 - g. Unique sequential identifier keyed to accompanying key plan.

1.3 QUALITY ASSURANCE

- A. Photographer Qualifications: An individual who has been regularly engaged as a professional photographer of construction projects for not less than three years.

1.4 FORMATS AND MEDIA

- A. Digital Photographs: Provide color images in JPG format, produced by a digital camera with minimum sensor size of 12 megapixels, and at an image resolution of not less than 3200 by 2400 pixels. Use flash in low light levels or backlit conditions.
- B. Digital Images: Submit digital media as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.

1.5 CONSTRUCTION PHOTOGRAPHS

- A. Photographer: Engage a qualified photographer to take construction photographs.
- B. General: Take photographs with maximum depth of field and in focus.
 - 1. Maintain key plan with each set of construction photographs that identifies each photographic location.
- C. Preconstruction Photographs: Before commencement of the Work, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points.
 - 1. Take photographs to show existing conditions or devices that are too remain that would be needed for documentation.
- D. Concealed Work Photographs: Before proceeding with installing work that will conceal other work, take photographs sufficient in number, with annotated descriptions, to record nature and location of concealed Work, including, but not limited to, the following:
 - 1. Above Ceiling cable routing
 - 2. Cabling at wire trays
 - 3. Device installations
 - 4. Cabling at switches
 - 5. Server installations
 - 6. General site activities that illustrate work progress
- E. Periodic Construction Photographs: Take 10 photographs weekly. Select vantage points to show status of construction and progress since last photographs were taken.
- F. Final Completion Construction Photographs: Take 15 photographs after date of Substantial Completion for submission as Project Record Documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013233

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Submittal schedule requirements.
2. Administrative and procedural requirements for submittals.

1.2 DEFINITIONS

- A. Action Submittals:** Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals:** Written and graphic information and physical samples that do not require Architect's action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

1.3 SUBMITTAL SCHEDULE

- A. Submittal Schedule:** Submit, as an action submittal, a list of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.

1.4 SUBMITTAL FORMATS

A. Submittal Information: Include the following information in each submittal:

1. Project name.
2. Date.
3. Name of Architect.
4. Name of Construction Manager.
5. Name of Contractor.
6. Name of firm or entity that prepared submittal.
7. Names of subcontractor, manufacturer, and supplier.
8. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier; and alphanumeric suffix for resubmittals.
9. Category and type of submittal.
10. Submittal purpose and description.

11. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
 12. Drawing number and detail references, as appropriate.
 13. Indication of full or partial submittal.
 14. Location(s) where product is to be installed, as appropriate.
 15. Other necessary identification.
 16. Remarks.
 17. Signature of transmitter.
- B. Options: Identify options requiring selection by Architect.
- C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Architect on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.
- D. Electronic Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number.
- E. Submittals for Utilizing Web-Based Project Management Software: Prepare submittals as PDF files, or other format indicated by Project management software.

1.5 SUBMITTAL PROCEDURES

- A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
1. Web-Based Project Management Software: Prepare submittals in PDF form, and upload to web-based Project management software website. Enter required data in web-based software site to fully identify submittal.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Resubmittal Review: Allow 15 days for review of each resubmittal.

- D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal. Include all items as a complete package in Resubmittal. Incomplete submittals will be returned if only partial information is re-submitted.
- E. 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.
- F. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's or Consultants action stamp.

1.6 SUBMITTAL REQUIREMENTS

- A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each submittal to show which products and options are applicable.
 - 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 - 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams that show factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 - 5. Submit Product Data before Shop Drawings, and before or concurrent with Samples.
- B. 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:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.

- e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
- C. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other materials.
 - 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 - 2. Identification: Permanently attach label on unexposed side of Samples that includes the following:
 - a. Project name and submittal number.
 - b. Generic description of Sample.
 - c. Product name and name of manufacturer.
 - d. Sample source.
 - e. Number and title of applicable Specification Section.
 - f. Specification paragraph number and generic name of each item.
 - 3. Web-Based Project Management Software: Prepare submittals in PDF form, and upload to web-based Project software website. Enter required data in web-based software site to fully identify submittal.
 - 4. Paper Transmittal: Include paper transmittal including complete submittal information indicated.
 - 5. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
 - 6. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit **one** full set of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
- D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
- E. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- F. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of

assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.

G. Certificates:

1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
2. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
4. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
5. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
6. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.

H. Test and Research Reports:

1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for substrate preparation and primers required.
2. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - a. Name of evaluation organization.
 - b. Date of evaluation.
 - c. Time period when report is in effect.

- d. Product and manufacturers' names.
- e. Description of product.
- f. Test procedures and results.
- g. Limitations of use.

1.7 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are insufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF file and three paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
 - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

1.8 CONTRACTOR'S REVIEW

- A. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Contractor's Approval: Indicate Contractor's approval for each submittal with a uniform approval stamp and indication in web-based Project management software. Include 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.
 - 1. Architect will not review submittals received from Contractor that do not have Contractor's review and approval.

1.9 ARCHITECT'S REVIEW

- A. Action Submittals: Architect will review each submittal, indicate corrections or revisions required, and return it.
 - 1. PDF Submittals: Architect will indicate, via markup on each submittal, the appropriate action.
 - a. Reviewed No Exceptions
 - b. Reviewed As Noted

c. Revise and Resubmit

2. Submittals by Web-Based Project Management Software: Architect will indicate, on Project management software website, the appropriate action.
- B. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- C. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- D. Architect will discard submittals received from sources other than Contractor.
- E. Submittals not required by the Contract Documents will be returned by Architect without action.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013300

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.
 - 2. Requirements for Contractor to provide quality-assurance and quality-control services required by Architect, Owner and authorities having jurisdiction are not limited by provisions of this Section.

1.2 DEFINITIONS

- A. Experienced: When used with an entity or individual, "experienced" unless otherwise further described means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
- B. Field Quality-Control Tests and Inspections: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- C. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, assembly, and similar operations.
 - 1. Use of trade-specific terminology in referring to a Work result does not require that certain construction activities specified apply exclusively to specific trade(s).
- D. Mockups: Full-size physical assemblies that are constructed on-site either as freestanding temporary built elements or as part of permanent construction. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.
 - 1. Laboratory Mockups: Full-size physical assemblies constructed and tested at testing facility to verify performance characteristics.

2. Integrated Exterior Mockups: Mockups of the exterior envelope constructed on-site as freestanding temporary built elements consisting of multiple products, assemblies, and subassemblies, with cutaways enabling inspection of concealed portions of the Work.
 - a. Include each system, assembly, component, and part of the exterior wall to be constructed for the Project. Colors of components shall be those selected by the Architect for use in the Project.
 3. Room Mockups: Mockups of typical interior spaces complete with wall, floor, and ceiling finishes; doors; windows; millwork; casework; specialties; furnishings and equipment; and lighting.
 4. Product Mockups: Mockups that may include multiple products, materials, or systems specified in a single Section.
 5. In-Place Mockups: Mockups constructed on-site in their actual final location as part of permanent construction.
- E. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria. Unless otherwise indicated, copies of reports of tests or inspections performed for other than the Project do not meet this definition.
- F. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) according to 29 CFR 1910.7, by a testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- G. Source Quality-Control Tests and Inspections: Tests and inspections that are performed at the source; for example, plant, mill, factory, or shop.
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall have the same meaning as testing agency.
- I. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- J. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Contractor's quality-control services do not include contract administration activities performed by Architect.
- 1.3 DELEGATED-DESIGN SERVICES
- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

- B. Delegated-Design Services Statement: Submit 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, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.

1.4 CONFLICTING REQUIREMENTS

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

1.5 ACTION SUBMITTALS

- A. Mockup Shop Drawings: For integrated exterior mockups.
 - 1. Include plans, sections, elevations, and details, indicating materials and size of mockup construction.
 - 2. Indicate manufacturer and model number of individual components.
 - 3. Provide axonometric drawings for conditions difficult to illustrate in two dimensions.

1.6 INFORMATIONAL SUBMITTALS

- A. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility submitted to authorities having jurisdiction before starting work on the following systems:
 - 1. Seismic-force-resisting system, designated seismic system, or component listed in the Statement of Special Inspections.
 - 2. Main wind-force-resisting system or a wind-resisting component listed in the Statement of Special Inspections.
- B. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- C. Permits, Licenses, and Certificates: For Owner's record, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee

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

1.7 REPORTS AND DOCUMENTS

A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, telephone number, and email address of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspection.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:

1. Statement on condition of substrates and their acceptability for installation of product.
2. Statement that products at Project site comply with requirements.
3. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
4. Results of operational and other tests and a statement of whether observed performance complies with requirements.
5. Other required items indicated in individual Specification Sections.

C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:

1. Statement that equipment complies with requirements.
2. Results of operational and other tests and a statement of whether observed performance complies with requirements.
3. Other required items indicated in individual Specification Sections.

1.8 QUALITY ASSURANCE

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

- B. **Manufacturer Qualifications:** A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units. As applicable, procure products from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.
- C. **Fabricator Qualifications:** A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. **Installer Qualifications:** A firm or individual experienced in installing, erecting, applying, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. **Professional Engineer Qualifications:** A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.
- F. **Specialists:** Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
 - 1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. **Testing and Inspecting Agency Qualifications:** An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspection indicated, as documented according to ASTM E329 and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
- H. **Manufacturer's Technical Representative Qualifications:** An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. **Preconstruction Testing:** Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
 - 1. Contractor responsibilities include the following:
 - a. Provide test specimens representative of proposed products and construction.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - c. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
 - d. When testing is complete, remove test specimens and test assemblies, mockups, and do not reuse products on Project.

2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- J. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
1. Build mockups of size indicated.
 2. Build mockups in location indicated or, if not indicated, as directed by Architect.
 3. Notify Architect seven days in advance of dates and times when mockups will be constructed.
 4. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed to perform same tasks during the construction at Project.
 5. Demonstrate the proposed range of aesthetic effects and workmanship.
 6. Obtain Architect's approval of mockups before starting corresponding work, fabrication, or construction.
 - a. Allow seven days for initial review and each re-review of each mockup.
 7. Promptly correct unsatisfactory conditions noted by Architect's preliminary review, to the satisfaction of the Architect, before completion of final mockup.
 8. Approval of mockups by the Architect does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
 9. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
 10. Demolish and remove mockups when directed unless otherwise indicated.

1.9 QUALITY CONTROL

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

2. Notify testing agencies at least 48 hours in advance of time when Work that requires testing or inspection will be performed.
 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 4. Testing and inspection requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- D. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the locations from which test samples will be taken and in which in-situ tests are conducted.
 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected Work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform duties of Contractor.
- E. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 "Submittal Procedures."
- F. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- G. Contractor's Associated Requirements and Services: Cooperate with agencies and representatives performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspection. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Preliminary design mix proposed for use for material mixes that require control by testing agency.

6. Security and protection for samples and for testing and inspection equipment at Project site.
- H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspection.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

1.10 SPECIAL TESTS AND INSPECTIONS

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

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

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspection, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Requirements:
 - 1. Section 012500 "Substitution Procedures" for requests for substitutions.

1.2 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Salvaged items or items reused from other projects are not considered new products. Items that are manufactured or fabricated to include recycled content materials are considered new products, unless indicated otherwise.
 - 3. Comparable Product: Product by named manufacturer that is demonstrated and approved through the comparable product submittal process described in Part 2 "Comparable Products" Article, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a single manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation. Published attributes and characteristics of basis-of-design product establish salient characteristics of products.
 - 1. Evaluation of Comparable Products: In addition to the basis-of-design product description, product attributes and characteristics may be listed to establish the significant qualities related to type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other special features and requirements for purposes of evaluating comparable products of additional manufacturers named in the specification.
- C. Subject to Compliance with Requirements: Where the phrase "Subject to compliance with requirements" introduces a product selection procedure in an individual Specification Section,

provide products qualified under the specified product procedure. In the event that a named product or product by a named manufacturer does not meet the other requirements of the specifications, select another named product or product from another named manufacturer that does meet the requirements of the specifications; submit a comparable product request or substitution request, if applicable.

- D. Comparable Product Request Submittal: An action submittal requesting consideration of a comparable product, including the following information:
 - 1. Identification of basis-of-design product or fabrication or installation method to be replaced, including Specification Section number and title and Drawing numbers and titles.
 - 2. Data indicating compliance with the requirements specified in Part 2 "Comparable Products" Article.
- E. Basis-of-Design Product Specification Submittal: An action submittal complying with requirements in Section 013300 "Submittal Procedures."
- F. Substitution: Refer to Section 012500 "Substitution Procedures" for definition and limitations on substitutions.

1.3 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1.4 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products, using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

1.5 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
 - 1. Manufacturer's Warranty: Written standard warranty form furnished by individual manufacturer for a particular product and issued in the name of the Owner or endorsed by manufacturer to Owner.
 - 2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner and issued in the name of the Owner or endorsed by manufacturer to Owner.

- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 2. Specified Form: When specified forms are included in the Project Manual, prepare a written document, using indicated form properly executed.
 3. See other Sections for specific content requirements and particular requirements for submitting special warranties.

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Owner reserves the right to limit selection to products with warranties meeting requirements of the Contract Documents.
 4. Where products are accompanied by the term "as selected," Architect will make selection.
 5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
- B. Product Selection Procedures:
1. Sole Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 - a. Sole product may be indicated by the phrase "Subject to compliance with requirements, provide the following."
 2. Sole Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 - a. Sole manufacturer/source may be indicated by the phrase "Subject to compliance with requirements, provide products by the following."
 3. Limited List of Products: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements.

- a. Limited list of products may be indicated by the phrase "Subject to compliance with requirements, provide one of the following."
- 4. Non-Limited List of Products: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed or an unnamed product that complies with requirements.
 - a. Non-limited list of products is indicated by the phrase "Subject to compliance with requirements, available products that may be incorporated in the Work include, but are not limited to, the following."
 - b. Provision of an unnamed product is not considered a substitution, if the product complies with requirements.
- 5. Limited List of Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
 - a. Limited list of manufacturers is indicated by the phrase "Subject to compliance with requirements, provide products by one of the following."
- 6. Non-Limited List of Manufacturers: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed or a product by an unnamed manufacturer that complies with requirements.
 - a. Non-limited list of manufacturers is indicated by the phrase "Subject to compliance with requirements, available manufacturers whose products may be incorporated in the Work include, but are not limited to, the following."
 - b. Provision of products of an unnamed manufacturer is not considered a substitution, if the product complies with requirements.
- 7. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications may additionally indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.
 - a. For approval of products by unnamed manufacturers, comply with requirements in Section 012500 "Substitution Procedures" for substitutions for convenience.
- C. Visual Matching Specification: Where Specifications require the phrase "match Architect's sample," provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
 - 1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or a similar phrase, select a product that complies

with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

- E. Sustainable Product Selection: Where Specifications require product to meet sustainable product characteristics, select products complying with indicated requirements. Comply with requirements in Division 01 sustainability requirements Section and individual Specification Sections.
 - 1. Select products for which sustainable design documentation submittals are available from manufacturer.

2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration of Comparable Products: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with the following requirements:
 - 1. Evidence that proposed product does not require revisions to the Contract Documents, is consistent with the Contract Documents, will produce the indicated results, and is compatible with other portions of the Work.
 - 2. Detailed comparison of significant qualities of proposed product with those of the named basis-of-design product. Significant product qualities include attributes, such as type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other specific features and requirements.
 - 3. Evidence that proposed product provides specified warranty.
 - 4. List of similar installations for completed projects, with project names and addresses and names and addresses of architects and owners, if requested.
 - 5. Samples, if requested.
- B. Architect's Action on Comparable Products Submittal: If necessary, Architect will request additional information or documentation for evaluation, as specified in Section 013300 "Submittal Procedures."
 - 1. Form of Approval of Submittal: As specified in Section 013300 "Submittal Procedures."
 - 2. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.
- C. Submittal Requirements, Two-Step Process: Approval by the Architect of Contractor's request for use of comparable product is not intended to satisfy other submittal requirements. Comply with specified submittal requirements.
- D. Submittal Requirements, Single-Step Process: When acceptable to Architect, incorporate specified submittal requirements of individual Specification Section in combined submittal for comparable products. Approval by the Architect of Contractor's request for use of comparable product and of individual submittal requirements will also satisfy other submittal requirements.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

SECTION 017050 - PROJECT CLOSEOUTS

PART 1 - GENERAL

RELATED DOCUMENTS:

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

DESCRIPTION OF REQUIREMENTS:

Definitions: Closeout is hereby defined to include general requirements near the end of the Contract Time, in preparation for final acceptance, final payment, normal termination of contract, occupancy by Owner and similar actions evidencing completion of the work. Specific requirements for individual units of work are specified in sections of Divisions 2 through 16. Time of closeout is directly related to "Substantial Completion", and therefore may be either a single time period for entire work which have been certified as substantially complete at different dates. That time variation (if any) shall be applicable to other provisions of this section.

PREREQUISITES TO SUBSTANTIAL COMPLETION:

General: Prior to requesting the Architect/Engineer's inspection for certification of substantial completion, (for either the entire work or for portions thereof), complete the following and list known exceptions in the request:

Submit specific warranties, workmanship/maintenance bonds, maintenance agreements, final certifications and similar documents.

Obtain and submit releases enabling Owner's full, unrestricted use of the work and access to services and utilities (where required), include occupancy permits, operating certificates, and similar releases.

Deliver tools, spare parts, extra stocks of materials, and similar physical items to the Owner.

Make final changeover of locks and transmit the keys to the Owner, and advise the Owner's personnel of change over in security provisions.

Complete start up testing of systems, and instructions of the Owner's operating and maintenance personnel. Discontinue or change over and remove temporary facilities and services from the project site, along with construction tools and facilities, mock ups, and similar elements.

Complete final cleaning up requirements, including touch up of painting of marred surfaces.

Inspection Procedures: Upon receipt of the Contractor's request Architect/Engineer will either proceed with inspection or advise Contractor of unfilled prerequisites. Following the initial inspection, the Architect/Engineer will either prepare the certificate of substantial completion, or will advise the Contractor of work which must be performed prior to the issuance of certificate; and repeat the inspection when requested and when assured that the work has been substantially completed. Results of the completed inspection will form the initial "punch list"

for final acceptance.

PREREQUISITES TO FINAL ACCEPTANCE:

General: Prior to requesting Architect/Engineer's final inspection for certification of final acceptance, and final payment, as required by the General Conditions, complete the following and list known exceptions, (if any), in request.

Submit the final payment request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.

Submit an updated final statement, accounting for final additional changes to the Contract Sum.

Submit certified copy of the Architect/Engineer's final punch list of itemized work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance and has been endorsed and dated by the Architect.

Submit consent of surety.

Re-inspection Procedure: Upon receipt of the Contractor's notice that the work has been completed, including punch list items resulting from earlier inspections, and accepting incomplete, items delayed because of acceptable circumstances, the Architect/Engineer will re-inspect the work.

Upon completion of re-inspection, the Architect/Engineer will either prepare a certificate of final acceptance, or will advise the Contractor of work that is incomplete or obligations not fulfilled, as required for final acceptance. If necessary, procedure will be repeated.

RECORD DOCUMENT SUBMITTALS:

General: Specific requirements for record documents are indicated in individual sections of these specifications. Other requirements are indicated in the General Conditions. General submittal requirements are indicated in the "Submittals" sections. Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire resistive location; provide access to record documents for Architect/Engineer's reference during normal working hours.

Record Drawings: Maintain a white print set (blue line or white prints of contract drawings and shop drawings in a clean, undamaged condition with mark up of actual installations which vary substantially from the work as originally shown. Mark whichever drawing is most capable of showing the actual "field" condition fully and accurately; however, where shop drawings are used for mark up, record a cross reference at the corresponding location on the working drawings. Mark with legible erasable pencil and, where feasible, use other colors to distinguish between variations in separate categories of work. Verify colors will be visible during scanning of record drawings. Mark up new information which is recognized to be of importance to Owner, but was for some reason not shown on either contract drawings or shop drawings. Give particular attention to concealed work that would be difficult to measure and record at a later date. Note related change order numbers where applicable. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and

other identification on cover of each set.

Provide two electronic copies on CD of the record drawings to the Owner.

Record Specifications: Maintain one copy of specifications, including addenda, change orders and similar modifications issued in printed form during construction, and mark up variations (of substance) in the actual work in comparison with the text of the specifications and modifications as issued. Give particular attention to substitutions, selection of options and similar information on work where it is concealed or cannot otherwise be readily discerned at a later date by direct observation. Note related record drawing information and product data, where applicable.

Upon completion of mark up, submit to Architect/Engineer for Owner's records.

Record Product Data: Maintain one copy of each product data submittal, and mark up significant variations in actual work in performed in comparison with the submitted information. Include both variations in product as delivered to site, and variations from the manufacturer's instructions and recommendations for installation. Give particular attention to concealed products and portions of the work which cannot otherwise be readily discerned at a later date by direct observation. Note related change orders and mark up of record drawings and specifications. Upon completion of mark up, submit complete set to Architect/Engineer for the Owners' records.

Record Sample Submittal: Immediately prior to date(s) of substantial completion, the Architect/Engineer (and including Owner's personnel where desired) will meet with Contractor at site, and will determine which (if any) of submitted samples maintained by Contractor during progress of the work, are to be transmitted to the Owner for record purposes. Comply with Architect/Engineer's instruction for packaging, identification marking, and delivery to the Owner's sample storage area.

Miscellaneous Record Submittals: Refer to other sections of these specifications for requirements of miscellaneous record keeping and submittals in connection with the actual performance of the work. Immediately prior to the date(s) of substantial completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference. Submit to the Architect/Engineer for the Owner's records.

Maintenance Manuals: Organize maintenance and operating manual information into suitable sets of manageable size, and bind into individual binders properly identified and indexed (thumb tabbed). Include emergency instructions, spare parts listing, and copies of warranties, wiring diagrams, recommended "turn around" cycles, inspection procedures, shop drawings, product data, and similar applicable information. Bind each manual of each set of data in a heavy duty 2", 3 ring vinyl covered binder, and include pocket folders for folded sheet information. Mark identification on both front and spine of each binder.

PART 2 PRODUCTS (not applicable)

PART 3 EXECUTIONS

CLOSEOUT PROCEDURES:

General Operating and Maintenance Instructions: Arrange for each installer of work requiring continuing maintenance or operation, to meet with Owner's personnel, at the project site, to provide basic instruction needed for proper operation and maintenance of the entire work. Include instructions by the manufacturer's representatives where installers are not experts in the required procedures. Review maintenance manuals, record documentation, tools, spare parts and materials, lubricants, fuels identification system, control sequences, hazards, cleaning and similar procedures and facilities. For operational equipment, demonstrate start up, shut down, emergency operations, noise and vibration adjustments, safety, economy and efficiency adjustments energy effectiveness, and similar operations. Review maintenance and operations in relation with applicable warranties, agreements to maintain, bonds and similar continuing commitments.

FINAL CLEANING:

General: Special cleaning for specific units of work is specified in sections of Divisions 2 through 16. General cleaning during the progress of the work is specified in General Conditions and as "Temporary Facilities" section of this Division. Provide final cleaning of the work, at time indicated, consisting of cleaning each surface or unit of work to normal "clean" condition expected for a first class building cleaning and maintenance program. Comply with manufacturer's instructions for cleaning operations. The following are examples but not by way of limitation, of cleaning levels required.

Remove labels which are not required as permanent labels.

Clean transparent materials, including mirrors and window/door glass, to a polished condition, removing substances which are noticeable as vision obscuring materials. Replace broken glass and damaged transparent materials.

Clean exposed exterior and interior hard surface finishes to a dirt free condition, free of dust, stains, films and similar noticeable distracting substances. Except as other-wise indicated, avoid disturbance of natural weathering of exterior surface. Restore reflective surfaces to their original reflective condition.

Wipe surfaces of mechanical and electrical equipment clean, including elevator equipment and similar equipment; remove excess lubrication and other substances.

Remove debris and surface dust from limited access spaces including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics and similar spaces.

Clean concrete floors in non occupied spaces broom clean.

Vacuum clean carpeted surfaces and similar soft surfaces.

Clean plumbing fixtures to a sanitary condition, free of stains including those resulting from water exposure.

Clean food service equipment to a condition of sanitation ready and acceptable for intended food service use.

Clean light fixtures and lamps so as to function with full efficiency.

Clean project site (yard and grounds), including landscape development areas, of litter and foreign substances.

Sweep paved areas to a broom clean condition; remove stains, petro chemical spills and other foreign deposits. Rake ground which are neither planted nor paved, to a smooth, even textured surface.

Pest Control: Engage an experienced exterminator to make a final inspection of project and to rid project of rodents, insects, and other pests.

Removal of Protection: Except as otherwise indicated or requested by the Architect/Engineer, remove temporary protection devices and facilities which were installed during the course of the work to protect previously completed work during the remainder of the construction period.

Compliance: Comply with safety standards and governing regulations for cleaning operations. Do not burn waste materials at the site. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile or other harmful or dangerous materials into drainage systems. Remove waste materials from site and dispose of in a lawful manner.

Where extra materials of value remaining after completion of associated work have become Owner's property, dispose of these materials to the Owner's best advantage as directed.

ATTIC STOCK ITEMS

1. Refer to Drawing E1.01 for required items and quantities.

END OF SECTION 017050

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for Project Record Documents, including the following:
 - 1. Record Drawings.
 - 2. Record specifications.
 - 3. Record Product Data.
- B. Related Requirements:
 - 1. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.

1.2 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit one set of marked-up record prints.
 - 2. Number of Copies: Submit copies of Record Drawings as follows:
 - a. Initial Submittal:
 - 1) Submit one paper-copy set(s) of marked-up record prints.
 - 2) Submit PDF electronic files of scanned record prints and one set of file prints.
 - 3) Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
 - b. Final Submittal:
 - 1) Submit One paper-copy set of marked-up record prints.
 - 2) Submit PDF electronic files of scanned Record Prints and one set of file prints.
- B. Record Specifications: Submit annotated PDF electronic files and one paper copies of Project's Specifications, including addenda and Contract modifications.
- C. Record Product Data: Submit annotated PDF electronic files and directories and one paper copies of each submittal.
 - 1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.

1.3 RECORD DRAWINGS

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

4. Architect will furnish Contractor with one set of digital data files of the Contract Drawings for use in recording information.
- C. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize record prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 2. Format: Annotated PDF electronic file.
 3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.

1.4 RECORD SPECIFICATIONS

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

1.5 RECORD PRODUCT DATA

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and revisions to Project Record Documents as they occur; do not wait until end of Project.
- B. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 3. Note related Change Orders, Record Specifications, and Record Drawings where applicable.
- C. Format: Submit Record Product Data as annotated PDF electronic file.

1. Include Record Product Data directory organized by Specification Section number and title, electronically linked to each item of Record Product Data.

1.6 MAINTENANCE OF RECORD DOCUMENTS

- A. Maintenance of Record Documents: Store Record Documents in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 017839

SECTION 017900 - DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 SUMMARY

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

1.2 INFORMATIONAL SUBMITTALS

- A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
 - 1. Indicate proposed training modules using manufacturer-produced demonstration and training video recordings for systems, equipment, and products in lieu of video recording of live instructional module.

1.3 CLOSEOUT SUBMITTALS

- A. Demonstration and Training Video Recordings: Submit two copies within seven days of end of each training module.
 - 1. At completion of training, submit complete training manual(s) for Owner's use prepared in same paper and PDF file format required for operation and maintenance manuals specified in Section 017823 "Operation and Maintenance Data."

1.4 QUALITY ASSURANCE

- A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.
- B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Section 014000 "Quality Requirements," experienced in operation and maintenance procedures and training.
- C. Preinstruction Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination."

1.5 COORDINATION

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

1.6 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:
 - 1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
 - a. System, subsystem, and equipment descriptions.
 - b. Performance and design criteria if Contractor is delegated design responsibility.
 - c. Operating standards.
 - d. Regulatory requirements.
 - e. Equipment function.
 - f. Operating characteristics.
 - g. Limiting conditions.
 - h. Performance curves.
 - 2. Documentation: Review the following items in detail:
 - a. Emergency manuals.
 - b. Systems and equipment operation manuals.
 - c. Systems and equipment maintenance manuals.
 - d. Product maintenance manuals.
 - e. Project Record Documents.
 - f. Identification systems.
 - g. Warranties and bonds.
 - h. Maintenance service agreements and similar continuing commitments.
 - 3. Emergencies: Include the following, as applicable:
 - a. Instructions on meaning of warnings, trouble indications, and error messages.
 - b. Instructions on stopping.
 - c. Shutdown instructions for each type of emergency.

- d. Operating instructions for conditions outside of normal operating limits.
 - e. Sequences for electric or electronic systems.
 - f. Special operating instructions and procedures.
4. Operations: Include the following, as applicable:
- a. Startup procedures.
 - b. Equipment or system break-in procedures.
 - c. Routine and normal operating instructions.
 - d. Regulation and control procedures.
 - e. Control sequences.
 - f. Safety procedures.
 - g. Instructions on stopping.
 - h. Normal shutdown instructions.
 - i. Operating procedures for emergencies.
 - j. Operating procedures for system, subsystem, or equipment failure.
 - k. Seasonal and weekend operating instructions.
 - l. Required sequences for electric or electronic systems.
 - m. Special operating instructions and procedures.
5. Adjustments: Include the following:
- a. Alignments.
 - b. Checking adjustments.
 - c. Noise and vibration adjustments.
 - d. Economy and efficiency adjustments.
6. Troubleshooting: Include the following:
- a. Diagnostic instructions.
 - b. Test and inspection procedures.
7. Maintenance: Include the following:
- a. Inspection procedures.
 - b. Types of cleaning agents to be used and methods of cleaning.
 - c. List of cleaning agents and methods of cleaning detrimental to product.
 - d. Procedures for routine cleaning.
 - e. Procedures for preventive maintenance.
 - f. Procedures for routine maintenance.
 - g. Instruction on use of special tools.
8. Repairs: Include the following:
- a. Diagnosis instructions.
 - b. Repair instructions.
 - c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - d. Instructions for identifying parts and components.
 - e. Review of spare parts needed for operation and maintenance.

1.7 PREPARATION

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Section 017823 "Operation and Maintenance Data."
- B. Set up instructional equipment at instruction location.

1.8 INSTRUCTION

- A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.
- B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
- C. Scheduling: Provide instruction at mutually agreed-on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
 - 1. Schedule training with Owner with at least seven days' advance notice.
- D. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.
- E. Evaluation: At conclusion of each training module, assess and document each participant's mastery of module by use of a demonstration performance-based test.
- F. Cleanup: Collect used and leftover educational materials and remove from Project site. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

1.9 DEMONSTRATION AND TRAINING VIDEO RECORDINGS

- A. General: Engage a qualified commercial videographer to record demonstration and training video recordings. Record each training module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.
 - 1. At beginning of each training module, record each chart containing learning objective and lesson outline.
- B. Digital Video Recordings: Provide high-resolution, digital video in MPEG format, produced by a digital camera with minimum sensor resolution of 12 megapixels and capable of recording in full HD mode.
 - 1. Submit video recordings thumb drive.
- C. Recording: Mount camera on tripod before starting recording, unless otherwise necessary to adequately cover area of demonstration and training. Display continuous running time.

- D. Light Levels: Verify light levels are adequate to properly light equipment. Verify equipment markings are clearly visible prior to recording.
- E. Preproduced Video Recordings: Provide video recordings used as a component of training modules in same format as recordings of live training.

PART 2 - PRODUCTS

PART 3 - EXECUTION

END OF SECTION 017900

SECTION 260010 - SUMMARY OF ELECTRICAL WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, Division 1 Specification Sections and other Division 26 Specification Sections, apply to this Section.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. The following Summary of Work is intended as an aid to achieve an understanding of the various elements of work included in the project, as is not intended to be all-inclusive. Detailed descriptions of work and requirements are given in drawings and specifications.

B. Scope of Work:

1. General: The “[Medical Professions AV Project 2024-2025](#)” consists of an existing single-story (170,161 SF) , maintenance and portable buildings, approximate total 177,969 s.f. This building will generally be operated from 7:30am to 5:00pm. (Monday through Friday) with occasional after hours and weekends use.
2. Electrical: Provide all materials and labor associated with complete operational electrical distribution system. Major items of work include, but are not limited to:
 - (a) Electrical Service: Existing to remain as is.
 - (b) Demolition: Disconnect and remove existing Intercom, Gymnasium Sound, Cafeteria Audio Video, and Lecture Hall Audio Video Systems. Items to be disconnected and removed include but are not limited to head-end equipment, cabling, speakers, display screens, clocks, projectors, projector screens, etc. Provide SS coverplates where needed to cover unused rough-ins.
 - (c) Power Systems: Retain and reuse existing connections. It is the intent for equipment to be removed and replaced one for one.
 - (d) Unified Communication System:
 - (i) School Intercom System:
 - Provide speakers and desktop master stations.
 - Existing Cisco phones in the classrooms are to be interfaced.
 - Provide hallways and building exterior walls with speakers to transmit general announcements.
 - Provide clocks are noted on plans.
 - (ii) Classrooms Audio Video Sound System: Provide display screen, control panel, multimedia outlets, data connectors and cabling. See specifications.
 - (iii) Gymnasium Audio Video Sound System: Provide speakers, projection screens, projectors, wireless microphones, multimedia outlet, data connectors, and cabling. See specifications.

SECTION 260010 - SUMMARY OF ELECTRICAL WORK

- (iv) Cafeteria Integrated Audio Video Sound System: Provide speakers, wireless microphones, multimedia outlet, data connectors, and cabling. See specifications.
- (v) Lecture Hall Audio Video Sound System: Provide speakers, wireless microphones, projectors, projector screens, multimedia outlet, data connectors, and cabling. See specifications.
- (vi) Voice and Data Communication Cabling Equipment: Provide cabling, connectors, switches, etc. See specifications.

1.3 ALLOWANCES

- A. Electrical: See Division 1 for electrical allowances.

1.4 COORDINATION

- A. All electrical work shall be done under sub-contract to a General Contractor, who ultimately responsible for the entire project. Electrical Contractor shall coordinate all work through General Contractor, even in areas where only electrical work is to take place.
- B. All questions, requests for information, submittals, and correspondence from the Electrical Contractor shall be submitted via the General Contractor, who will forward to the Architect, who will then forward to the Engineer.
- C. Electrical Contractor shall not make any changes to design without written authorization from the Engineer. If changes are requested by the Owner, Architect, General Contractor, Suppliers, Manufacturers, or any others, Contractor should issue a written RFI for response by the Engineer.
- D. Electrical Contractor shall issue seven (7) days written notice prior to any activities that require the presence of the Engineer at the job-site. This applies to all inspections required by specifications, and particularly to those where work will be covered (underground raceways, electrical raceways above ceiling).
- E. Cooperate fully with other contractors so that work under those contracts may be carried out smoothly, without interfering with or delaying work under this Contract.
- F. Issue written notification of the following tasks and allow five (5) days for Engineer to respond and schedule an inspection as required:
 - 1. Upon completion of installing all raceways, labeling all j-boxes and prior to suspended ceiling installation.
 - 2. Upon completion of pulling all wiring, making all terminations, labeling and color-coding wires at the panelboards and prior to installing their covers.
 - 3. When ready to request manufacturer's start-up of each piece of equipment.
 - 4. When ready to conduct complete Unified Communication System demonstration.
 - 5. When ready for Substantial Completion Inspection.
 - 6. When ready for Final Inspection.
- G. Failure to issue written notification may result in work having to be redone to allow for proper inspection. It is this contractor's responsibility to make sure Engineer receives notification.

1.5 UTILITIES

SECTION 260010 - SUMMARY OF ELECTRICAL WORK

1. Coordinate with power, water, telephone, cable and gas utilities to locate all utilities prior to digging in any area.
2. Obtain any approvals required from utilities to relocate utilities.
3. Cost of relocating or bypassing utilities indicated on drawings shall be included in Base Bid.
4. Coordinate with utility for electrical service. Base bid shall include all costs associated with service connection, including permit fees.

1.6 CONTRACTOR USE OF PREMISES

- A. Use of the Site: Limit use of the premises to work in areas indicated. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.
 1. Owner Occupancy: Allow for Owner occupancy and use by the public.
 2. Driveways and Entrances: Keep driveways and entrances serving the premises, clear and available to the Owner, the Owner's employees, and emergency vehicles at all time. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- B. Site Safety: Take every precaution to ensure the site does not present a threat to the safety of occupants and/or workers. Minimal safety requirements include, but are not limited to the following:
 1. Temporary fencing around construction areas.
 2. Yellow caution tape and construction barricades along open trenches during the day. Trenches shall be covered at night and warning lights provided on construction barricades.
 3. Temporary fencing around equipment while site work is in progress.
- C. Work shall take place with minimal disruption to Owner's operations in areas surrounding the job site.

1.7 SUBMITTALS - Special Requirements

- A. All submittals need to comply with submittal requirements as outlined on this Pre-Construction Meeting Agenda & specifications.
- B. Electrical Submittals shall be submitted electronically. Please organize the files as noted below (Native PDF format & searchable format). Files would need to be properly identified (cover letter, stamped, etc.) from the general contractor.
- C. All submittals to be separated by sections and identified by section #s, in native and searchable pdf format. All selections/markings or highlighting made on the submittal shall be specific for project requirements and exactly for what the Contractor is intending to provide on the project. If submittal does not specify as to which model/options will be used by highlighting or marking the submittal, then submittal will be returned as rejected.
- D. Manufacturer's standard dimensioned drawings, performance and product data shall be edited to delete reference to equipment, features, or information which is not applicable to the equipment being supplied for this project. Including Bill or List of Materials.

SECTION 260010 - SUMMARY OF ELECTRICAL WORK

- E. Individual submittals shall not be reviewed until a complete package is received.
- F. Allow two weeks for initial review by Engineer, from the day it is received.
- G. After being released by GC, Subcontractor shall have one week to respond to our submittal/re-submittal review comments.
- H. Allow one week for review of resubmittals by Engineer, from the day it is received.
- I. All submittal review comments shall be forwarded by Engineer to Architect, who will then distribute as per Division 1.
- J. Provide detailed coordination drawings showing how mechanical, electrical & plumbing system components will be installed in coordination with work by others. Engineer's drawing files will be made available to Contractor for producing coordination and as-built drawings upon request.

1. Miscellaneous Electrical – Submittal #1

- a. 260519 Low-Voltage Electrical Power Conductors and Cables
- b. 260526 Grounding and Bonding for Electrical Systems
- c. 260529 Hangers and Supports for Electrical Systems
- d. 260533 Raceways and Boxes for Electrical Systems
- e. 260544 Sleeves and Sleeve Seals for Electrical Raceways and Cabling
- f. 260553 Identification for Electrical Systems

2. Special Systems: Submittal #2

- a. 266760 Unified Communication System

1.8 SCHEDULE OF VALUES -Special Requirements

- A. Electrical Contractor shall submit a Schedule of Values reflecting the total value of Electrical Work in the Contract and broken down into the following items as a minimum, with a line item for Materials/Equipment and another for Labor.

ELECTRICAL

- 1. Unified Communication System
- 2. Allowances.
- 3. Miscellaneous.
- 4. Administrative and project management.

1.9 CODE COMPLIANCE:

The design for this project is based on:

- 1. Occupational Safety and Health Act (OSHA)
- 2. National Electric Code (NEC)
- 3. National Fire Code
- 4. International Building Code
- 5. UL 916
- 6. Local ordinances

SECTION 260010 - SUMMARY OF ELECTRICAL WORK

END OF SECTION 260010

SECTION 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Building wires and cables rated 600 V and less.
 - 2. Connectors, splices, and terminations rated 600 V and less.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For testing agency.
- B. Field quality-control reports.

1.5 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Member Company of NETA or an NRTL.

PART 2 - PRODUCTS

2.1 CONDUCTORS AND CABLES

- A. Manufacturer:
 - 1. Senator Wire & Cable Company.
 - 2. Southwire Company.
 - 3. Encore Wire
- B. Copper Conductors: Comply with NEMA WC 70/ICEA S-95-658.
- C. Conductor Insulation: Comply with NEMA WC 70/ICEA S-95-658 for Type THHN/THWN-2, Type XHHW-2 and Type SO.

SECTION 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

- D. Multiconductor Cable: Comply with UL 1569 and NEMA WC 70/ICEA S-95-658 for metal-clad cable, Type MC with ground wire.

2.2 CONNECTORS AND SPLICES

- A. Manufacturers:
 - 1. AFC Cable Systems, Inc.
 - 2. AMP Incorporated/Tyco International.
 - 3. Hubbell/Anderson.
 - 4. O-Z/Gedney; EGS Electrical Group LLC.
 - 5. 3M Company; Electrical Products Division.
- B. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.

2.3 SYSTEM DESCRIPTION

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with NFPA 70.

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

- A. Branch Circuits: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger, except VFC cable, which shall be extra flexible stranded.

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

- A. Exposed Branch Circuits: Type THHN/THWN-2, single conductors in raceway.
- B. Branch Circuits Concealed in Ceilings, Walls, and Partitions: Type THHN/THWN-2, single conductors in raceway.
- C. Branch Circuits Concealed in Concrete, below Slabs-on-Grade, and underground: Type THHN/THWN-2, single conductors in raceway.

3.3 INSTALLATION OF CONDUCTORS AND CABLES

- A. Conceal cables in finished walls, ceilings, and floors unless otherwise indicated.

SECTION 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

- B. Complete raceway installation between conductor and cable termination points according to Section 260533 "Raceways and Boxes for Electrical Systems" prior to pulling conductors and cables.
- C. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- D. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, which will not damage cables or raceway.
- E. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.
- F. Support cables according to Section 260529 "Hangers and Supports for Electrical Systems."

3.4 CONNECTIONS

- A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.
- B. Make splices, terminations, and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.
 - 1. Use oxide inhibitor in each splice, termination, and tap for aluminum conductors.
- C. Wiring at Outlets: Install conductor at each outlet, with at least 6 inches of slack.

3.5 IDENTIFICATION

- A. Identify and color-code conductors and cables according to Section 260553 "Identification for Electrical Systems."
- B. Identify each spare conductor at each end with identity number and location of other end of conductor, and identify as spare conductor.

3.6 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

SECTION 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

3.7 FIRESTOPPING

- A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly according to Section 078413 "Penetration Firestopping."

3.8 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections:
 - 1. After installing conductors and cables and before electrical circuitry has been energized, test service entrance and feeder conductors for compliance with requirements.
 - 2. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
 - 3. Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each splice in conductors No. 3 AWG and larger. Remove box and equipment covers so splices are accessible to portable scanner. Correct deficiencies determined during the scan.
 - a. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan of each splice 11 months after date of Substantial Completion.
 - b. Instrument: Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.
 - c. Record of Infrared Scanning: Prepare a certified report that identifies splices checked and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.
- B. Test and Inspection Reports: Prepare a written report to record the following:
 - 1. Procedures used.
 - 2. Results that comply with requirements.
 - 3. Results that do not comply with requirements and corrective action taken to achieve compliance with requirements.
- C. Cables will be considered defective if they do not pass tests and inspections.

END OF SECTION 260519

SECTION 260526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes grounding and bonding systems and equipment.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.

1.4 INFORMATIONAL SUBMITTALS

- A. As-Built Data: Plans showing dimensioned as-built locations of grounding features specified in "Field Quality Control" Article.
- B. Field quality-control reports.

1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For grounding to include in emergency, operation, and maintenance manuals.
 - 1. In addition to items specified in Section "Operation and Maintenance Data," include the following:
 - a. Instructions for periodic testing and inspection of grounding features at ground rings and grounding connections for separately derived systems based on and NFPA 70B.

1.6 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with UL 467 for grounding and bonding materials and equipment.

SECTION 260526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 2 - PRODUCTS

2.1 CONDUCTORS

- A. Insulated Conductors: tinned-copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.
- B. Bare Copper Conductors:
 - 1. Solid Conductors: ASTM B 3.
 - 2. Stranded Conductors: ASTM B 8.
 - 3. Tinned Conductors: ASTM B 33.
 - 4. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, 1/4 inch in diameter.
 - 5. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
 - 6. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.
 - 7. Tinned Bonding Jumper: Tinned-copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.

2.2 CONNECTORS

- A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.
- B. Bolted Connectors for Conductors and Pipes: Copper or copper alloy.
- C. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.
- D. Bus-Bar Connectors: Mechanical type, cast silicon bronze, solderless **exothermic**-type wire terminals, and long-barrel, two-bolt connection to ground bus bar.

PART 3 - EXECUTION

3.1 APPLICATIONS

- A. Conductors: Install solid conductor for No. 10 AWG and smaller, and stranded conductors for No. 8 AWG and larger unless otherwise indicated.
- B. Isolated Grounding Conductors: Green-colored insulation with continuous yellow stripe. On feeders with isolated ground, identify grounding conductor where visible to normal inspection, with alternating bands of green and yellow tape, with at least three bands of green and two bands of yellow.
- C. Conductor Terminations and Connections:
 - 1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.

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2. Underground Connections: Welded connectors except at test wells and as otherwise indicated.
3. Connections to Ground Rods at Test Wells: Bolted connectors.
4. Connections to Structural Steel: Welded connectors.

3.2 EQUIPMENT GROUNDING

- A. Install insulated equipment grounding conductors with all feeders and branch circuits.
- B. Install insulated equipment grounding conductors with the following items, in addition to those required by NFPA 70:
 1. Branch circuits.
 2. Receptacle circuits.
 3. Flexible raceway runs.
 4. Metal-clad cable runs.
 5. Busway Supply Circuits: Install insulated equipment grounding conductor from grounding bus in the distribution panel to equipment grounding bar terminal on busway.
- C. Isolated Grounding Receptacle Circuits: Install an insulated equipment grounding conductor connected to the receptacle grounding terminal. Isolate conductor from raceway and from panelboard grounding terminals. Terminate at equipment grounding conductor terminal of the applicable derived system or service unless otherwise indicated.
- D. Isolated Equipment Enclosure Circuits: For designated equipment supplied by a branch circuit or feeder, isolate equipment enclosure from supply circuit raceway with a nonmetallic raceway fitting listed for the purpose. Install fitting where raceway enters enclosure, and install a separate insulated equipment grounding conductor. Isolate conductor from raceway and from panelboard grounding terminals. Terminate at equipment grounding conductor terminal of the applicable derived system or service unless otherwise indicated.

3.3 INSTALLATION

- A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
- B. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.
 1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
 2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install bonding so vibration is not transmitted to rigidly mounted equipment.

3.4 FIELD QUALITY CONTROL

- A. Tests and Inspections:

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1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.
 2. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.
 3. Test completed grounding system at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal, at individual ground rods. Make tests at ground rods before any conductors are connected.
 - a. Measure ground resistance no fewer than two full days after last trace of precipitation and without soil being moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance.
 - b. Perform tests by fall-of-potential method according to IEEE 81.
 4. Prepare dimensioned Drawings locating each, ground rod and ground-rod assembly, and other grounding electrodes. Identify each by letter in alphabetical order, and key to the record of tests and observations. Include the number of rods driven and their depth at each location, and include observations of weather and other phenomena that may affect test results. Describe measures taken to improve test results.
- B. Grounding system will be considered defective if it does not pass tests and inspections.
- C. Prepare test and inspection reports.
- D. Report measured ground resistances that exceed the following values:
1. Power and Lighting Equipment or System with Capacity of 500 kVA and less: 10 ohms.
 2. Power and Lighting Equipment or System with Capacity of 500 to 1000 kVA: 5 ohms.
 3. Power and Lighting Equipment or System with Capacity More Than 1000 kVA: 3 ohms.
 4. Power Distribution Units or Panelboards Serving Electronic Equipment: 3 ohm(s).
 5. Manhole Grounds: 10 ohms.
- E. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Architect promptly and include recommendations to reduce ground resistance.

END OF SECTION 260526

SECTION 260529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Hangers and supports for electrical equipment and systems.
 - 2. Construction requirements for concrete bases.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for the following:
 - a. Hangers.
 - b. Steel slotted support systems.
 - c. Nonmetallic support systems.
 - d. Trapeze hangers.
 - e. Clamps.
 - f. Turnbuckles.
 - g. Sockets.
 - h. Eye nuts.
 - i. Saddles.
 - j. Brackets.
 - 2. Include rated capacities and furnished specialties and accessories.
- B. Shop Drawings: For fabrication and installation details for electrical hangers and support systems.
 - 1. Trapeze hangers. Include product data for components.
 - 2. Steel slotted-channel systems.
 - 3. Nonmetallic slotted-channel systems.
 - 4. Equipment supports.

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1.4 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Reflected ceiling plan(s) and other details, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:
 - 1. Suspended ceiling components.
 - 2. Structural members to which hangers and supports will be attached.
 - 3. Size and location of initial access modules for acoustical tile.
 - 4. Items penetrating finished ceiling, including the following:
 - a. Lighting fixtures.
 - b. Air outlets and inlets.
 - c. Speakers.
 - d. Sprinklers.
 - e. Access panels.
 - f. Projectors.
- B. Welding certificates.

1.5 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel according to the following:
 - 1. AWS D1.1/D1.1M.
 - 2. AWS D1.2/D1.2M.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Surface-Burning Characteristics: Comply with ASTM E 84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
 - 1. Flame Rating: Class 1.
 - 2. Self-extinguishing according to ASTM D 635.

2.2 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

- A. Steel Slotted Support Systems: Comply with MFMA-4 factory-fabricated components for field assembly.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Allied Tube & Conduit.
 - b. Cooper B-Line, Inc.; a division of Cooper Industries.
 - c. ERICO International Corporation.
 - d. GS Metals Corp.

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- e. Thomas & Betts Corporation.
 - f. Unistrut; Tyco International, Ltd.
 - g. Wesanco, Inc.
 - 2. Material: Plain steel.
 - 3. Channel Width: 1-1/4 inches.
 - 4. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.
 - 5. Nonmetallic Coatings: Manufacturer's standard PVC, polyurethane, or polyester coating applied according to MFMA-4.
 - 6. Painted Coatings: Manufacturer's standard painted coating applied according to MFMA-4.
 - 7. Protect finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
 - 8. Channel Dimensions: Selected for applicable load criteria.
- B. Conduit and Cable Support Devices: Steel hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.
- C. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for nonarmored electrical conductors or cables in riser conduits. Plugs shall have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body shall be made of malleable iron.
- D. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M steel plates, shapes, and bars; black and galvanized.
- E. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:
- 1. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete, steel, or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
 - a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1) Hilti Inc.
 - 2) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
 - 3) MKT Fastening, LLC.
 - 4) Simpson Strong-Tie Co., Inc.; Masterset Fastening Systems Unit.
 - 2. Mechanical-Expansion Anchors: Insert-wedge-type, zinc-coated steel, for use in hardened portland cement concrete, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
 - a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1) Cooper B-Line, Inc.; a division of Cooper Industries.
 - 2) Empire Tool and Manufacturing Co., Inc.
 - 3) Hilti Inc.
 - 4) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
 - 5) MKT Fastening, LLC

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3. Concrete Inserts: Steel or malleable-iron, slotted support system units are similar to MSS Type 18 units and comply with MFMA-4 or MSS SP-58.
 - a. Clamps for Attachment to Steel Structural Elements: MSS SP-58 units are suitable for attached structural element.
 - b. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
 - c. Toggle Bolts: All-steel springhead type.
 - d. Hanger Rods: Threaded steel.
 - e. Concrete Inserts: Steel or malleable-iron, slotted support system units similar to MSS Type 18; complying with MFMA-4 or MSS SP-58.
 - f. Clamps for Attachment to Steel Structural Elements: MSS SP-58, type suitable for attached structural element.
 - g. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
 - h. Toggle Bolts: All-steel springhead type.
 - i. Hanger Rods: Threaded steel

2.3 FABRICATED METAL EQUIPMENT SUPPORT ASSEMBLIES

- A. Description: Welded or bolted structural-steel shapes, shop or field fabricated to fit dimensions of supported equipment.
- B. Materials: Comply with requirements in Section 055000 "Metal Fabrications" for steel shapes and plates.

PART 3 - EXECUTION

3.1 APPLICATION

- A. Comply with NECA 1 and NECA 101 for application of hangers and supports for electrical equipment and systems unless requirements in this Section are stricter.
- B. Comply with requirements for raceways and boxes specified in Section 260533 "Raceways and Boxes for Electrical Systems."
- C. Maximum Support Spacing and Minimum Hanger Rod Size for Raceway: Space supports for EMTs and RMCs as scheduled in NECA 1, where its Table 1 lists maximum spacings that are less than those stated in] NFPA 70. Minimum rod size shall be 1/4 inch in diameter.
- D. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted support system, sized so capacity can be increased by at least 25 percent in future without exceeding specified design load limits.
 1. Secure raceways and cables to these supports with two-bolt conduit clamps.
- E. Spring-steel clamps designed for supporting single conduits without bolts may be used for 1-1/2-inch and smaller raceways serving branch circuits and communication systems above suspended ceilings and for fastening raceways to trapeze supports.

SECTION 260529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

3.2 SUPPORT INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this article.
- B. Raceway Support Methods: In addition to methods described in NECA 1, EMTs, and RMCs may be supported by openings through structure members, according to NFPA 70.
- C. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb.
- D. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:
 - 1. To Wood: Fasten with lag screws or through bolts.
 - 2. To New Concrete: Bolt to concrete inserts.
 - 3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
 - 4. To Existing Concrete: Expansion anchor fasteners.
 - 5. Instead of expansion anchors, powder-actuated driven threaded studs provided with lock washers and nuts may be used in existing standard-weight concrete 4 inches thick or greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than 4 inches thick.
 - 6. To Steel: Spring-tension clamps.
 - 7. To Light Steel: Sheet metal screws.
 - 8. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate.
- E. Drill holes for expansion anchors in concrete at locations and to depths that avoid the need for reinforcing bars.

3.3 INSTALLATION OF FABRICATED METAL SUPPORTS

- A. Comply with installation requirements in Architectural Section "Metal Fabrications" for site-fabricated metal supports.
- B. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.
- C. Field Welding: Comply with AWS D1.1/D1.1M.

SECTION 260529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

3.4 PAINTING

- A. Touchup: Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.
 - 1. Apply paint by brush or spray to provide minimum dry film thickness of 2.0 mils.
- B. Touchup: Comply with requirements in Sections "Exterior Painting", "Interior Painting" and "High-Performance Coatings" for cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint on miscellaneous metal.
- C. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

END OF SECTION 260529

SECTION 260533 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Metal conduits, tubing, and fittings.
 - 2. Nonmetal conduits, tubing, and fittings.
 - 3. Metal wireways and auxiliary gutters.
 - 4. Surface raceways.
 - 5. Boxes, enclosures, and cabinets.

1.3 DEFINITIONS

- A. GRC: Galvanized rigid steel conduit.
- B. EMT: Electrical metallic tubing.
- C. FMC: Flexible metal conduit.
- D. LFMC: Liquidtight flexible metal conduit.

1.4 ACTION SUBMITTALS

- A. Product Data: For raceways, wireways and fittings, hinged-cover enclosures, and cabinets.
- B. Shop Drawings: For custom enclosures and cabinets. Include plans, elevations, sections, and attachment details.

1.5 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Conduit routing plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of items involved:
 - 1. Structural members in paths of conduit groups with common supports.
 - 2. HVAC and plumbing items and architectural features in paths of conduit groups with common supports.
- B. Source quality-control reports.

SECTION 260533 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

PART 2 - PRODUCTS

2.1 METAL CONDUITS, TUBING, AND FITTINGS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. AFC Cable Systems, Inc.
 - 2. Alflex Inc.
 - 3. Allied Tube & Conduit; a Tyco International Ltd. Co.
 - 4. Anamet Electrical, Inc.; Anaconda Metal Hose.
 - 5. Electri-Flex Co.
 - 6. Manhattan/CDT/Cole-Flex.
 - 7. Maverick Tube Corporation.
 - 8. O-Z Gedney; a unit of General Signal.
 - 9. Wheatland Tube Company.
 - 10. Hylsa
- B. Listing and Labeling: Metal conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. GRC: Comply with ANSI C80.1 and UL 6.
- D. EMT: Comply with ANSI C80.3 and UL 797.
- E. FMC: Comply with UL 1; zinc-coated steel.
- F. LFMC: Flexible steel conduit with PVC jacket and complying with UL 360.
- G. Fittings for Metal Conduit: Comply with NEMA FB 1 and UL 514B.
 - 1. Conduit Fittings for Hazardous (Classified) Locations: Comply with UL 886 and NFPA 70.
 - 2. Fittings for EMT:
 - a. Material: Steel (Zinc is not acceptable).
 - b. Type: set-screw.
 - 3. Expansion Fittings: PVC or steel to match conduit type, complying with UL 651, rated for environmental conditions where installed, and including flexible external bonding jumper.
- H. Joint Compound for GRC: Approved, as defined in NFPA 70, by authorities having jurisdiction for use in conduit assemblies, and compounded for use to lubricate and protect threaded conduit joints from corrosion and to enhance their conductivity.

SECTION 260533 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

2.2 NONMETALLIC CONDUITS, TUBING, AND FITTINGS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. AFC Cable Systems, Inc.
 - 2. Anamet Electrical, Inc.; Anaconda Metal Hose.
 - 3. Arnco Corporation.
 - 4. CANTEX Inc.
 - 5. CertainTeed Corp.; Pipe & Plastics Group.
 - 6. Condux International, Inc.
 - 7. ElecSYS, Inc.
 - 8. Electri-Flex Co.
 - 9. Lamson & Sessions; Carlon Electrical Products.
 - 10. Manhattan/CDT/Cole-Flex.
 - 11. RACO; a Hubbell Company.
 - 12. Thomas & Betts Corporation.
- B. Listing and Labeling: Nonmetallic conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. RNC: Type EPC-40-PVC complying with NEMA TC 2 and UL 651 unless otherwise indicated.
- D. Fittings for and RNC: Comply with NEMA TC 3; match to conduit or tubing type and material.

2.3 METAL WIREWAYS AND AUXILIARY GUTTERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Cooper B-Line, Inc.
 - 2. Hoffman.
 - 3. Square D; Schneider Electric.
- B. Description: Sheet metal, complying with UL 870 and NEMA 250, Type 1 or Type 3R unless otherwise indicated, and sized according to NFPA 70.
 - 1. Metal wireways installed outdoors shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. Fittings and Accessories: Include covers, couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.
- D. Wireway Covers: Hinged type unless otherwise indicated.
- E. Finish: Manufacturer's standard enamel finish.

SECTION 260533 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

2.4 SURFACE RACEWAYS

- A. Listing and Labeling: Surface raceways and tele-power poles shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Surface Metal Raceways: Galvanized steel with snap-on covers complying with UL 5. Manufacturer's standard enamel finish in color selected by Architect.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Hubbell Wiring Device-Kellems
 - b. Thomas & Betts Corporation.
 - c. Walker Systems, Inc.; Wiremold Company (The).
 - d. Wiremold Company (The); Electrical Sales Division.
 - e. Panduit.

2.5 BOXES, ENCLOSURES, AND CABINETS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Cooper Crouse-Hinds; Div. of Cooper Industries, Inc.
 - 2. EGS/Appleton Electric.
 - 3. Erickson Electrical Equipment Company.
 - 4. Hoffman.
 - 5. Hubbell Incorporated; Killark Electric Manufacturing Co. Division.
 - 6. O-Z/Gedney; a unit of General Signal.
 - 7. RACO; a Hubbell Company.
 - 8. Robroy Industries, Inc.; Enclosure Division.
 - 9. Spring City Electrical Manufacturing Company.
 - 10. Thomas & Betts Corporation.
 - 11. Walker Systems, Inc.; Wiremold Company (The).
- B. General Requirements for Boxes, Enclosures, and Cabinets: Boxes, enclosures, and cabinets installed in wet locations shall be listed for use in wet locations.
- C. Sheet Metal Outlet and Device Boxes: Comply with NEMA OS 1 and UL 514A.
- D. Cast-Metal Outlet and Device Boxes: Comply with NEMA FB 1, aluminum, Type FD, with gasketed cover.
- E. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.
- F. Cast-Metal Access, Pull, and Junction Boxes: Comply with NEMA FB 1 and UL 1773, cast aluminum with gasketed cover.
- G. Box extensions used to accommodate new building finishes shall be of same material as recessed box.

SECTION 260533 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

- H. Device Box Dimensions: 4 inches by 2-1/8 inches by 2-1/8 inches deep.
- I. Gangable boxes are allowed as long as is permitted by the NEC.
- J. Hinged-Cover Enclosures: Comply with UL 50 and NEMA 250, Type 1 for indoor applications and Type 4XSS outdoor with continuous-hinge cover with flush latch unless otherwise indicated.
 - 1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.
 - 2. Nonmetallic Enclosures: Fiberglass.
 - 3. Interior Panels: Steel; all sides finished with manufacturer's standard enamel.
- K. Cabinets:
 - 1. NEMA 250, Type 1, Type 4XSS box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel.
 - 2. Hinged door in front cover with flush latch and concealed hinge.
 - 3. Key latch to match panelboards.
 - 4. Metal barriers to separate wiring of different systems and voltage.
 - 5. Accessory feet where required for freestanding equipment.
 - 6. Nonmetallic cabinets shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

2.6 SOURCE QUALITY CONTROL FOR UNDERGROUND ENCLOSURES

- A. Handhole and Pull-Box Prototype Test: Test prototypes of handholes and boxes for compliance with SCTE 77. Strength tests shall be for specified tier ratings of products supplied.
 - 1. Tests of materials shall be performed by an independent testing agency.
 - 2. Strength tests of complete boxes and covers shall be by either an independent testing agency or manufacturer. A qualified registered professional engineer shall certify tests by manufacturer.
 - 3. Testing machine pressure gages shall have current calibration certification complying with ISO 9000 and ISO 10012 and traceable to NIST standards.

PART 3 - EXECUTION

3.1 RACEWAY APPLICATION

- A. Outdoors: Apply raceway products as specified below unless otherwise indicated:
 - 1. Exposed Conduit: GRC.
 - 2. Concealed Conduit, Aboveground: GRC.
 - 3. Underground Conduit: RNC, Type EPC-40-PVC.
 - 4. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC.
 - 5. Boxes and Enclosures, Aboveground: NEMA 250, Type 4XSS.

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- B. Indoors: Apply raceway products as specified below unless otherwise indicated:
 - 1. Exposed, Not Subject to Physical Damage: EMT.
 - 2. Concealed in Ceilings and Interior Walls and Partitions: EMT
 - 3. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC, except use LFMC in damp or wet locations.
 - 4. Damp or Wet Locations: GRC.
 - 5. Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 4 stainless steel in institutional and commercial kitchens and damp or wet locations.
- C. Minimum Raceway Size: 1/2-inch trade size.
- D. Raceway Fittings: Compatible with raceways and suitable for use and location.
 - 1. Rigid Steel Conduit: Use threaded rigid steel conduit fittings unless otherwise indicated. Comply with NEMA FB 2.10.
 - 2. Rigid Steel Conduits: Use only fittings listed for use with this type of conduit. Patch and seal all joints, nicks, and scrapes in PVC coating after installing conduits and fittings. Use sealant recommended by fitting manufacturer and apply in thickness and number of coats recommended by manufacturer.
 - 3. EMT: Use setscrew steel fittings. Comply with NEMA FB 2.10.
 - 4. Flexible Conduit: Use only fittings listed for use with flexible conduit. Comply with NEMA FB 2.20.
- E. Install nonferrous conduit or tubing for circuits operating above 60 Hz. Where aluminum raceways are installed for such circuits and pass through concrete, install in nonmetallic sleeve.
- F. Do not install aluminum conduits, boxes, or fittings in contact with concrete or earth.
- G. Install surface raceways only where indicated on Drawings.
- H. Do not install nonmetallic conduit where ambient temperature exceeds 120 deg F.

3.2 INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except where requirements on Drawings or in this article are stricter. Comply with NECA 102 for aluminum conduits. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.
- B. Keep raceways at least 6 inches away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.
- C. Complete raceway installation before starting conductor installation.
- D. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for hangers and supports.
- E. Arrange stub-ups so curved portions of bends are not visible above finished slab.

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- F. Install no more than the equivalent of three 90-degree bends in any conduit run except for control wiring conduits, for which fewer bends are allowed. Support within 12 inches of changes in direction.
- G. Conceal conduit and EMT within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.
- H. Support conduit within 12 inches of enclosures to which attached.
- I. Stub-ups to Above Recessed Ceilings:
 - 1. Use EMT for raceways.
 - 2. Use a conduit bushing or insulated fitting to terminate stub-ups not terminated in hubs or in an enclosure.
- J. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.
- K. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors including conductors smaller than No. 4 AWG.
- L. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to 1-1/4-inch trade size and insulated throat metal bushings on 1-1/2-inch trade size and larger conduits terminated with locknuts. Install insulated throat metal grounding bushings on service conduits.
- M. Install raceways square to the enclosure and terminate at enclosures with locknuts. Install locknuts hand tight plus 1/4 turn more.
- N. Do not rely on locknuts to penetrate nonconductive coatings on enclosures. Remove coatings in the locknut area prior to assembling conduit to enclosure to assure a continuous ground path.
- O. Cut conduit perpendicular to the length. For conduits 2-inch trade size and larger, use roll cutter or a guide to make cut straight and perpendicular to the length.
- P. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb tensile strength. Leave at least 12 inches of slack at each end of pull wire. Cap underground raceways designated as spare above grade alongside raceways in use.
- Q. Surface Raceways:
 - 1. Install surface raceway with a minimum 2-inch radius control at bend points.
 - 2. Secure surface raceway with screws or other anchor-type devices at intervals not exceeding 48 inches and with no less than two supports per straight raceway section. Support surface raceway according to manufacturer's written instructions. Tape and glue are not acceptable support methods.
- R. Install raceway sealing fittings at accessible locations according to NFPA 70 and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a

SECTION 260533 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings according to NFPA 70.

- S. Install devices to seal raceway interiors at accessible locations. Locate seals so no fittings or boxes are between the seal and the following changes of environments. Seal the interior of all raceways at the following points:
 - 1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
 - 2. Where an underground service raceway enters a building or structure.
 - 3. Where otherwise required by NFPA 70.
- T. Comply with manufacturer's written instructions for solvent welding RNC and fittings.
- U. Expansion-Joint Fittings:
 - 1. Install in each run of aboveground RNC that is located where environmental temperature change may exceed 30 deg F and that has straight-run length that exceeds 25 feet. Install in each run of aboveground RMC conduit that is located where environmental temperature change may exceed 100 deg F and that has straight-run length that exceeds 100 feet.
 - 2. Install type and quantity of fittings that accommodate temperature change listed for each of the following locations:
 - a. Outdoor Locations Not Exposed to Direct Sunlight: 125 deg F temperature change.
 - b. Outdoor Locations Exposed to Direct Sunlight: 155 deg F temperature change.
 - c. Indoor Spaces Connected with Outdoors without Physical Separation: 125 deg F temperature change.
 - d. Attics: 135 deg F.
 - 3. Install fitting(s) that provide expansion and contraction for at least 0.00041 inch per foot of length of straight run per deg F of temperature change for PVC conduits. Install fitting(s) that provide expansion and contraction for at least 0.000078 inch per foot of length of straight run per deg F of temperature change for metal conduits.
 - 4. Install expansion fittings at all locations where conduits cross building or structure expansion joints.
 - 5. Install each expansion-joint fitting with position, mounting, and piston setting selected according to manufacturer's written instructions for conditions at specific location at time of installation. Install conduit supports to allow for expansion movement.
- V. Flexible Conduit Connections: Comply with NEMA RV 3. Use a maximum of 72 inches of flexible conduit for recessed and semirecessed luminaires, equipment subject to vibration, noise transmission, or movement; and for transformers and motors.
 - 1. Use LFMC in damp or wet locations subject to severe physical damage.
 - 2. Use LFMC in damp or wet locations not subject to severe physical damage.
- W. Mount boxes at heights indicated on Drawings. If mounting heights of boxes are not individually indicated, give priority to ADA requirements. Install boxes with height measured to center of box unless otherwise indicated.

SECTION 260533 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

- X. Horizontally separate boxes mounted on opposite sides of walls so they are not in the same vertical channel.
- Y. Locate boxes so that cover or plate will not span different building finishes.
- Z. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for the purpose.
- AA. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.

3.3 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

3.4 FIRESTOPPING

- A. Install firestopping at penetrations of fire-rated floor and wall assemblies. Comply with requirements in Section 078413 "Penetration Firestopping."

3.5 PROTECTION

- A. Protect coatings, finishes, and cabinets from damage and deterioration.
 - 1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
 - 2. Repair damage to PVC coatings or paint finishes with matching touchup coating recommended by manufacturer.

END OF SECTION 260533

SECTION 260544 - SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS AND CABLING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:

- 1. Sleeves for raceway and cable penetration of non-fire-rated construction walls and floors.
 - 2. Grout.
 - 3. Silicone sealants.

- B. Related Requirements:

- 1. Section 078413 "Penetration Firestopping" for penetration firestopping installed in fire-resistance-rated walls, horizontal assemblies, and smoke barriers, with and without penetrating items.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.

PART 2 - PRODUCTS

2.1 SLEEVES

- A. Wall Sleeves:

- 1. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, zinc coated, plain ends.
 - 2. Cast-Iron Pipe Sleeves: Cast or fabricated "wall pipe," equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop unless otherwise indicated.

- B. Sleeves for Conduits Penetrating Non-Fire-Rated Gypsum Board Assemblies: Galvanized-steel sheet; 0.0239-inch minimum thickness; round tube closed with welded longitudinal joint, with tabs for screw-fastening the sleeve to the board.

- C. Sleeves for Rectangular Openings:

- 1. Material: Galvanized sheet steel.
 - 2. Minimum Metal Thickness:

SECTION 260544 - SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS AND CABLING

- a. For sleeve cross-section rectangle perimeter less than 50 inches and with no side larger than 16 inches, thickness shall be 0.052 inch.
- b. For sleeve cross-section rectangle perimeter 50 inches or more and one or more sides larger than 16 inches, thickness shall be 0.138 inch.

2.2 GROUT

- A. Description: Nonshrink; recommended for interior and exterior sealing openings in non-fire-rated walls or floors.
- B. Standard: ASTM C 1107/C 1107M, Grade B, post-hardening and volume-adjusting, dry, hydraulic-cement grout.
- C. Design Mix: 5000-psi, 28-day compressive strength.
- D. Packaging: Premixed and factory packaged.

2.3 SILICONE SEALANTS

- A. Silicone Sealants: Single-component, silicone-based, neutral-curing elastomeric sealants of grade indicated below.
 1. Grade: Pourable (self-leveling) formulation for openings in floors and other horizontal surfaces that are not fire rated.
 2. Sealant shall have VOC content of 150 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
 3. Sealant shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."
- B. Silicone Foams: Multicomponent, silicone-based liquid elastomers that, when mixed, expand and cure in place to produce a flexible, nonshrinking foam.

PART 3 - EXECUTION

3.1 SLEEVE INSTALLATION FOR NON-FIRE-RATED ELECTRICAL PENETRATIONS

- A. Comply with NECA 1.
- B. Comply with NEMA VE 2 for cable tray and cable penetrations.
- C. Sleeves for Conduits Penetrating Above-Grade Non-Fire-Rated Concrete and Masonry-Unit Floors and Walls:
 1. Interior Penetrations of Non-Fire-Rated Walls and Floors:

SECTION 260544 - SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS AND CABLING

- a. Seal annular space between sleeve and raceway or cable, using joint sealant appropriate for size, depth, and location of joint. Comply with requirements in Section 079200 "Joint Sealants."
 - b. Seal space outside of sleeves with mortar or grout. Pack sealing material solidly between sleeve and wall so no voids remain. Tool exposed surfaces smooth; protect material while curing.
 2. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.
 3. Size pipe sleeves to provide 1/4-inch annular clear space between sleeve and raceway or cable unless sleeve seal is to be installed.
 4. Install sleeves for wall penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of walls. Cut sleeves to length for mounting flush with both surfaces of walls. Deburr after cutting.
 5. Install sleeves for floor penetrations. Extend sleeves installed in floors 2 inches above finished floor level. Install sleeves during erection of floors.
- D. Sleeves for Conduits Penetrating Non-Fire-Rated Gypsum Board Assemblies:
1. Use circular metal sleeves unless penetration arrangement requires rectangular sleeved opening.
 2. Seal space outside of sleeves with approved joint compound for gypsum board assemblies.
- E. Aboveground, Exterior-Wall Penetrations: Seal penetrations using steel pipe sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch annular clear space between pipe and sleeve for installing mechanical sleeve seals.

END OF SECTION 260544

SECTION 260553 - IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Identification for raceways.
2. Identification of power and control cables.
3. Identification for conductors.
4. Underground-line warning tape.
5. Warning labels and signs.
6. Instruction signs.
7. Equipment identification labels.
8. Miscellaneous identification products.

1.2 ACTION SUBMITTALS

- A. Product Data: For each electrical identification product indicated.

1.3 QUALITY ASSURANCE

- A. Comply with ANSI A13.1.
- B. Comply with NFPA 70.
- C. Comply with 29 CFR 1910.144 and 29 CFR 1910.145.
- D. Comply with ANSI Z535.4 for safety signs and labels.
- E. Adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers, shall comply with UL 969.

PART 2 - PRODUCTS

2.1 POWER AND CONTROL RACEWAY IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway size.
- B. Colors for Raceways Carrying Circuits at 600 V or Less:
1. Black letters on an orange field.
 2. Legend: Indicate voltage and system or service type.

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- C. Vinyl Labels for Raceways Carrying Circuits at 600 V or Less: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound clear adhesive tape for securing ends of legend label.

2.2 ARMORED AND METAL-CLAD CABLE IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each cable size.
- B. Colors for Cables Carrying Circuits at 600 V and Less:
 - 1. Black letters on an orange field.
 - 2. Legend: Indicate voltage and system or service type.
- C. Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound clear adhesive tape for securing ends of legend label.
- D. Self-Adhesive Vinyl Tape: Colored, heavy duty, waterproof, fade resistant; 2 inches wide; compounded for outdoor use.
- E. Heat-Shrink Preprinted Tubes: Flame-retardant polyolefin tube with machine-printed identification label. Sized to suit diameter of and shrinks to fit firmly around cable it identifies. Full shrink recovery at a maximum of 200 deg F. Comply with UL 224.

2.3 POWER AND CONTROL CABLE IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway and cable size.
- B. Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound clear adhesive tape for securing ends of legend label.
- C. Self-Adhesive, Self-Laminating Polyester Labels: Preprinted, 3-mil thick flexible label with acrylic pressure-sensitive adhesive that provides a clear, weather- and chemical- resistant, self-laminating, protective shield over the legend. Labels sized to fit the cable diameter such that the clear shield overlaps the entire printed legend.
- D. Heat-Shrink Preprinted Tubes: Flame-retardant polyolefin tube with machine-printed identification label. Sized to suit diameter of and shrinks to fit firmly around cable it identifies. Full shrink recovery at a maximum of 200 deg F. Comply with UL 224.
- E. Snap-Around Labels: Slit, pretensioned, flexible, preprinted, color-coded acrylic sleeve, with diameter sized to suit diameter of cable it identifies and to stay in place by gripping action.
- F. Snap-Around, Color-Coding Bands: Slit, pretensioned, flexible, solid-colored acrylic sleeve, 2 inches long, with diameter sized to suit diameter of cable it identifies and to stay in place by gripping action.

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2.4 CONDUCTOR IDENTIFICATION MATERIALS

- A. Color-Coding Conductor Tape: Colored, self-adhesive vinyl tape not less than 3 mils thick by 1 to 2 inches wide.
- B. Self-Adhesive, Self-Laminating Polyester Labels: Preprinted, 3-mil- thick flexible label with acrylic pressure-sensitive adhesive that provides a clear, weather- and chemical- resistant, self-laminating, protective shield over the legend. Labels sized to fit the conductor diameter such that the clear shield overlaps the entire printed legend.
- C. Heat-Shrink Preprinted Tubes: Flame-retardant polyolefin tube with machine-printed identification label. Sized to suit diameter of and shrinks to fit firmly around conductor it identifies. Full shrink recovery at a maximum of 200 deg F. Comply with UL 224.
- D. Marker Tapes: Vinyl or vinyl-cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.

2.5 WARNING LABELS AND SIGNS

- A. Comply with NFPA 70 and 29 CFR 1910.145.
- B. Self-Adhesive Warning Labels: Factory-printed, multicolor, pressure-sensitive adhesive labels, configured for display on front cover, door, or other access to equipment unless otherwise indicated.
- C. Baked-Enamel Warning Signs:
 - 1. Preprinted aluminum signs, punched or drilled for fasteners, with colors, legend, and size required for application.
 - 2. 1/4-inch grommets in corners for mounting.
 - 3. Nominal size, 7 by 10 inches.
- D. Metal-Backed, Butyrate Warning Signs:
 - 1. Weather-resistant, nonfading, preprinted, cellulose-acetate butyrate signs with 0.0396-inch galvanized-steel backing; and with colors, legend, and size required for application.
 - 2. 1/4-inch grommets in corners for mounting.
 - 3. Nominal size, 10 by 14 inches.
- E. Warning label and sign shall include, but are not limited to, the following legends:
 - 1. Multiple Power Source Warning: "DANGER - ELECTRICAL SHOCK HAZARD - EQUIPMENT HAS MULTIPLE POWER SOURCES."
 - 2. Workspace Clearance Warning: "WARNING - OSHA REGULATION - AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 36 INCHES."

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2.6 INSTRUCTION SIGNS

- A. Engraved, laminated acrylic or melamine plastic, minimum 1/16 inch thick for signs up to 20 sq. inches and 1/8 inch thick for larger sizes.
 - 1. Engraved legend with black letters on white face.
 - 2. Punched or drilled for mechanical fasteners.
 - 3. Framed with mitered acrylic molding and arranged for attachment at applicable equipment.
- B. Adhesive Film Label: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch.
- C. Adhesive Film Label with Clear Protective Overlay: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch. Overlay shall provide a weatherproof and UV-resistant seal for label.

2.7 EQUIPMENT IDENTIFICATION LABELS

- A. Adhesive Film Label with Clear Protective Overlay: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch. Overlay shall provide a weatherproof and UV-resistant seal for label.
- B. Self-Adhesive, Engraved, Laminated Acrylic or Melamine Label: Adhesive backed, with white letters on a dark-gray background. Minimum letter height shall be 3/8 inch.
- C. Stenciled Legend: In nonfading, waterproof, black ink or paint. Minimum letter height shall be 1 inch.

2.8 MISCELLANEOUS IDENTIFICATION PRODUCTS

- A. Paint: Comply with requirements in painting Sections for paint materials and application requirements. Select paint system applicable for surface material and location (exterior or interior).
- B. Fasteners for Labels and Signs: Self-tapping, stainless-steel screws or stainless-steel machine screws with nuts and flat and lock washers.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Location: Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment.
- B. Apply identification devices to surfaces that require finish after completing finish work.

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- C. Self-Adhesive Identification Products: Clean surfaces before application, using materials and methods recommended by manufacturer of identification device.
- D. Attach signs and plastic labels that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.
- E. Attach plastic raceway and cable labels that are not self-adhesive type with clear vinyl tape with adhesive appropriate to the location and substrate.
- F. System Identification Color-Coding Bands for Raceways and Cables: Each color-coding band shall completely encircle cable or conduit. Place adjacent bands of two-color markings in contact, side by side. Locate bands at changes in direction, at penetrations of walls and floors, at 50-foot maximum intervals in straight runs, and at 25-foot maximum intervals in congested areas.
- G. Painted Identification: Comply with requirements in painting Sections for surface preparation and paint application.

3.2 IDENTIFICATION SCHEDULE

- A. Accessible Raceways and Metal-Clad Cables, 600 V or Less, for Service, Feeder, and Branch Circuits More Than 30 A, and 120 V to ground: Install labels at 30-foot maximum intervals.
- B. Accessible Raceways and Cables within Buildings: Identify the covers of each junction and pull box of the following systems with self-adhesive vinyl labels with the wiring system legend and system voltage. System legends shall be as follows:
 - 1. Power.
 - 2. UPS.
 - 3. Unified Communications System.
 - 4. Telecommunication System.
 - 5. Control Wiring.
- C. Power-Circuit Conductor Identification: For secondary conductors No. 1/0 AWG and larger in vaults, pull and junction boxes, manholes, and handholes use color-coding conductor tape. Identify source and circuit number of each set of conductors. For single conductor cables, identify phase in addition to the above.
- D. Power-Circuit Conductor Identification, 600 V or Less: For conductors in vaults, pull and junction boxes, manholes, and handholes, use color-coding conductor tape to identify the phase.
 - 1. Color-Coding for Phase and Voltage Level Identification, 600 V or Less: Use colors listed below for ungrounded service feeder and branch-circuit conductors.
 - a. Color shall be factory applied or field applied for sizes larger than No. 8 AWG, if authorities having jurisdiction permit.
 - b. Colors for 208/120-V Circuits:

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- 1) Phase A: Black.
 - 2) Phase B: Red.
 - 3) Phase C: Blue.
- c. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches from terminal points and in boxes where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding. Locate bands to avoid obscuring factory cable markings.
- E. Install instructional sign including the color-code for grounded and ungrounded conductors using adhesive-film-type labels.
- F. Control-Circuit Conductor Identification: For conductors and cables in pull and junction boxes, manholes, and handholes, use write-on tags with the conductor or cable designation, origin, and destination.
- G. Control-Circuit Conductor Termination Identification: For identification at terminations provide heat-shrink preprinted tubes with the conductor designation.
- H. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, and signal connections.
1. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, and pull points. Identify by system and circuit designation.
 2. Use system of marker tape designations that is uniform and consistent with system used by manufacturer for factory-installed connections.
 3. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual.
- I. Workspace Indication: Install floor marking tape to show working clearances in the direction of access to live parts. Workspace shall be as required by NFPA 70 and 29 CFR 1926.403 unless otherwise indicated. Do not install at flush-mounted panelboards and similar equipment in finished spaces.
- J. Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power and Lighting: Self-adhesive warning labels.
1. Comply with 29 CFR 1910.145.
 2. Identify system voltage with black letters on an orange background.
 3. Apply to exterior of door, cover, or other access.
 4. For equipment with multiple power or control sources, apply to door or cover of equipment including, but not limited to, the following:
 - a. Power transfer switches.
 - b. Controls with external control power connections.
- K. Operating Instruction Signs: Install instruction signs to facilitate proper operation and maintenance of electrical systems and items to which they connect. Install instruction signs with approved legend where instructions are needed for system or equipment operation.

SECTION 260553 - IDENTIFICATION FOR ELECTRICAL SYSTEMS

- L. Emergency Operating Instruction Signs: Install instruction signs with white legend on a red background with minimum 3/8-inch- high letters for emergency instructions at equipment used for power transfer and load shedding.
- M. Equipment Identification Labels: On each unit of equipment, install unique designation label that is consistent with wiring diagrams, schedules, and the Operation and Maintenance Manual. Apply labels to disconnect switches and protection equipment, central or master units, control panels, control stations, terminal cabinets, and racks of each system. Systems include power, lighting, control, communication, signal, monitoring, and alarm systems unless equipment is provided with its own identification.

- 1. Labeling Instructions:

- a. Indoor Equipment: Unless otherwise indicated, provide a single line of text with 1/2-inch- high letters on 1-1/2-inch- high label; where two lines of text are required, use labels 2 inches high.
- b. Outdoor Equipment: Engraved, laminated acrylic or melamine label Stenciled legend 4 inches high.
- c. Elevated Components: Increase sizes of labels and letters to those appropriate for viewing from the floor.
- d. Unless provided with self-adhesive means of attachment, fasten labels with appropriate mechanical fasteners that do not change the NEMA or NRTL rating of the enclosure.

- 2. Equipment to Be Labeled:

- a. Panelboards, electrical cabinets, and enclosures.
- b. Access doors and panels for concealed electrical items.
- c. Voice and data cable terminal equipment.
- d. Master clock and program equipment.
- e. Intercommunication and call system master and staff stations.
- f. Uninterruptible power supply equipment.
- g. Terminals, racks, and patch panels for voice and data communication and for signal and control functions.

3.3 INSTALLATION

Verify identity of each item before installing identification products.

END OF SECTION 260553

SECTION 266760 – UNIFIED COMMUNICATIONS SYSTEM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This system shall consist of 3 administration location, head end audio system, head end video distribution system, common area devices and classroom audio/video/control systems. Each of these system components is described below. The audio rack shall contain the master control system in which the Unified Communications System software is to be installed. This rack location shall be dedicated to managing campus clocks, bells, PA/Intercom, remote microphones, telephone interfaces, background music sources, audio extractor for video sources, and common zone audio. In addition, the system shall control a secondary video rack and all classroom/flat panel equipment. The secondary rack shall contain a sub-system control unit, which shall control all video source devices to be shared over the network to the entire campus as multicast video streams. All existing speakers, displays and projectors are to be removed and inventoried as noted in plans. All existing wiring from speakers and IP devices is to be replaced as noted on plans.

1.3 DEFINITIONS

- A. Channels: Separate parallel signal paths, from sources to loudspeakers, loudspeaker zones or video displays with separate amplification and switching that permit selection between paths for alternative program signals.
- B. VU: Volume unit.
- C. Zone: Separate group of loudspeakers or Displays and associated supply wiring that may be arranged for selective switching between different channels.

1.4 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Design supports and seismic restraints for equipment cabinets and racks, and components, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: For supports and seismic restraints for equipment cabinets and racks, and components. Include plans, elevations, sections, details, and attachments to other work.

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1. Detail equipment assemblies and indicate dimensions, weights, required clearances, method of field assembly, components, and location and size of each field connection.
2. Console layouts.
3. Control panels.
4. Rack arrangements.
5. Calculations: For sizing backup battery.
6. Wiring Diagrams: For power, signal, and control wiring.
 - a. Identify terminals to facilitate installation, operation, and maintenance.
 - b. Single-line diagram showing interconnection of components.
 - c. Cabling diagram showing cable routing.

1.6 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Reflected ceiling plans, drawn to scale, on which ceiling-mounted items including lighting fixtures, diffusers, grilles, speakers, sprinklers, access panels, and special moldings are shown and coordinated with each other, using input from installers of the items involved.
- B. Qualification Data: For qualified Installer.
- C. Field quality-control reports.

1.7 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For public address and mass notification systems to include in emergency, operation, and maintenance manuals.

1.8 QUALITY ASSURANCE

- A. **Installer Qualifications:**
 1. Installer shall provide proof of their qualifications as Factory Authorized and Factory Trained for the product(s) specified herein. These documents shall be included in the submittal package. A letter from the manufacturer stating that the Contractor is a Factory Authorized Distributor for the submitted equipment shall be included in the submittal package.
 2. The installing Subcontractor (Company) shall have completed a minimum of three projects of similar size and scope within the past five years. Provide a list of completed projects to include names and phone numbers of the Owner's representative and the General Contractor for the project.
 3. **Contractor Personnel Requirements:**
 - a. Two full time employees with Telecor eSeries, AVIXA CTS and Extron Control Professional certification.
 - b. A minimum of two technicians with Factory Training for the submitted product(s). Copies of License and Factory Training shall be included in the submittals.
 - c. The installation shall be performed by licensed full time employees of the Factory Authorized Distributor.

SECTION 266760 – UNIFIED COMMUNICATIONS SYSTEM

4. The installing Subcontractor (Company) shall have an office within a 75 mile radius of the jobs site.
- B. Source Limitations: Obtain public address and mass notification systems from single source.
- C. 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.
- D. Comply with NFPA 70.

1.9 COORDINATION

- A. Coordinate layout and installation of system components and suspension system with other construction that penetrates ceilings or is supported by them, including light fixtures, HVAC equipment, fire-suppression system, and partition assemblies.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 1. Telecor (No Substitution)
 2. Extron (No Substitution)
 3. BrightSign
 4. Shure
 5. Epson
 6. Dalite

2.2 FUNCTIONAL DESCRIPTION OF SYSTEM

- A. Supervised Interactive Graphical User Interface : Telecor eVC V1.3 Basic
 1. Control Interface
 - a. The Control Interface shall provide a Desktop Application for PC interaction with the Intercom and Paging system, a Command Interface Protocol for external system interaction with third party systems, Group Zone functionality, and a Scripting Engine supporting multiple sequential operations.
 - b. The system shall incorporate a Windows based Desktop application that makes use of a Command Protocol Interface, allowing external systems to interact with the Network Intercom and Paging System. Combined with the Scripting and Group Zones features, the Desktop application shall generate a preprogrammed series of operations from a single action. These features shall be used in conjunction with a graphical user interface and the Microsoft Windows desktop.
 - c. Default Scripts shall be used to generate customized shortcuts according to the needs of a facility. These shortcuts shall then be placed directly on the Windows

SECTION 266760 – UNIFIED COMMUNICATIONS SYSTEM

desktop and shall activate virtually any Intercom and Paging function by clicking on the shortcut icon. These shall include activating:

- 1) Alerts, audio distributions, coded and plain text messages, intercom operations.
 - 2) Pre-Recorded Evacuate, Lockdown, and All Clear audio files.
 - 3) Companion text messages for audio alerts.
 - 4) Coded messages on all secondary digital clocks and displays.
- d. The Desktop Application shall also activate SMS text messages, computer pop-up notifications, and email distributions in conjunction with any script. Desktop icons such as a Panic Button shall send SMS notifications to a crisis team, advance warning to building occupants through pop-ups to heighten the level of awareness.
 - e. Any Desktop location running the Application shall have the ability to create and send an instant message using the Desktop's keyboard and display. The textual message can be sent independently or as a companion message to an audible alert.
 - f. The Desktop Application shall be capable of utilizing Soft Call and Panic buttons. Soft Call buttons shall be created to operate as a call button on the desktop with a normal or emergency call priority. They shall also be combined with other preset or on-the-fly custom text messages. Panic buttons shall allow a user to unobtrusively activate an audio path from the panic button location to another eSeries device at a security location. This shall allow security personnel to listen to an occurring situation and provide the appropriate response.
 - g. The System shall be capable of streaming multiple audio programs over 10 available channels, simultaneously, to speaker locations in the facility. The ability to turn the broadcast on or off to a specific location shall be controlled from the Desktop Application.
 - h. A user from the Desktop Application shall enable or disable Do Not Disturb (DND) mode for a group of devices such as speakers or intercom stations.
 - i. Volume Adjustments to individual devices, devices in a zone, or all devices in the intercom and Paging System shall be made from the Desktop Application.
 - j. The Desktop Application shall be used to create a call directory to provide the user with the ability to quickly and easily place calls to a large number of prospective recipients and locations. The shortcuts shall be customized with the name of the call recipient or location. The call directory shall also contain shortcuts that activate message-waiting indications in addition to the option of placing calls.
 - k. The system shall interface with other external systems using a Command Interface Protocol. External systems include integrated security management or building management systems via devices such as computers, programmable logic controllers, or software-based annunciator panels.
 - l. The Command Interface Protocol shall be used to send real time commands and receive real time status messages between the third party system and eSeries devices. The Command Interface Protocol shall be an ASCII protocol that includes both outbound messaging, and support for inbound command via a virtual COM port and a physical USB connection.
 - m. Scripting shall allow operations to be carried out in sequence. Scripts shall be activated in various ways including: automatically based on the day of week and time of day, using a Console or a phone, by using the Desktop Application, or from other scripts.
 - n. When scripts from a Console or PBX phone (via a SIP interface), the name of the script shall be displayed on the Console or phone. Then the user shall be presented with options to enable or disable the script (depending on the current state of the

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- script). Consoles and PBX phones that dial the script number shall hear voice prompts for enabling or disabling the script.
- o. Scripts shall be used for scheduling time tone programs that include tones, pre-recorded messages, and textual messages displayed on Message Display/Calendar Clocks reoccurring at specific times and days.
 - p. Scripts shall perform cascading evacuation operations where evacuation audio messages are automatically first distributed to zones closest to the location of an emergency before spreading outwards to other zones according to a time schedule, thus reducing evacuation route congestion throughout the facility.
 - q. Group Zones shall allow groups of page zones or devices to be defined as a group zone with a dial number. Group Zones shall be accessed from the Desktop Application, Consoles or PBX phones.
 - r. Group zones shall be the destination for various functions including textual messages, or audio operations, such as pages or audio program distributions). Group zones shall be assigned customized names, which will appear on Console or phone displays when they are dialed.
 - s. Group Zones shall make it possible for a dial number to be forwarded to different destinations based on time and day. For example, common audio operations directed to a Group Zone dial number shall be configured to go to the usual destination during regular hours but to a different destination outside of regular hours.
 - t. Group Zone shall support designated priorities, such as emergency. Operations that are to a zone with a priority are automatically elevated to override any normal or lower priority operations the devices in that group zone are receiving.
- 2. The system shall include an Interactive Graphical User Interface (subsequently referred to as IGUI). The software shall reside on Telecor provided PC and should have ability to interface to District Wide Emergency Communication system located in the district office.
 - 3. The IGUI shall be supervised and shall utilize an easy-to-use graphical user interface for quick and easy graphically aided navigation to access functionality for all intercom stations, paging zones, and program distribution sources. Emergency operations shall be simplified through the IGUI allowing stored audio files and alphanumeric messages for message displays to be activated from the IGUI. The IGUI shall allow common operations such as daily announcements to become simplified into single touch activated icons; removing multi-step console set ups and dial strings.
 - 4. The voice device used to originate voice communication for the IGUI to selected locations shall be a system console, telephone handset, or microphone independent from the computer hosting the IGUI. The voice device shall remain functional and accessible regardless of the operational state of a computer supporting the IGUI.
 - 5. The IGUI shall allow the creation of a custom operating screen(s) based on the floor plans of the facilities. Icons representing intercom stations, zones used for paging, tone distribution, textual Message distribution, and audio program distribution shall be incorporated onto the floor plans. The IGUI software shall provide:
 - a. Simple routine call processing, including: hold, transfer, and forward
 - b. Activation of remote station auxiliary relays for applications such as door lock or release
 - c. Emergency functions
 - d. Paging
 - e. Audio program distribution
 - f. Customizable page elements
 - g. Customizable operating screen

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- h. Element library for emergency event icons
 - i. Initiation of emergency and non-emergency messaging, textual and audible
 - j. Remote station volume adjustment
 - k. Remote activation of do not disturb status and/or message waiting status
 - l. Remote station trouble indication
 - m. Remote station background music channel selection
 - n. Dynamic zone management for interactive on-the-fly console specific zones
 - o. Single touch emergency response (supporting both actual emergencies and drills) including but not limited to all or any combination of the following:
 - 1) Live voice notification
 - 2) Pre-recorded audio message
 - 3) Digital plain text messaging with simultaneous numerically coded message capability
 - 4) Remote system activation, i.e., access control systems, CCTV systems, door release systems, etc.
6. The IGUI must provide an efficient and reliable method of notifying the occupants within the facility of critical situations. A variety of emergency tone signals that reside within the intercom/paging system shall be activated by clicking on pre-programmed buttons on the IGUI screen, initiating the transmission of tone signals to speakers, and alphanumeric messages to message displays/digital clocks. A “lockdown” icon shall be designed as per Owner direction, with Owner selecting the appropriate tone. Whole building macros for emergency or off-normal response shall be built into the internal communication system as directed by the Owner. Each macro shall be capable of being activated by the console, the IGUI as indicated on plans or as directed by the Owner or AHJ. It shall be possible to activate a WAV file message or Owner selected tone coinciding with multi-language textual messages for distributions to zones as directed by the Owner, all from a single activation icon located on the IGUI. Other single action macros shall be activated in similar fashion via the IGUI and a custom-labeled icon. Plain language labeling of all icons on the IGUI shall be user changeable.
- B. Supervised SIP Trunk IP/PBX Interface : Telecor eSIP
- 1. The system Session Internet Protocol (SIP) Interface shall be a VoIP PBX phone interface of the same manufacturer as the supervised network intercom and paging system. Third party gateway devices shall not be accepted.
 - 2. The SIP Interface shall be supervised and shall connected directly to the facilities network and the PBX’s network and shall provide the following:
 - a. Establish a barrier gateway between the intercom and paging network and the PBX and/or common computer network.
 - b. Transparent audio operation between VoIP PBX phones and any device on the supervised network intercom and paging system. Paging access from any telephone on the facility system VoIP PBX to any intercom speaker, speaker zone, intercom station, console, all speakers, or paging horns and zones throughout the facility.
 - c. Any call-in from the supervised network intercom and paging system shall be capable of being routed directly to a VoIP PBX phone. Call-in stations can be configured and programmed to automatically dial any number on the publicly switched telephone network, landline, or cellular number through the SIP interface and via the PBX.
 - d. Ability to escalate a call-in to be redirected to a VoIP PBX connected phone via the SIP Interface. Escalation can also include the ability to dial any number on the

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- publicly switched telephone network, landline, or cellular number through the SIP interface via the PBX.
 - e. Ability to initiate alarm and crisis response protocols from any VoIP PBX connected phone.
 - f. Ability to require security access code to utilize the intercom or paging system emergency communication features.
 - g. Minimum of 10 simultaneous telephone channels of access to/from VoIP PBX phone system. Full caller ID support from any supervised network intercom call-in device to a VoIP PBX connected phone identifying the calling station ID/Location.
 - h. Emergency level call-in to be uniquely identified as emergency on the VoIP PBX phones.
 - i. Activation of all supervised networked intercom and paging system emergency tones and pre-recorded announcements from any phone connected to the building VoIP PBX phone system.
 - j. The SIP Interface shall additionally allow for calls to be placed from a console to any phone number on the publicly switched telephone network (landline or cellular). Additionally, intercom calls at a console may be transferred to any number on the publicly switched telephone network to any landline or cellular number through the SIP interface via the PBX.
3. Systems that connect to a building or district phone system and are limited to a SLT or CO connection will not be accepted as a substitute for a fully operational SIP Interface.

C. Master Clock/Message Host : Telecor eMH

1. The Master Clock/Message Host shall be a time master device for the eSeries network which enables configuration and activation of eSeries operations from a web-based graphical user interface (GUI). An unlimited number of operations shall be managed for activation by schedules or users. The application shall be web-based and secured via HTTPS certification. It shall be preconfigured with a variety of default operations, schedules, audio, and icons for quick customization. Users shall log into the application from any desktop computer or mobile smart device using a supported web-browser. Supported web browsers shall include Microsoft Edge, Mozilla Firefox, Google Chrome, and Apple Safari.
2. Master Clock/Message Host functionality shall include central time keeping and synchronization of all other eSeries devices throughout the eSeries network.
3. The Master Clock/Message Host shall manage an unlimited number of calendar-based schedules, which are collections of operations intended to be performed frequently, periodically, or on specific dates and times. For example, a schedule may be a series of bell tones that consistently indicate class changes. Users shall set schedules so that the operations they contain will activate accordingly.
4. Schedules shall be viewed, enabled or disabled in a calendar. The calendar shall display schedules on a daily, weekly, monthly or yearly basis. The Master Clock shall support scheduling operations up to 10 years into the future.
5. An unlimited number of holidays shall be specified and marked on the calendar. This shall indicate days where disabling all schedules may be appropriate.
6. The Master Clock/Message Host shall obtain time from and synchronizes with Network Time Protocol (NTP) servers directly or via an NTP-enabled SIP interface present on the eSeries network.
7. Operations shall include several components, including: pre-announce tones, pre-recorded audio, scrolling textual messages, and coded messages. If desired, specific details of the components shall be customized. Customization shall include: the number of times the pre-announce tone plays, the message scroll speed, and the delay before pre-

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- recorded audio repeats. Depending on the operation type, user-activated operations shall be distributed immediately or queued for later distribution.
8. The Home page shall provide a quick overview of Master Clock/Message Host managed operations. This shall include the next scheduled operation, the schedules that are currently active, and the next scheduled school drill. The Master Clock/Message Host shall include user specific short tutorial videos that explain various aspects of the GUI and provides built-in on demand training.
 9. The Live page shall show currently active and upcoming operations. A history of recently performed operations shall confirm operations occurred as intended. Also, users shall easily initiate on-the-fly operations on the Live page by configuring and activating them on demand.
 10. Routine operations shall include an unlimited number of pre-configured common audio distributions. Examples shall include announcements for special assemblies, bus arrivals, staff meetings, and festive events.
 11. Operations shall be associated with eSeries scripts so that they shall be activated by users. The Master Clock/Message Host GUI shall indicate if the script is active even if it was activated via other means such as dial access code or IGUI. Other emergency operations (such as Lockdown) shall also be seamlessly integrated with the IGUI.
 12. Audio files shall be used for tones or announcements while images shall be used as icons throughout the GUI to represent different operations or schedules. Audio file formats shall include (WAV and MP3) and images to support operations.
 13. Access shall be user-account controlled. An unlimited number of users shall be supported with a high level of individual customization. Users shall be given access to only the pages and operations relevant to their intended roles. For each page, users shall be granted permissions to activate or configure operations and schedules from a desktop or, for certain users, from mobile devices. An administrator account shall have full access to view and make configuration changes on all pages, while an operator account shall be limited to activating routine or emergency operations and enabling or disabling schedules.
 14. Users with administrative privileges shall have the ability to configure the site name, time, time zone, test zone, and import and export databases. To aid installers with initial configuration, a test mode shall be provided as well as a database import/export feature. Test mode shall redirect all activated operations to a test zone (that only the installer occupies) to prevent disrupting other people during configuration and testing. Database import/export shall allow the configuration to be exported for backup purposes or to copy to other installations.
 15. The system shall be configured for an unlimited number of dedicated emergency response operations. A corresponding drill operation shall be automatically created for each emergency situation. Users shall activate emergency response operations from facility PCs or remote mobile devices.
 16. The Master Clock/Message Host shall support the operation of Virtual Call Stations that reside on client PCs, including management of all network connections between Virtual Call Stations and the Network Intercom and Paging System.
 17. The Master Clock/Message Host shall feature a Maintenance Portal. The portal shall provide trouble notifications for faults being experienced by any eSeries device on the eSeries Network.
 - a. The notification includes a details fault report that provides the device name, dial number and the nature of the fault. These shall be easily copied into other documents and emails.

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- b. The Portal shall be configured to use an email account to automatically send trouble notification emails to a list of designated addresses. These emails shall list the details of all the current faults.
 - c. A link to the Master Clock/Message Host web interface shall be provided in order for the recipient to perform trouble shooting actions such as viewing up to-date fault information, enabling service mode status, and making configuration changes.
 - d. The volume of station devices shall be remotely adjustable via a web browser.
- 18. Emergency Notification
 - a. The system shall be capable of providing emergency notifications by email and SMS to mobile devices and designated PCs. during an emergency utilizing a district wide communication system. This feature will notify all relevant staff members so that they are made aware of the emergency event and can respond appropriately. Up to 100 users can be supported directly. When integrated with the facility's email server, it can effectively distribute notifications to an unlimited number of alert devices.
 - b. Alert devices may be mobile phones and smart devices. Mobile phones shall receive the notifications as SMS messages while smart devices shall receive email messages.
 - c. When deployed, the emergency notification feature shall support the fault monitoring capabilities of the Master Clock/Message Host. Trouble/fault notifications from eSeries devices shall be annunciated on the IGUI with a flashing Icon. Activation of this icon shall distribute notifications of a fault to appropriate technical support staff.
- D. Mobile Quick Access
 - 1. The system shall include a Mobile Quick Access feature that allows staff members to quickly activate Emergency Notifications. (e.g. Lockdown) using mobile smart devices.
 - 2. Notifications shall include the broadcast of pre-recorded audio announcements over the facility's public address speakers and textual messages to eSeries displays with a single activation.
 - 3. The feature shall include emails and SMS messages that shall be delivered to custom lists of recipients.
 - 4. Button options shall be customizable allowing staff a choice of notifications from their mobile device depending on the staff's authority.
- E. Supervised Speaker Breakout Module : Telecor eSBM
 - 1. The Speaker Breakout Module shall provide the means of integrating traditional analog speakers and call initiating devices to the eSeries System. The Speaker Breakout Module shall also be a Single Zone Paging Adapter that can drive an amplifier to provide paging coverage in a facility. The Speaker Breakout Module shall have three relay outputs that can activate automatically during a call processing operation.
 - 2. The Speaker Breakout Module shall receive power and data through a Power-Over-Ethernet switch. Once plugged into the LAN through a Power over Ethernet network switch, the Speaker Breakout Module shall place or receive calls and pages from the eSeries network. The Speaker Breakout Module shall not require any network configuration or administration to function.
 - 3. Speech shall be transmitted through the Speaker Breakout Module in crystal-clear HD Audio. Audio shall be transmitted in the frequency range from 50 Hz to 7 kHz and shall use a maximum of 128 kbps of bandwidth during a call. Audio between the Speaker Breakout Module and Consoles shall be non-blocking.

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4. The Speaker Breakout Module shall support Ceiling Inlay Speakers which shall connect to the Speaker Breakout Module via a standard CAT6 cable or conventional 8 Ω /25V/70V speakers to provide paging and talkback operation from Consoles or phones via a SIP interface and an IP-PBX.
5. The volume of the speakers shall be adjustable individually, by zone, or across the entire eSeries network via the Management Interface or Control Interface. Volume controls incorporated into certain call station models shall also allow a user to adjust the speaker volume locally. Volume levels shall be set by specific functions: intercom, paging, emergency paging, and Public Channel operations.
6. Call-in capabilities shall be provided with the addition of call stations. Call stations models shall be able to initiate normal calls, emergency calls, or both. Advanced stations that provide additional features shall also be available. These features shall include Privacy mode, Do Not Disturb mode, volume control, and Public Channel select. All call stations shall also provide "message waiting" indication.
7. The Speaker Breakout Module shall also support placing normal and emergency priority call-ins. Emergency Call Stations shall be separate and clearly labeled with a red button so as to impart obvious operation in the event of an emergency. Systems that only provide a single call station with dual emergency and normal operation based on a sequence of button presses shall not be acceptable.
8. The Speaker Breakout Module shall support Receivers which shall detect signals from Wireless Panic Buttons. When a signal is detected, the receiver shall initiate an emergency level call-in to the Administrative Console identifying the location of the call. The console operator shall immediately establish two way communications with the location that initiated the call.
9. The Speaker Breakout Module shall have the ability to direct normal and emergency call-ins to different devices. If the device that is configured to receive the call-in loses network connectivity, the Speaker Breakout Module shall automatically search for an alternate destination. If no other suitable call-in destinations exist, the Speaker Breakout Module shall audibly and visually indicate a fault.
10. The Speaker Breakout Module shall have a call-in roll-over feature where if a call-in to the primary call destination is not answered after a pre-set amount of time, the call shall be automatically copied to a secondary call destination. If both the primary and secondary call destinations are unavailable, the call shall be redirected to a back-up Console.
11. The Speaker Breakout Module shall have the capability to be configured as a member of one or more paging zones.
12. The Speaker Breakout Module shall have a built-in 4-watt audio amplifier that shall drive up to 4 watts of audio to a small zone of 25/70 volt loudspeakers. The Speaker Breakout Module shall provide a line level audio output that can connect to an external power amplifier for applications where the speaker zone load exceeds 4 watts.
13. The Speaker Breakout Module shall be monitored for network connectivity. If the Speaker Breakout Module 's network connection is lost, targeted Consoles shall report that station as absent and display its dial number. When the Speaker Breakout Module is used with Call Stations, the Speaker Breakout Module shall also provide full supervision and monitoring for Call Station and call-in destination connectivity. If a wiring fault is detected between a Call Station and the Speaker Breakout Module, the Speaker Breakout Module shall audibly and visually indicate the error utilizing the status LEDs on the Speaker Breakout Module. The Call Stations shall pulse their status LED to indicate a trouble condition. In case of a fault, the Management Interface or Logging Interface shall log the location, time, date and type of fault. If so configured, the Management Interface, Logging Interface, and Network Amplifiers shall also generate an alarm tone.

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14. The Speaker Breakout Module's status LED that shall flash in different patterns to indicate normal operation, call-in assurance, message-waiting, a call or paging audio in progress, or to indicate an error.
 15. The Speaker Breakout Module shall be equipped with three relays that can be used to operate auxiliary devices such as strobe lights, tone initiating devices and door locks.
 16. The Speaker Breakout Module shall be wall-mounted using the attached mounting brackets.
- F. Supervised Network Administrative Console : Telecor e300 / MCC-PM-MA
1. The Administrative Console shall be supervised and allow the operator to establish two-way communications with an intercom station, talkback speaker, or another Console using the handset or speakerphone. VOX functioning shall be automatically enabled when the handset is used. The Push-to-Talk button shall toggle the Console between talk and listen mode when the speakerphone is used. The Console shall provide a 2-line by 20-character LCD display. The display shall be adjusted to a range of angles for optimum viewing. When there are no active calls, the display shall show the Console name and dial number. If a time server is connected to the network, the display shall also show the time and date.
 2. **The system shall be capable of only one-way communication.**
 3. The Console shall allow call-ins to be forwarded to another Console, or for calls to be put on hold or transferred to another Console location. Additionally, call-ins or calls shall be forward/transfer-able to PBX telephone extensions via a SIP trunk interface.
 4. The Console shall select remote audio sources connected at any location on the local area network, and distribute the audio broadcast from the source to all speakers in a facility or to selected areas such as a speaker zone or a selection of speakers. The Console shall be capable of audio source verification by attendant prior to page zone activation. In this manner, attendants shall listen to the audio source locally, including listening to pre-recorded announcements, prior to system broadcast.
 5. The Console shall select a tone or a pre-recorded announcement and broadcast the tone or announcement to all facility speakers or to select areas, such as a speaker zone or a selection of speakers.
 6. The Console shall be equipped with digital volume control that shall allow for the separate adjustment of the speaker listen and handset listen volumes. The levels for intercom listen, tones, and program distributions shall be independently adjusted and stored in memory.
 7. The system shall allow user programming of alphanumeric architectural room names and numbers. The Console shall be capable of using 1 to 7 digit sequences for dial out and call-in identification, and shall display station numbering, station name, and call-in priority.
 8. The end-user shall be allowed to choose and determine the number and location of Consoles. The end-user shall not be limited by pre-set manufacturer limitations of the number of Consoles required by this project; allowing for unrestricted future expansion. Consoles may be added at any time. Consoles added by the end-user that exceed the engineered design for this project shall be at owner's expense. Communication between consoles or consoles and intercom stations or rooms shall not be inhibited by channel number restrictions.
 9. The Console shall be capable of displaying room statuses such as Privacy and Do Not Disturb and shall have the ability to override any status limiting communication between the Console and a station with Privacy or Do Not Disturb status activated. Temporary override shall not interfere with continued activation of Privacy and Do Not Disturb after communication has been established and electively terminated.

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G. Supervised Network Amplifiers : Telecor eAMP

1. The Supervised Network Amplifier (subsequently referred to as Network Amplifier) shall provide a minimum of 25 watts for paging and public address and shall be capable of utilizing analog amplifiers to increase the amount of amplified signal from the network amplifier. The Network Amplifier shall be connected directly to the network switch by an RJ45 connector and shall receive signals directly from the network.
2. The Network Amplifier shall be supervised and in the event that network communications is lost, an audible alert shall sound on the Amplifier. The Network Amplifier shall provide a silence feature to mute the audible alert for 24 hours.
3. The Network Amplifier shall also be capable of receiving local input from local devices such as tape decks, iPod docks, CD players, etc. The network amplifier shall be capable of transmitting signals received from the local input to other network locations or locally to directly connected 25/70 volt or 8-ohm analog speakers.
4. Each Network Amplifier shall be capable of providing two audio inputs for local devices and shall be programmable as either a microphone or line-level input.
5. The Network Amplifier shall be controlled remotely such that audio programs, input, tones, textual messages, or announcements may be initiated by other devices connected at different locations on the local area network.
6. The Network Amplifier shall provide the ability to record and distribute a paging announcement to all zones or specific zones of loudspeakers in the system from a console. To utilize this feature the console operator shall dial an access code after which the operator shall be guided by voice prompts to select the zone and record the page. Once the page has been recorded the system shall distribute the page to the selected zone of loudspeakers.
7. The Network Amplifier shall have a minimum of 4 local tone/pre-recorded announcement audio message control lines which when activated will distribute tones/pre-recorded audio messages to intended network amplifiers for re-distribution, network talk-back speakers (or a zone), and/or local 25/70 volt or 8-ohm analog speakers directly connected to amplifier. Each network amplifier shall be capable of storing four (4) pre-recorded announcements in addition to a minimum of 16 tones. Tones and announcements shall be activated locally or from other network devices.
8. The Network Amplifier shall store and transmit companion textual messages for each stored audio announcements. Textual messages shall be automatically broadcasted to the same zones along with the audio messages such that any device programmed for that zone automatically receives both the audio and textual announcement/message and automatically reproduced each or both messages to the extent of the devices' capabilities.
9. The Network Amplifier shall be capable of transmitting HD level audio as defined by Intel™ High Definition Audio specifications, June 17th, 2010 at a minimum.
10. The Network Amplifier shall shut down to protect itself should an output short circuit fault or overload occur that jeopardizes the integrity of the Network Amplifier.

H. Power Amplifiers : Telecor SI250 / SI125 / SI60

1. Power Amplifiers shall be used to drive groups of speakers located in corridors and outdoor locations that are assigned to speaker zones. Amplifier Zones shall be sized at 1 watt per corridor speaker, and 3.5 watts per horn. The amplifier load shall not exceed 80% capacity.
2. The Power Amplifiers shall be capable of producing an audio output of 60, 125 or 250 watts RMS at less than 1% distortion with balanced output.
3. They shall be designed to operate on a line voltage of 115 AC.

I. Digital Message Display/Calendar Clock : Telecor e365-TB-STB / 2484-12

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1. The Digital Message Display/Calendar Clocks, as indicated on the drawings, shall be a Telecor model e365-TB or approved equal. The unit shall simultaneously display the current time and date. The time is displayed in hours, minutes, and seconds. Hours and minutes are displayed with large 2.25" digits. Seconds are slightly smaller for easy distinction. The date is displayed in plain text by a 10-character, dot matrix display showing the day of the week, followed by the month and date. The date shall be displayed in the English, Spanish or French language.
2. layed in the English, Spanish or French language.
3. ayed in the English, Spanish or French language.
4. The Digital Message Display/Calendar Clock shall receive power and data over a RJ45 connect **CAT6** cable via a Power-Over-Ethernet switch port. Once plugged into the LAN through a Power over Ethernet network switch, the Display shall be immediately functional and shall not require any network configuration or administration to function.
5. The Digital Message Display/Calendar Clock shall be supervised and monitored for connectivity to the network. Additionally, any Call Stations connected to the Display shall be monitored for call line failure. In the event of an open circuit, short circuit or short to ground, the System shall detect the fault and notify a designated console operator automatically
6. l be monitored for call line failure. In the event of an open circuit, short circuit or short to ground, the System shall detect the fault and notify a designated console operator automatically
7. These Displays shall be designed for use in conjunction with the Master Clock/Message Host. All secondary clocks shall be synchronized with the Master Clock. Corrections shall be done instantaneously and all clocks shall display the identical time and date. In the event of a power failure, the System shall maintain accurate timekeeping during the outage. Once power is restored, all clocks shall be immediately updated with the correct time and date.
8. ccurate timekeeping during the outage. Once power is restored, all clocks shall be immediately updated with the correct time and date.
9. In addition to displaying the time, the Unit shall display textual messages in the dot matrix section of the display to the audio announcement that is being broadcast over the communication system speakers. These messages shall be used to alert personnel of an emergency or a situation of concern.
10. The Unit shall also display text-only messages independent of any audio messages.
11. In addition to plain text messages, the Digital Message Display/Calendar Clock shall also simultaneously display numerically-coded messages which can be activated independently to provide trained staff with additional context to the plain text messages.
12. The Digital Message Display/Calendar Clock shall include elapsed timer and count-down functions. Used in conjunction with a Timer Button Panel, users shall set the Clock to count upwards from zero to 24 hours or count down from a specified value to zero. Additionally, the unit shall have a local input that shall accept a relay closure to activate the elapsed or countdown timer operation. Timers embedded into pre-set plain text messages shall display messages for a pre-set period of time.
13. itionally, the unit shall have a local input that shall accept a relay closure to activate the elapsed or countdown timer operation. Timers embedded into pre-set plain text messages shall display messages for a pre-set period of time.
14. Messages shall be programmed using the Editor software or from a web based Graphical User Interface (GUI). Messages can be activated by the Master Clock/Message Host, allowing text to be displayed at specific times and days of the week. Messages shall be displayed using a variety of visual effects including scrolling or flashing single lines of

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text, as well as alternating between different lines of text. The dot matrix display shall default back to the date when not displaying messages.

15. ety of visual effects including scrolling or flashing single lines of text, as well as alternating between different lines of text. The dot matrix display shall default back to the date when not displaying messages.
16. The Digital Message Display/Calendar Clock shall be suitable for surface or recessed installations using the appropriate enclosure. For surface installations, the 2431-BBS enclosure is required. For recessed installations, the 2431-BBF enclosure is used. Two surface-mount enclosures shall be mounted back-to-back with a 2423 Dual Mounting Kit, creating a double-faced version.

J. General Purpose I/O Device : Telecor eNODE

1. The General Purpose Input/Output Device shall be a Telecor model eNODE or approved equal. It shall allow third party devices and systems to interface with Network Intercom and Paging System through contact closures.
2. The I/O Device shall have a minimum of 4 inputs and 4 outputs.
3. The inputs shall connect to dry relay contacts of third-party devices and shall activate any eSeries operations. Each input shall be configurable and shall support connection to sustained or momentary contact closures. Inputs shall differentiate between single or multiple momentary contact closures.
4. Outputs shall activate third party devices and systems. Outputs shall activate in response to:
 - a. Paging Audio or intercom calls
 - b. Scripts
 - c. Alarms
 - d. Events in the Master Clock / Message Host
 - e. Manual Dialing of a dial number
 - f. Analog Clock Correction
 - g. Trouble Status Indication
 - h. Service Mode
5. The I/O Device shall support tracking features where the output will automatically activate if the I/O Device detects the activation of paging audio, call-ins, Scripts and Alarms.
6. The I/O Device Output shall be capable of being manually dialed and activated from a console, or a phone on the facility's PBX. Once dialed, the caller shall be prompted by voice commands.
7. The I/O Device shall be integrated with the Master Clock/Message Host, allowing outputs to be activated according to scheduled events. The outputs can also be programmed to provide correction to synchronous movement analog clocks.
 - a. All I/O Device Inputs and Outputs shall be monitored and shall detect opens, shorts and ground faults on the connection between the third-party device and the I/O device. If any of these conditions are detected, a fault condition shall be raised on the system.

K. Intercom Round Speaker : Telecor STB-10-KIT

1. Factory Preamsembled
2. Dual 25/70 volt Transformer
3. Includes T7 Support Bridge and H7 Enclosure
4. BAFFLE:
 - a. Type: Round, two-step contour
 - b. Finish: White, semi-gloss epoxy

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- c. Material: 22 gauge CRS
- 5. CONE SPEAKER:
 - a. Speaker Dia.: 8"
 - b. Power Rating: 15 watts
 - c. Freq. Range: 65 Hz to 15,000 Hz
 - d. Magnet: 5 oz
 - e. Axial Sens.: 92 dB @ 1 m (1 watt input)
- L. Intercom Layin Speaker : Telecor STB-5
 - 1. Factory pre-assembled for reduced installation time
 - 2. 12" x 24" flush ceiling mounting
 - 3. 8" 12W speaker for excellent sound quality
 - 4. Mar-resistant, white epoxy finish
 - 5. Dual 25/70 volt transformer
 - 6. BAFFLE: Type:
 - a. Rectangular Finish: White, epoxy
 - b. Material: 22 gauge cold-rolled steel
 - c. Size: 23-3/4" W x 11-3/4" L x 3-3/8" D 60.6 cm x 29.8 cm x 8.6 cm
 - d. Weight: 4 lbs, 14oz (2.2 kg)
 - 7. CONE SPEAKER:
 - a. Speaker Diameter: 8"
 - b. Power Rating: 12 watts
 - c. Frequency Range: 65 to 17,000 Hz
 - d. Magnet: 5 oz
 - e. Axial Sensitivity: 92 db @ 1 m (1 watt input)
- M. Intercom Pendant Speaker : Speco SP6PTB
 - 1. Power: 32W RMS, 64W Max
 - 2. Frequency Response: 98Hz ~20kHz
 - 3. Transformer : Selectable 70/25V transformer with settings of 32W, 16W, 8W, 4W & 8 Ohms
 - 4. Sensitivity: 88dB (1W/1M)
 - 5. Termination Type: Phoenix connector
 - 6. Dimensions: 8.1" (Diameter) x 12.6" (H)
 - 7. Weight: 7 pounds
- N. Intercom Outdoor Speaker : Axis C1111-E
 - 1. Sealed Enclosure with a 2.5" broadband dynamic cone speaker.
 - 2. 7 Watt Power Rating
 - 3. Universal Mounting Bracket
 - 4. Freq. Response: 120 Hz – 50kHz
 - 5. Dispersion Angle: 120 degrees (vertical) 130 degrees (horizontal)
 - 6. Finish: Aluminum casing, IP55 rated colors.
- O. Gym Presentation System : Extron DTP Crosspoint Control Processor 86
 - 1. 8x6 Seamless 4K Scaling Presentation Matrix Switcher
 - 2. All in one 8x6 4K matrix switcher, scaler, audio DSP with AEC, audio power amplifier, and control processor
 - 3. Two DTP inputs and six HDMI inputs
 - 4. Two HDMI outputs and four independently scaled DTP outputs
 - 5. Selectable scaled DTP output rates from 640x480 to 4K

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6. Available with integrated IPCP Pro 355MQ xi control processor
 7. Available with energy efficient Class D stereo or mono amplifier:
 8. 2 x 50 watts @ 4 ohms; 2 x 25 watts @ 8 ohms
 9. 1 x 100 watts @ 70 volts
- P. Presentation System : Extron DTP2 Crosspoint Control Processor 82
1. 8x2 4K/60 Scaling Presentation Matrix Switcher
 2. All-in-one 8x2 matrix switcher, scaler, audio DSP, audio power amplifier, and control processor
 3. DTP2, DisplayPort, and HDMI inputs
 4. DTP2 and HDMI outputs
 5. Selectable scaled DTP2 output rates from 640x480 to 4K/60 with 4:4:4 color sampling
 6. Available with energy efficient Class D stereo or mono amplifier:
 7. 2 x 50 watts @ 4 ohms; 2 x 25 watts @ 8 ohms
 8. 1 x 100 watts @ 70 volts
 9. Available with integrated IPCP Pro 355MQ xi control processor
- Q. DTP Receiver : Extron DTP HDMI 4K 230 Rx
1. Receives HDMI plus control and analog audio up to 230 feet (70 meters) over a shielded CATx cable
 2. Supports computer and video resolutions up to 4K
 3. Supported HDMI specification features include data rates up to 10.2 Gbps, Deep Color up to 12-bit, 3D, HD lossless audio formats, and CEC pass-through
 4. HDCP 2.3 compliant
 5. Extron XTP DTP 24 shielded twisted pair cable is strongly recommended for optimal performance
 6. Compatible with CATx shielded twisted pair cabl
- R. DTP Wallplate Receiver : Extron DTP R HWP 4K 231 D
1. Receives HDMI plus control and analog audio up to 230 feet (70 meters) over a shielded CATx cable
 2. Supports computer and video resolutions up to 4K
 3. Extron XTP DTP 24 shielded twisted pair cable is strongly recommended for optimal performance
 4. Compatible with CATx shielded twisted pair cable
 5. Accepts additional analog stereo audio signals
 6. JITC Certified
- S. DTP Dual Input Wallplate Recieer : Extron DTP T UWP 4K 332 D
1. Transmits HDMI, VGA, control, and analog audio up to 330 feet (100 meters) over a shielded CATx cable
 2. Auto switching between inputs
 3. Supports computer and video resolutions up to 4K
 4. Analog stereo audio embedding
 5. Remote power capability
 6. Extron XTP DTP 24 shielded twisted pair cable is strongly recommended for optimal performance
- T. DTP Transmitter: Extron DTP3 T 202
1. Transmits HDMI plus control
 2. Supports computer and video resolutions up to 4K/60 @ 4:4:4

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3. Buffered HDMI input loop-through
 4. Comprehensive EDID management
 5. HDCP 2.3 compliant
 6. Supported HDMI 2.0b specification features include data rates up to 18 Gbps, HDR, Deep Color up to 12 bit, 3D, and HD lossless audio formats
- U. NAV AV over IP Decoder : Extron NAV SD 101
1. PURE3® Codec delivers improved network resiliency
 2. PURE3 Intelligent Selective Streaming reduces bandwidth requirements
 3. Expanded AES67 capabilities
 4. Confidence Preview
 5. Receives and scales 4K/60 @ 4:4:4 video and audio over 1 Gbps IP networks
 6. Advanced Extron Vector™ 4K scaling technology
- V. NAV AV over IP Encoder : Extron NAV E 121
1. PURE3® Codec delivers improved network resiliency
 2. PURE3 Intelligent Selective Streaming reduces bandwidth requirements
 3. Expanded AES67 capabilities
 4. Confidence Preview
 5. Configurable Power Priority
 6. HDMI 2.0 input and loop-out at resolutions up to 4K/60 with 4:4:4 chroma
- W. Wireless Presentation System : Extron ShareLink Pro 500
1. ConferenceShare™ enables wireless use of room cameras for UC meetings
 2. ShareNext™ suggests the ShareLink Pro unit next to you
 3. Digital Signage feature displays signage content when users aren't connected
 4. WebShare™ shares content via a Web browser
 5. Provides full screen mirroring for all devices
 6. Supports Mac® and Windows® computers as well as Apple® and Android™ tablets and smartphones
- X. IPCP Pro Control Processor : Extron ICP Pro 555Q xi
1. Quad-core processor and four times more memory with 2 GB of RAM and 8 GB of Flash
 2. Supports TouchLink Pro touchpanels, eBUS® devices, Network Button Panels, and IPL EXP expansion interfaces
 3. AV LAN port allows AV devices to be isolated from the corporate network
 4. The LAN port will permit discovery, setup and firmware updates for Extron devices connected to the AV LAN port
 5. Supports secure industry standard communications protocols
 6. Supports LinkLicense®
- Y. Wallmount Touchpanel : Extron TLP Pro 1025M
1. 10" capacitive touchscreen with 1280x800 resolution and 24-bit color depth
 2. Contemporary design that complements the aesthetics of any environment
 3. Gorilla Glass® screen is tough, scratch and smudge-resistant
 4. Faster, quad-core processing and eight times more memory
 5. Works with any Extron control processor and HC 400 Series system
 6. Transform your touchpanel into an all-in-one Pro xi Series control system using LinkLicense for TLP Control Processor and the TLCA 1 TouchLink Control Port Expansion Adapter

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- Z. Tabletop Touchpanel : Extron TLP Pro 1025T
 - 1. 10" capacitive touchscreen with 1280x800 resolution and 24-bit color depth
 - 2. Gorilla Glass® screen is tough, scratch, and smudge-resistant
 - 3. Faster, quad-core processing and eight times more memory
 - 4. Works with any Extron control processor and HC 400 Series system
 - 5. Transform your touchpanel into an all-in-one Pro xi Series control system using LinkLicense for TLP Control Processor and the TLCA 1 TouchLink Control Port Expansion Adapter
 - 6. Power over Ethernet provides power and communication over a single Ethernet cable
- AA. Gym Loudspeakers : Biamp R2-694Z-EN Gray
 - 1. High-fidelity, high efficiency, full-range reproduction of music and speech
 - 2. Application-specific coverage pattern
 - 3. 100% weather-resistant and corrosion-resistant construction
 - 4. Included weather-resistant mounting yoke
 - 5. EN54-24 Certified
- BB. Gym Amplifier : Blaze PowerZone Connect 4008
 - 1. Full rack 2U form factor
 - 2. Full-matrix DSP configuration via PowerZone™ Control web app (built-in)
 - 3. Hybrid power distribution in both Lo-Z and Hi-Z
 - 4. Powered by Pascal UMAC™ Class-D technology
 - 5. UREC™ universal power supply with PFC
 - 6. S/PDIF input/output
 - 7. Configurable GPIO
 - 8. ErP and Energy Star compliant
 - 9. UL listed audio equipment
 - 10. 5 Year warranty
- CC. Digital Signage Player : BrightSign XT2145
 - 1. 4K60p video playback with HDR10
 - 2. Dual video decoding for versatile display orientations
 - 3. Smooth playback of demanding 2D motion graphics and animations
 - 4. Interactive touch capabilities with Full HD and scaled-down 2D graphics
 - 5. Comprehensive I/O connections for various interactivity options
 - 6. Usage data tracking for connected peripheral devices
 - 7. Integration with partner solutions for analytics and monetisation
 - 8. Reliable operation in tight spaces and extreme conditions
 - 9. Powered by the purpose-built BrightSign OS
- DD. Flat Panel Wall Mount System with Power Distribution Unit : Chief AS3LDP7
 - 1. All-in-one configurable wall mounting system; wall plate and sliding interface design simplifies centering display in right position; shallow installation depth facilitates ADA compliance when display depth is less than 2 inches [51 mm]; movable storage plates along mounting rail facilitates placement of components; positioning of power and data sources and in-wall storage simplified by open wall plate.
 - 2. Power Distribution Unit: Model PD-715SC-NS high density slim power strip; seven (7) 5-15R outlets; 10 foot SignalSAFE™ 10 foot cord with NEMA 5-15 plug; anodized aluminum chassis; ETL Certified.
 - 3. Display Sizes Accommodated: 49-86 inch [1245-2184 mm].
 - 4. Maximum Weight Capacity: 200lbs [90.7 kg].

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5. Maximum Display Mounting Pattern: 38 by 18 inches [970 by 450 mm].
6. Mount System Dimensions: 42.03 by 19.75 by 1.96 inches [1068 by 502 by 50 mm].
7. Acceptable Wall Substrates: Steel studs, wood studs, concrete, and masonry.
8. Post-Installation Leveling Limit: One inch [25 mm].
9. Lateral Shift Capable: Yes.
10. Tilt Capability: -10 degrees/+0 degrees; 2.5 degree increments.
11. Plumb Adjustment Capability: 0.38 inch [10 mm].
12. Storage Panel Dimensions (W x H): Two 10 by 15 inch [250 by 402 mm] lever lock plates.
13. Storage Weight Capacity: 20 lbs [9 kg] per lever lock plate.
14. Service Extension: 10.65 inches [271 mm].
15. Service Depth: 12.61 inches [320 mm].
16. Color: Black.
17. Acceptable Product: Legrand/Chief Tempo™ Model AS3LDP7.

EE. Video Wall Mount System : Chief LVS1U

1. Chief's ConnexSys™ Video Wall Mounting System solves common video wall challenges of speed, alignment, serviceability and rigidity. The ConnexSys™ Video Wall Mounting System provides the ability to level each row once by using strut channel to connect multiple mounts together with a simple-to-install system that can handle the largest requirements.
2. Depth 4 in (10.2 cm)
3. Height 20.9 in (53.1 cm)
4. Minimum Depth 4 in (101.6 mm)
5. Shipping Weight 44 lbs (20 kg)
6. Typical Screen Size 42" - 80" (1067mm - 2032mm)
7. Weight Capacity 150 lbs (68 kg)
8. Width 35.5 in (90.2 cm)

FF. Video Wall Display : Philips 65BDL6005X/00

1. The Philips X-Line Videowall display is designed for 24/7 operation and can be customized to fit all your content needs. View content from multiple sources in real-time with enhanced picture quality.
2. Diagonal screen size (metric) 164 cm
3. Diagonal screen size (inch) 64.5 inch
4. Aspect ratio 16:9
5. Panel resolution 3840 x 2160
6. Pixel pitch 0.372 x 0.372 mm
7. Optimum resolution 3840 x 2160 @ 60 Hz
8. Brightness 500 cd/m²
9. Display colors 1.07 B
10. Contrast ratio (typical) 1300:1
11. Dynamic contrast ratio 500,000:1
12. Response time (typical) 8 ms
13. Viewing angle (horizontal) 178 degree
14. Viewing angle (vertical) 178 degree
15. Haze 25 %

GG. Classroom and Signage Displays : NEC M551 / M751 / M861

1. Available Sizing 55", 75", 86" diagonal

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2. Industrial-strength, premium-grade panel with additional thermal protection, internal temperature sensors with self-diagnostics and fan-based technology, allow for 24/7 operation
3. 4K UHD native resolution allows for crystal clear imagery and messaging that become more vivid and lifelike than ever before!
4. Landscape and Portrait orientation allows for flexibility of installation dependent on your needs
5. Accepts Intel® Smart Display Module Small or Large allowing for sleek all-in-one intelligence and interoperability in a small form factor setting by accepting Intel processor-based products and other peripherals directly into the displays
6. Raspberry Pi Compute Module 4 allows for future proof expansion and NEC Mediaplayer support
7. Bidirectional and Full External Control allows for easy integration into control systems via LAN or RS232C
8. 500 cd/m2 brightness and HDR compatibility will capture the attention of audience in almost any situation
9. Integrated Media Player allows for audio, video or image playback via USB
10. Failover Capabilities with full Input Detect functionality allow peace of mind as the display will automatically switch to a secondary or tertiary source if the primary source fails
11. Integrated Ambient Light Sensor allows the display to automatically adjust its luminance based on external brightness conditions
12. Energy Star 8.0 Certified Product
13. Full 3 year commercial warranty to allow for peace of mind and protection of your investment
14. NaViSet Administrator 2 Free software solution that greatly eases administration and management of larger display device installations

HH. Wireless Microphones : Shure BLX288/SM58 / BLX14/CVL

1. BLX88
 - a. Output Impedance
 - 1) XLR connector 200 Ω
 - 2) 6.35 mm (1/4") connector 50 Ω
 - b. Audio Output Level Ref. ± 33 kHz deviation with 1 kHz tone
 - c. XLR connector -27 dBV (into 100 k Ω load) 6.35 mm (1/4") connector -13 dBV (into 100 k Ω load)
 - d. RF Sensitivity -105 dBm for 12 dB SINAD, typical
 - e. Image Rejection >50 dB, typical
 - f. Dimensions 1.50 in. X 12.13 in. X 3.98 in. (38 mm X 308 mm X 101 mm) HxWxD
 - g. Weight 15.1 oz. (429 g)
 - h. Housing Molded ABS
 - i. Power Requirements
 - 1) 12–15 V DC @ 235 mA (BLX88, 320 mA), supplied by external power supply (tip positive)
2. BLX2 SM58
 - a. Audio Input Level
 - 1) 0dB -20 dBV maximum
 - 2) -10dB -10 dBV maximum
 - b. Gain Adjustment Range 10 dB
 - c. RF Transmitter Output 10 mW, typical varies by region

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- d. Dimensions 8.82 in. X 2.09 in. (224 mm X 53 mm) L x Dia.
- e. Weight 7.7 oz. (218 g) without batteries
- f. Housing Molded ABS
- g. Power Requirements
 - 1) 2 LR6 AA batteries, 1.5 V, alkaline
- h. Battery Life up to 14 hours (alkaline)
- 3. BLX1 CVL
 - a. Audio Input Level
 - 1) max -16 dBV maximum
 - 2) min (0 dB) +10 dBV maximum
 - b. Gain Adjustment Range 26 dB
 - c. Input Impedance 1 M Ω
 - d. RF Transmitter Output 10 mW, typical varies by region
 - e. Dimensions 4.33 in. X 2.52 in. X 0.83 in. (110 mm X 64 mm X 21 mm) HxWxD
 - f. Weight 2.6 oz. (75 g), without batteries
 - g. Housing Molded ABS
 - h. Power Requirements 2 LR6 AA batteries, 1.5 V, alkaline
 - i. Battery Life up to 14 hours (alkaline)
- II. Lecture Hall Lectern : Middle Atlantic L2LDC2CCMGE
 - 1. Sleek, modern Sota style design with durable melamine finish in Grained Ebony Ash
 - 2. Up to 12RU of equipment mounting
 - 3. Locking, heavy duty 4" casters
 - 4. Storage designed to accommodate the most popular document cameras and personal/small device storage
 - 5. Cable management systems includes 5 grommets total, with 2 in the top, 1 on each side and 1 on the bottom
 - 6. Hinged door on front with handle
 - 7. Slide out keyboard shelf with "pencil lip" to prevent items from sliding off rear of shelf.
 - 8. Ships assembled
 - 9. Add an optional Wiremold Desktop Power Center for worksurface charging of your devices
 - 10. Depth 25.92 in (65.8 cm)
 - 11. Height 43.75 in (111.1 cm)
 - 12. Rack Units 12 RU
 - 13. Width 30 in (76.2 cm)
- JJ. Laser Projector : Epson EB-PU1008B
 - 1. Projection System High-Aperture Epson 3LCD, 3-chip technology
 - 2. Projection Method Front/rear/ceiling mount
 - 3. Driving Method Poly-Silicon TFT Active Matrix
 - 4. Pixel Number 2,304,000 dots (1920 x 1200) x 3
 - 5. Signal Input
 - a. Maximum Display Resolution: 4096 x 2160 pixels (resizing display)
 - b. Display Resolution: 1920 x 1200 pixels
 - 6. Native Resolution WUXGA with 4K Enhancement1 (1920 x 1200 x2)
 - 7. Resolution on Screen WUXGA with 4K Enhancement1 /4.6 million pixels
 - 8. Aspect Ratio Supports 4:3, 16:10, 16:9*, 21:9*
 - a. * With vertical image shift control within letterbox area.
 - 9. Pixel Arrangement Cross stripe
 - 10. Color Brightness3 Color Light Output: 8,500 lumens

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11. White Brightness3 White Light Output: 8,500 lumens
 12. Contrast Ratio Up to 2,500,000:1 (Dynamic Contrast: On)
 13. Brightness Uniformity (Typical) 85%
 14. Color Reproduction Up to 1.07 billion colors
 15. Keystone Correction
 - a. Vertical: ± 45 degrees;
 - b. Horizontal: ± 30 degrees
 16. Illumination Technology Laser Phosphor
- KK. Projector Screen : Dalite Tensioned Advantage Series with Low Voltage Controller
1. Standard Low Voltage Control (LVC) and available optional controls allows screen operation flexibility
 2. UL Plenum rated case
 3. White powder-coated case for a clean aesthetic
 4. Decora-style, three-button wall switch
 5. All sizes standard with 12" of black drop except for Parallax Pure which is standard with 2"
 6. Smooth Roll Technology to keep your screen perfectly flat
 7. TruGuide™ Electric Screen Tensioning System provides optimal viewing surface smoothness
 8. Standard black backing retains projected brightness on front projection surfaces
 9. Seamless surfaces in all models
 10. SightLine cable drop models include 70" (standard) of drop. Optional 10' drop should be indicated on complete screen order by adding part no. DL16476. See 10' SightLine Cable Drop Option page for ordering details.

2.3 EQUIPMENT

- A. Equipment: Comply with UL 813. Equipment shall be modular, using solid-state components, and fully rated for continuous duty unless otherwise indicated. Select equipment for normal operation on input power usually supplied at 110 to 130 V, 60 Hz.
- B. Equipment Mounting: Where existing rack, cabinet, or console mounting is indicated, equipment shall be designed to mount in a 19-inch housing complying with TIA/EIA-310-D.
- C. Weather-Resistant Equipment: Listed and labeled by a qualified testing agency for duty outdoors or in damp locations.

2.4 Administration Location(s)

- A. Provide connection to Visual Console Interphase to Owner Provided Computer and e300 admin console with MCC-PM-MA desktop microphone on the following locations:
 - a. Reception
 - b. Principal's Office
 - c. Safe Room
- B. The Unified Communications System shall support the placement of a Push-to-Talk microphone at a receptionist or other secondary location.

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2.5 Audio Rack Location

- A. Using existing standard rack enclosure for all equipment listed below to (typically) reside in the MDF location. Provide all shelves, rack mount kits, rack power supplies, backup power supplies, doors, rack top, lacing bars, etc. as needed to deliver a neatly dressed rack. The required hardware shall include, but not be limited to, the following:
 - 1. Required hardware for all systems:
 - a. eVC V1.3 Basic Server
 - b. eSIP telephony interphase
 - c. eMH master clock and message host
 - d. eSBM (3) paging interface for hallways
 - e. SI125 (2) and SI250 amplifiers for hallway speakers
 - f. IPC Processor for AV, intercom, and signage control
 - g. Network switch, owner provide, quantity as needed

2.6 Video Rack Location

- A. Using existing standard rack enclosure for all equipment listed below to reside in the library or video media storage location. Provide all shelves, rack mount kits, rack power supplies, backup power supplies, doors, rack top, lacing bars, etc as needed to have a neatly dressed rack. This location shall consist of, but not be limited to, the following:
 - 1. Required hardware for all systems:
 - a. XT2145 (2) digital signage players
 - b. NAV (5) AV over IP Encoders

2.7 Common Areas Audio (Hallways, Offices and Outside)

- A. Provide and replace speakers, which will interface to the Telecor amplifiers listed under audio rack location. Audio zones shall be established based on the needs of the school. Each zone shall consist of 70-volt speakers and be tapped at the wattage desired to provide the best sound for each speaker location without overloading the speaker or amplifier. Please refer to the Infocomm guidelines for estimating amplifier size and tapping of speaker system.

2.8 Remote Audio Locations:

- A. Provide integration of new or existing stand-alone sound systems such as the following:
 - 1. Gym sound systems
 - 2. Lecture Hall sound systems
 - 3. Student's Lounge sound systems
 - 4. Cafeteria sound systems
 - 5. Bus Barn
 - 6. DAP
 - 7. Required: eSBM and amplifier (Qty. 1 per stand-alone system)

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2.9 Common Areas Clocks

- A. Provide a digital clock system, which will interface to the Unified Communications System. Clock subsystem shall be RS-232 controllable. Each clock shall be daisy chained to the next, and back to the audio rack location. Provide quantities and styles as needed.
 - 1. Required hardware:
 - 2. 2484-24 (1), 2431-BBS (1) for single sided wall clock
 - 3. 2484-24 (2), 2431-BBS (2) and 2423 (1) for double sided wall clock
 - 4. 2405 Power transformers as needed

2.10 AV Classroom (54)

- A. The AV Classrooms Communications System shall support several different types of sources. These include a local input, building digital signage and alert stream. System will also be interconnected to intercom system to mute AV system during a page. The hardware configurations are as follows:
 - 1. Extron Custom Digital PlenumVault System:
 - a. PVM220 (1) PlenumVault Mounting Kit
 - b. PVS407D (1) IP-Enabled Digital PoleVault Switcher with Integrated Audio Amplifier
 - c. PVT HDMI (1) Digital Input, Dual HDMI - Decorator-Style Wallplate
 - d. MLC Plus 100 (1) MediaLink® Plus Controller
 - e. FF 120 (1) Extron Exclusive Patented Flat Field Speaker
 - f. HDMI Ultra/15 (1) 4K Premium High Speed HDMI Ultra-Flexible Cable - 15' (4.5 m)
 - g. HDMIP/15 (1) HDMI Plenum
 - h. XTP DTP 24P/35 (2) 35' (10.6 m) XTP DTP 24 plenum cable
 - i. STP20-2P/50 (1) Power, control, audio cable - Plenum - 50' (15.2 m)
 - j. MLC IR/RS-232 P/50 (1) Projector Communication Cable – Plenum - 50' (15.2m)
 - k. UTP24-4/50 (1) CAT6 UTP Patch Cables; RJ-45 Male to Male - Plenum
 - l. SPK 18 cable-35' Speaker Cable (2): Pre-cut Two Conductor 18 AWG - Plenum - 35' (10.6 m)
 - 2. NEC M861 (1) Display
 - 3. Chief AS3LDP7 (1) Display Mount
 - 4. Extron NAV Decoder (1)
 - 5. Extron Sharelink (1)
 - 6. Telecor eSBM (1) Intercom interphase

2.11 Reception System:

- A. AV System to include:
 - 1. NEC M861
 - a. With a Chief VXF730-B2 Articulating Mount
 - 2. Local HDMI plate
 - 3. BightSign XT2145
 - 4. Extron NAV Decoder

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2.12 Cafeteria AV System

- A. The Cafeteria System shall include a Video Matrix to drive a 4x4 Video wall alongside with a wireless microphone system and connections to both intercom and digital signage systems. Hardware configuration are as follows:
1. 4x4 Video Wall
 - a. (16) Philips 56BDL6005X/00
 - 1) (16) Chief LVS1U Mounts
 2. (3) Telecor 2484-24 single clocks
 3. (4) NEC M551 Displays for digital signage
 - a. (4) Chief AS3LDP7 Chief mounts
 - b. (4) BrightSign XT2145
 4. (1) Extron DTP2 Crosspoint Control Processor 82
 5. (1) Extron DTP Receiver HDMI
 6. (1) Extron DTP Wall Plate Receiver
 7. (1) Extron Tabletop Touch
 8. (1) Extron NAV Decoder
 9. (1) Shure BLX288/SM588 Wireless Microphone
 10. (1) Shure BLX14/CVL Wireless Microphone
 11. (1) Telecor eSBM
 12. (10) Telecor STB-10-KIT

2.13 Lounge AV System

- A. The Lounge AV System shall include a Video Matrix to drive a 2x2 Video wall connections to both intercom and digital signage systems. Hardware configuration are as follows:
1. 2x2 Video Wall
 - a. (4) Philips 56BDL6005X/00
 - 1) (4) Chief LVS1U Mounts
 2. (1) Telecor 2484-24 single clocks
 3. (1) Extron DTP2 Crosspoint Control Processor 82
 4. (1) Extron DTP Receiver HDMI
 5. (1) Extron DTP Wall Plate Receiver
 6. (1) Extron Tabletop Touch
 7. (1) Extron NAV Decoder
 8. (1) Telecor eSBM
 9. (1) BrightSign XT2145
 10. (6) Telecor STB-10-KIT

2.14 Library

- A. To include digital clock and an interphase to page though out library speakers. Hardware to be installed as follows:
1. (5) Telecor 2484-24 Digital Clocks
 - a. 1 Single faced
 - b. 2 Double faced
 2. (1) BrightSign XT2145
 3. (1) Telecor eSBM
 4. (1) Telecor e300 Administrator Console

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- a. Telecor MCC-PM-MA Desktop Microphone for eConsole
- 5. (7) Telecor STB-10-KIT
- 6. (10) Speco SP6PTB

2.15 Lecture Hall AV System

- A. The Lecture Hall AV System shall include a Video Matrix, Lectern, Video Projectors and Screens and a wireless microphone system with interphases to both intercom and digital signage systems. Hardware configuration are as follows:
- 1. (2) Epson EB-PU1008B
 - a. (2) DaLite Advantage Projection screen with low voltage controller
 - 2. (1) Middle Atlantic L2LDC2CCMGE Lectern
 - 3. (1) Extron DTP Crosspoint Control Processor 82
 - 4. (1) Extron DTP Receiver HDMI
 - 5. (1) Extron DTP Wall Plate Receiver
 - 6. (1) Extron Tabletop Touch
 - 7. (1) Extron NAV Decoder
 - 8. (1) Shure BLX288/SM588 Wireless Microphone
 - 9. (1) Shure BLX14/CVL Wireless Microphone
 - 10. (1) Telecor eSBM
 - 11. (1) BrightSign XT2145
 - 12. (6) Telecor STB-10-KIT

2.16 Gym AV System

- A. The Gym AV System shall include a Video Matrix, Upgraded Speakers, Video Projectors and Screens, a Digital Signage Display in the entrance and a wireless microphone system with interphases to both intercom and digital signage systems. Hardware configuration are as follows:
- 1. (3) Epson EB-PU1008B
 - a. (3) DaLite Advantage Projection screen with low voltage controller
 - 2. (1) NEC M551 Display for Signage
 - a. (1) BrightSign XT2145
 - 3. (3) Telecor 2484-24 Digital Clocks
 - 4. (5) Biamp R2-694Z-EN Gray Speakers
 - a. (1) Blaze PowerZone Connect 4008 Amplifier
 - 5. (1) Extron DTP Crosspoint Control Processor 82
 - 6. (1) Extron DTP Receiver HDMI
 - 7. (1) Extron DTP Wall Plate Receiver
 - 8. (1) Extron Tabletop Touch
 - 9. (1) Extron NAV Decoder
 - 10. (1) Shure BLX288/SM588 Wireless Microphone
 - 11. (1) Shure BLX14/CVL Wireless Microphone
 - 12. (1) Telecor eSBM
 - 13. (1) BrightSign XT2145

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2.17 Specialty AV Rooms (10)

- A. System shall support several different types of sources. These include a local input, building digital signage and alert stream. System will also be interconnected to intercom system to mute AV system during a page. Hardware configuration are as follows:

1. (1) Extron Custom Digital PlenumVault System:
 - a. (1) PVM220 PlenumVault Mounting Kit
 - b. (1) PVS407D IP-Enabled Digital PoleVault Switcher with Integrated Audio Amplifier
 - c. (1) PVT HDMI Digital Input, Dual HDMI - Decorator-Style Wallplate
 - d. (1) MLC Plus 100 MediaLink® Plus Controller
 - e. (1) FF 120 Extron Exclusive Patented Flat Field Speaker
 - f. (1) HDMI Ultra/15 4K Premium High Speed HDMI Ultra-Flexible Cable-15'
 - g. (1) HDMIP/15 HDMI Plenum
 - h. (2) XTP DTP 24P/35 35' (10.6 m) XTP DTP 24 plenum cable
 - i. (1) STP20-2P/50 Power, control, audio cable - Plenum - 50' (15.2 m)
 - j. (1) MLC IR/RS-232 P/50 Projector Communication Cable – Plenum - 50' (15.2m)
 - k. (1) UTP24-4/50 **CAT6** UTP Patch Cables; RJ-45 Male to Male - Plenum
 - l. (2) SPK 18 cable-35' Speaker Cable: Pre-cut Two Conductor 18 AWG - Plenum - 35' (10.6 m)
2. (1) NEC M861 Display
 - a. (1) Chief AS3LDP7 Display Mount
3. (1) Extron NAV Decoder
4. (1) Extron Sharelink
5. (1) Telecor eSBM

B. Locations:

1. Gym Room
2. Weight Room
3. Culinary Room
4. Library (5)
 - a. Video Editing Labs
 - b. ISS Room
 - c. Commons Area (2)
 - d. Learning Center
5. Principal's Office
6. Admin Conference Room

2.18 Digital Signage System

1. All Signage Players will be centrally managed via BightAuthor:Connected for real time control, log captures and reports, additionally allow Extron processor to control and send emergency messages to players.
2. Locations:
 - a. Bus Area (2)
 - b. Counseling Center
 - c. Hallways (4)
 - d. Cafeteria (5)
 - e. Bus Barn (2)

SECTION 266760 – UNIFIED COMMUNICATIONS SYSTEM

2.19 AV and Intercom Network

1. IP Devices are to connect to existing Owner Network
2. If there are no available ports, contractor to provide Network Switch
 - a. Cisco Catalyst Line Switch needed, must be approved by owner

2.20 OUTLETS

- A. Volume Attenuator Station: Wall-plate-mounted autotransformer type
 1. Wattage Rating: 10 W unless otherwise indicated.
 2. Attenuation per Step: 3 dB, with positive off position.
 3. Insertion Loss: 0.4 dB maximum.
 4. Label: "PA Volume."
- B. Microphone Outlet: Three-pole, polarized, locking-type, microphone receptacles in single-gang boxes. Equip wall outlets with brushed stainless-steel device plates. Equip floor outlets with gray tapered rubber or plastic cable nozzles and fixed outlet covers.
- C. Headphone Outlet (for the Hearing Impaired): Microphone receptacles in single-gang boxes. Equip wall outlets with brushed stainless-steel device plates. Equip floor outlets with gray tapered rubber or plastic cable nozzles and fixed-outlet covers.

2.21 BATTERY BACKUP POWER UNIT

- A. Unit shall be rack mounted, consisting of time-delay relay, sealed lead-calcium battery, battery charger, on-off switch, "normal" and "emergency" indicating lights, and adequate capacity to supply maximum equipment power requirements for one hour of continuous full operation.
- B. Unit shall supply public address equipment with 12- to 15-V dc power automatically during an outage of normal 120-V ac power.
- C. Battery shall be on float charge when not supplying system and to transfer automatically to supply system after three to five seconds of continuous outage of normal power, as sensed by time-delay relay.
- D. Unit shall automatically retransfer system to normal supply when normal power has been reestablished for three to five seconds continuously.

2.22 CONDUCTORS, CABLES AND WIRE

- A. Jacketed, twisted pair and twisted multipair, untinned solid copper.
 1. Insulation for Wire in Conduit: Thermoplastic, not less than **1/32 inch** thick.
 2. Microphone Cables: Neoprene jacketed, not less than **2/64 inch** thick, over shield with filled interstices. Shield No. 34 AWG, tinned, soft-copper strands formed into a braid or approved equivalent foil. Shielding coverage on conductors is not less than 60 percent.
 3. Plenum Cable: Listed and labeled for plenum installation.

SECTION 266760 – UNIFIED COMMUNICATIONS SYSTEM

- B. Shielded Category Cable to be used for all IP devices : Extron XTP DTP 24
 1. (8) (4 Unshielded Twisted Pairs) 24 AWG Insulated Solid Bare Copper Conductors
 2. Overall Cable Shield: Al/Mylar + Tinned Copper Braid (55%)
 3. Nominal Pair-to Pair Skew: Max. 25 ns/100 m, Min. 8 ns/100 m
 - a. Include Extron 101-023-01 Jacks
- C. Speaker Cable : WEST PENN 25292B
 1. Number of Conductors : 2
 2. 20 AWG
 3. 7x28 Conductor Stranding
 4. Conductor Type Bare copper
 5. 10.5 Ohm/1000ft Nominal DCR
 6. Cabling Lay Length 2.5 in
 7. Nom. Cap. Between Conductors : 60 pF/ft
 8. Nom. Cap. Conductor to Shield : 108 pF/ft

2.23 RACEWAYS

- A. Conduit and Boxes: Comply with Section Raceway and Boxes for Electrical Systems
 1. Outlet boxes shall be not less than 2 inches wide, 3 inches high, and 2-1/2 inches deep.

PART 3 - EXECUTION

3.1 WIRING METHODS

- A. Wiring Method: Install cables in raceways and cable trays except within consoles, cabinets, desks, and counters, and except in accessible ceiling spaces and in gypsum board partitions where unenclosed wiring method may be used. Conceal raceway and cables except in unfinished spaces.
 1. Install plenum cable in environmental air spaces, including plenum ceilings.
 2. Comply with requirements for raceways and boxes specified in "Raceway and Boxes for Electrical Systems."
 3. Utilize cable tray when available
- B. Wiring Method: Conceal conductors and cables in accessible ceilings, walls, and floors where possible.
- C. Wiring within Enclosures: Bundle, lace, and train cables to terminal points with no excess and without exceeding manufacturer's limitations on bending radii. Provide and use lacing bars and distribution spools.

3.2 INSTALLATION OF RACEWAYS

- A. Comply with requirements in Section Raceway and Boxes for Electrical Systems for installation of conduits and wireways.

SECTION 266760 – UNIFIED COMMUNICATIONS SYSTEM

- B. Install manufactured conduit sweeps and long-radius elbows whenever possible.

3.3 INSTALLATION OF CABLES

- A. Comply with NECA 1.

- B. General Cable Installation Requirements:

1. Terminate conductors; no cable shall contain unterminated elements. Make terminations only at outlets and terminals.
2. Splices, Taps, and Terminations: Arrange on numbered terminal strips in junction, pull, and outlet boxes; terminal cabinets; and equipment enclosures. Cables may not be spliced.
3. Secure and support cables at intervals not exceeding 30 inches and not more than 6 inches from cabinets, boxes, fittings, outlets, racks, frames, and terminals.
4. Bundle, lace, and train conductors to terminal points without exceeding manufacturer's limitations on bending radii. Install lacing bars and distribution spools.
5. Do not install bruised, kinked, scored, deformed, or abraded cable. Do not splice cable between termination, tap, or junction points. Remove and discard cable if damaged during installation and replace it with new cable.
6. Cold-Weather Installation: Bring cable to room temperature before dereeling. Heat lamps shall not be used.

- C. Open-Cable Installation:

1. Install cabling with horizontal and vertical cable guides in telecommunications spaces with terminating hardware and interconnection equipment.
2. Suspend speaker cable not in a wireway or pathway a minimum of 8 inches above ceiling by cable supports not more than 60 inches apart.
3. Cable shall not be run through structural members or be in contact with pipes, ducts, or other potentially damaging items.

- D. Separation of Wires: Separate speaker-microphone, line-level, speaker-level, and power wiring runs. Install in separate raceways or, where exposed or in same enclosure, separate conductors at least 12 inches apart for speaker microphones and adjacent parallel power and telephone wiring. Separate other intercommunication equipment conductors as recommended by equipment manufacturer.

3.4 INSTALLATION

- A. Match input and output impedances and signal levels at signal interfaces. Provide matching networks where required.
- B. Identification of Conductors and Cables: Color-code conductors and apply wire and cable marking tape to designate wires and cables so they identify media in coordination with system wiring diagrams.
- C. Equipment Cabinets and Racks:

SECTION 266760 – UNIFIED COMMUNICATIONS SYSTEM

1. Group items of same function together, either vertically or side by side, and arrange controls symmetrically. Mount monitor panel above the amplifiers.
 2. Arrange all inputs, outputs, interconnections, and test points so they are accessible at rear of rack for maintenance and testing, with each item removable from rack without disturbing other items or connections.
 3. Blank Panels: Cover empty space in equipment racks so entire front of rack is occupied by panels.
- D. Volume Limiter/Compressor: Equip each zone with a volume limiter/compressor. Install in central equipment cabinet. Arrange to provide a constant input to power amplifiers.
- E. Wall-Mounted Outlets: Flush mounted.
- F. Floor-Mounted Outlets: Conceal in floor and install cable nozzles through outlet covers. Secure outlet covers in place. Trim with carpet in carpeted areas.
- G. Conductor Sizing: Unless otherwise indicated, size speaker circuit conductors from racks to loudspeaker outlets not smaller than No. 18 AWG and conductors from microphone receptacles to amplifiers not smaller than No. 22 AWG.
- H. Weatherproof Equipment: For units that are mounted outdoors, in damp locations, or where exposed to weather, install consistent with requirements of weatherproof rating.
- I. Speaker-Line Matching Transformer Connections: Make initial connections using tap settings indicated on Drawings.

3.5 GROUNDING

- A. Ground cable shields and equipment to eliminate shock hazard and to minimize ground loops, common-mode returns, noise pickup, cross talk, and other impairments.
- B. Signal Ground Terminal: Locate at main equipment cabinet. Isolate from power system and equipment grounding.
- C. Install grounding electrodes as specified in Section "Grounding and Bonding for Electrical Systems."

3.6 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections.
- B. Perform tests and inspections.
 1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.
- C. Tests and Inspections:

SECTION 266760 – UNIFIED COMMUNICATIONS SYSTEM

1. Schedule tests with at least seven days' advance notice of test performance.
 2. After installing public address and mass notification systems and after electrical circuitry has been energized, test for compliance with requirements.
 3. Operational Test:
 - a. Perform tests that include originating program and page messages at microphone outlets, preamplifier program inputs, and other inputs. Verify proper routing and volume levels and that system is free of noise and distortion.
 - b. Classrooms should be tested independently of Unified Communications System prior to application of software. Display power and input selection should function from the input wallplate button to confirm classroom is ready for connection to the UCS.
 - c. Campus-wide functions including Audio Events, Broadcasts, Alerts, Manage Displays, etc. must all be tested
 - d. NOTE: The Unified Communications System functionality checklist provided by the Factory must be completed and presented prior to project completion.
 4. Signal-to-Noise Ratio Test: Measure signal-to-noise ratio of complete system at normal gain settings as follows:
 - a. Disconnect microphone at connector or jack closest to it and replace it in the circuit with a signal generator using a 1000-Hz signal. Replace all other microphones at corresponding connectors with dummy loads, each equal in impedance to microphone it replaces. Measure signal-to-noise ratio.
 - b. Repeat test for each separately controlled zone of loudspeakers.
 - c. Minimum acceptance ratio is 50 dB.
 5. Distortion Test: Measure distortion at normal gain settings and rated power. Feed signals at frequencies of 50, 200, 400, 1000, 3000, 8000, and 12,000 Hz into each preamplifier channel. For each frequency, measure distortion in the paging and all-call amplifier outputs. Maximum acceptable distortion at any frequency is 3 percent total harmonics.
 6. Acoustic Coverage Test: Feed pink noise into system using octaves centered at 500 and 4000 Hz. Use sound-level meter with octave-band filters to measure level at five locations in each zone. For spaces with seated audiences, maximum permissible variation in level is plus or minus 2 dB. In addition, the levels between locations in same zone and between locations in adjacent zones must not vary more than plus or minus 3 dB.
 7. Power Output Test: Measure electrical power output of each power amplifier at normal gain settings of 50, 1000, and 12,000 Hz. Maximum variation in power output at these frequencies must not exceed plus or minus 1 dB.
 8. Signal Ground Test: Measure and report ground resistance at public address equipment signal ground. Comply with testing requirements specified in Section 260526 "Grounding and Bonding for Electrical Systems."
- D. Inspection: Verify that units and controls are properly labeled and interconnecting wires and terminals are identified. Prepare a list of final tap settings of paging speaker-line matching transformers.
- E. Unified communications system will be considered defective if they do not pass tests and inspections.

SECTION 266760 – UNIFIED COMMUNICATIONS SYSTEM

F. Prepare test and inspection reports.

1. Include a record of final speaker-line matching transformer-tap settings, and signal ground-resistance measurement certified by Installer.
2. The Unified Communications System functionality checklist provided by the Factory must be completed and presented prior to project completion.

3.7 STARTUP SERVICE

A. Engage a factory-authorized service representative to perform startup service.

1. Verify that electrical wiring installation complies with manufacturer's submittal and installation requirements.
2. Complete installation and startup checks according to manufacturer's written instructions.

3.8 ADJUSTING

- A. On-Site Assistance: Engage a factory-authorized service representative to provide on-site assistance in adjusting sound levels, resetting transformer taps, and adjusting controls to meet occupancy conditions.
- B. Occupancy Adjustments: When requested within 12 months of date of Substantial Completion, provide on-site assistance in adjusting system to suit actual occupied conditions. Provide up to two visits to Project during other-than-normal occupancy hours for this purpose.

3.9 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain the public address and mass notification systems and equipment.
- B. Deliver user guides, video tutorials and other applicable resources as offered by the Factory.

END OF SECTION 266760

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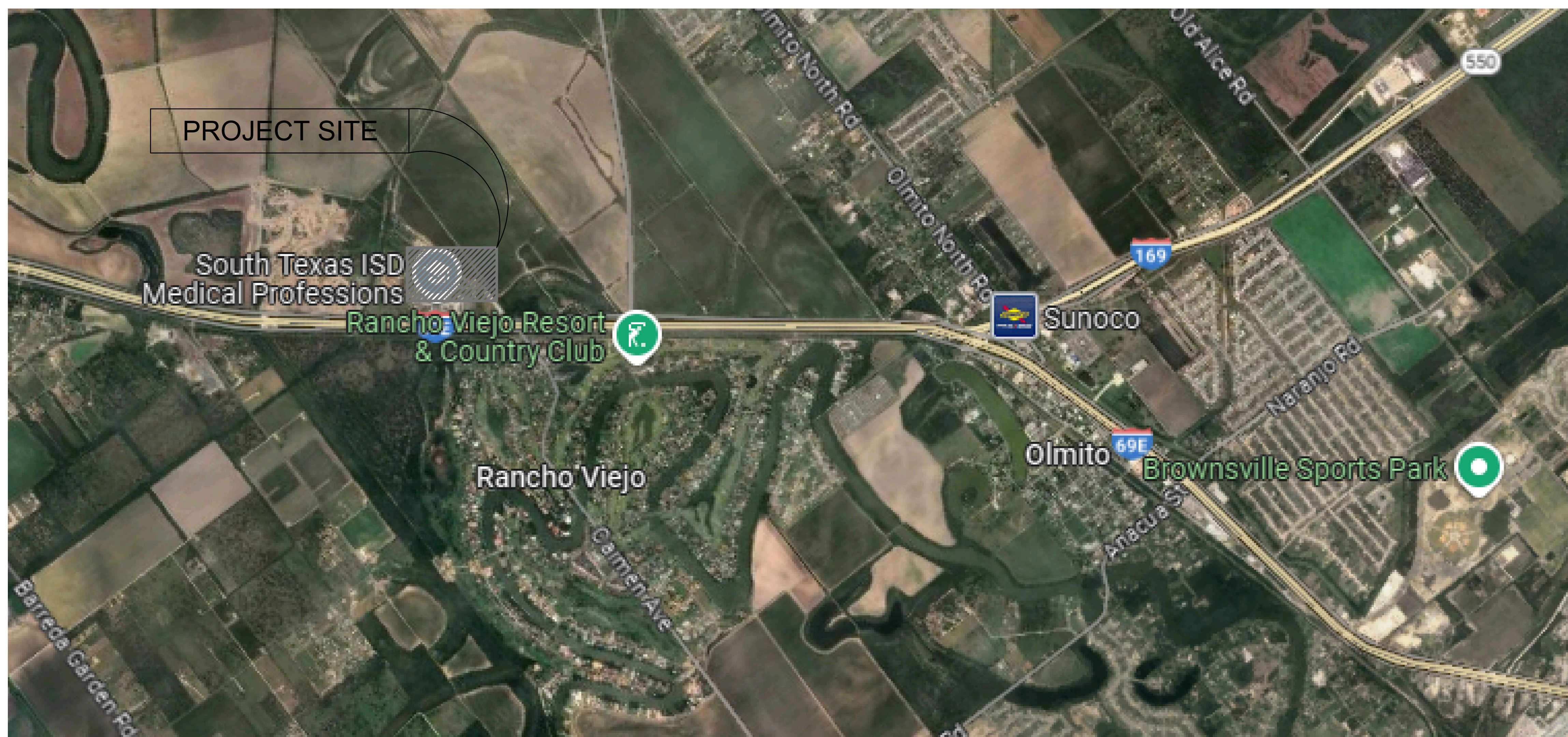
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DATE OF ISSUE

OCTOBER 21, 2024

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E1.02	UNIFIED COMMUNICATIONS SYSTEM IMAGES
E2.01	OVERALL SITE PLAN
E3.01	AREA 'A1': UNIFIED COMMUNICATIONS SYSTEM PLAN
E3.02	AREA 'A2': UNIFIED COMMUNICATIONS SYSTEM PLAN
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E3.08	AREA 'C3': UNIFIED COMMUNICATIONS SYSTEM PLAN
E3.09	PORTABLE AND BUS MAINTENANCE UNIFIED COMMUNICATIONS SYSTEM PLAN



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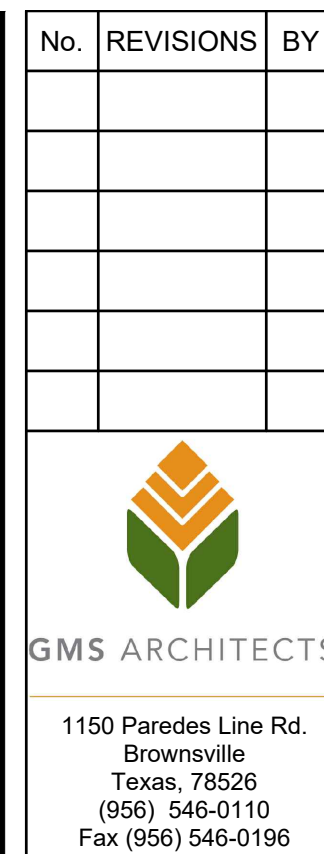
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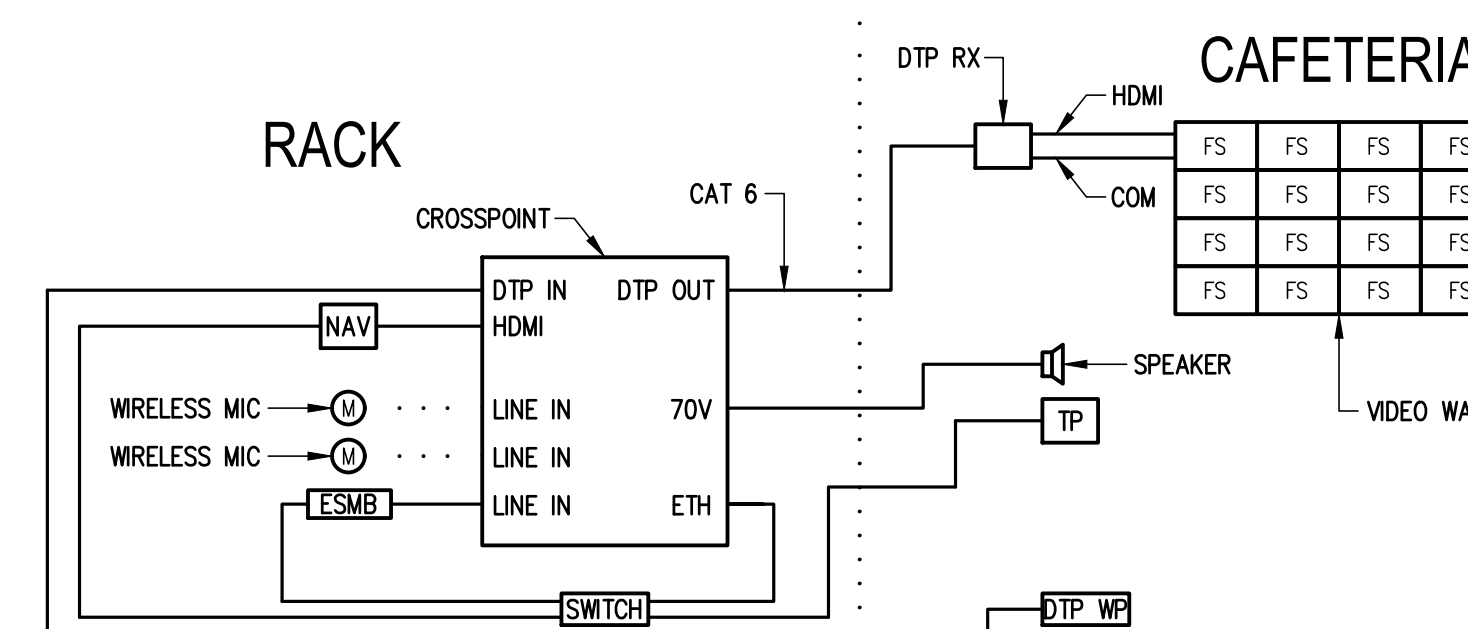
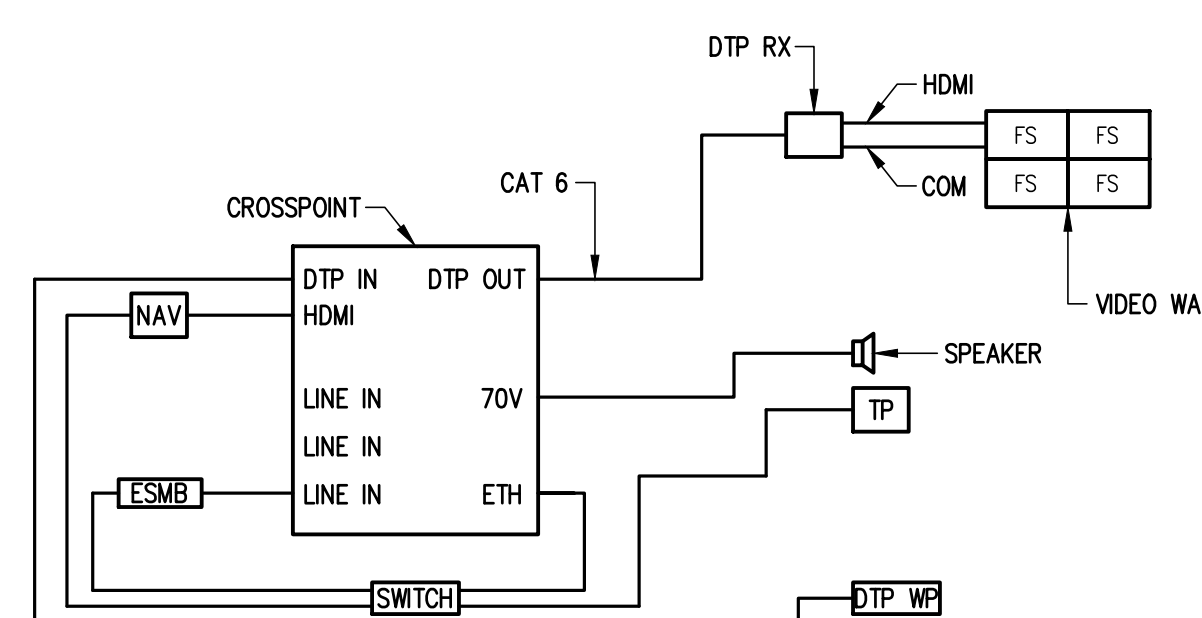
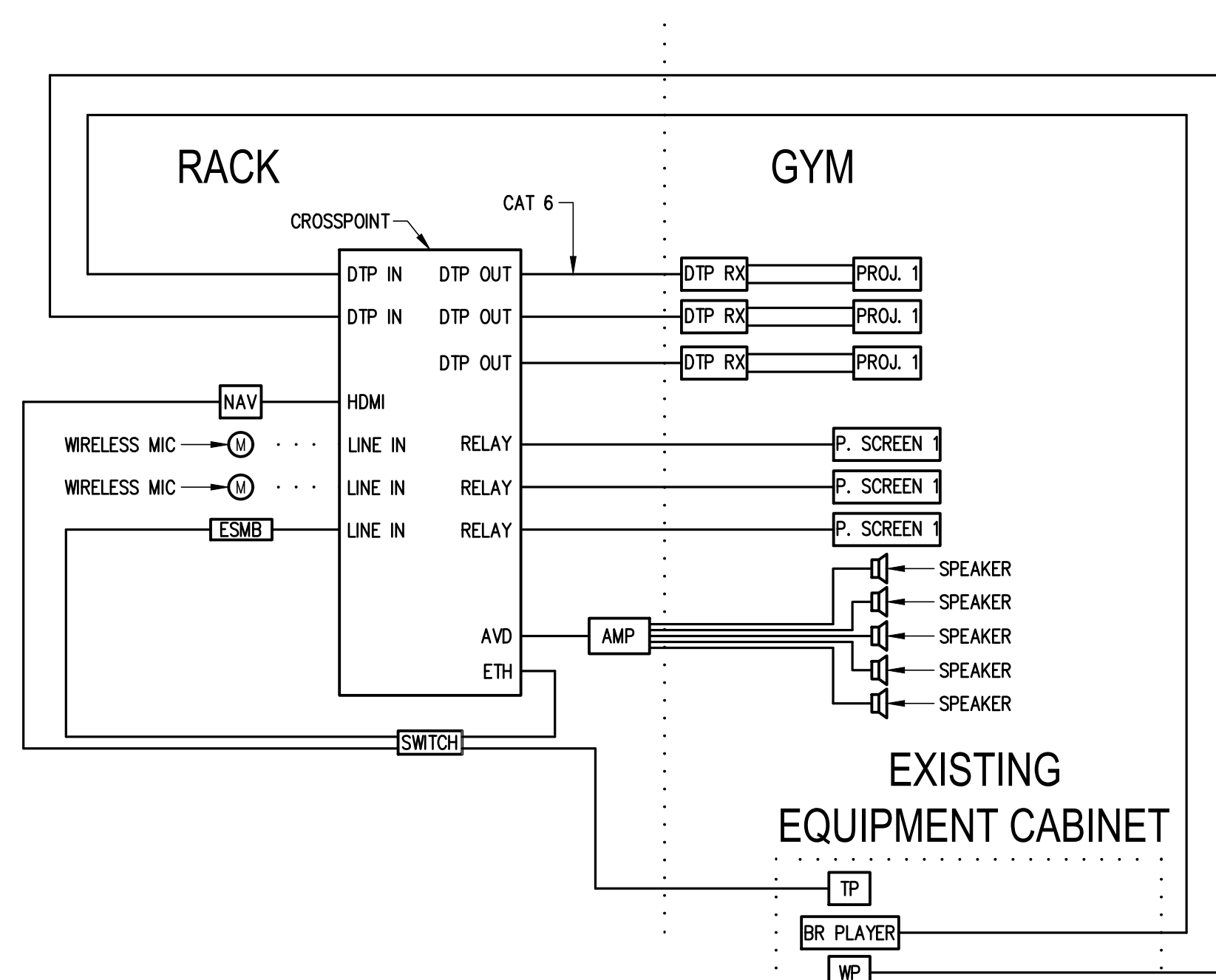
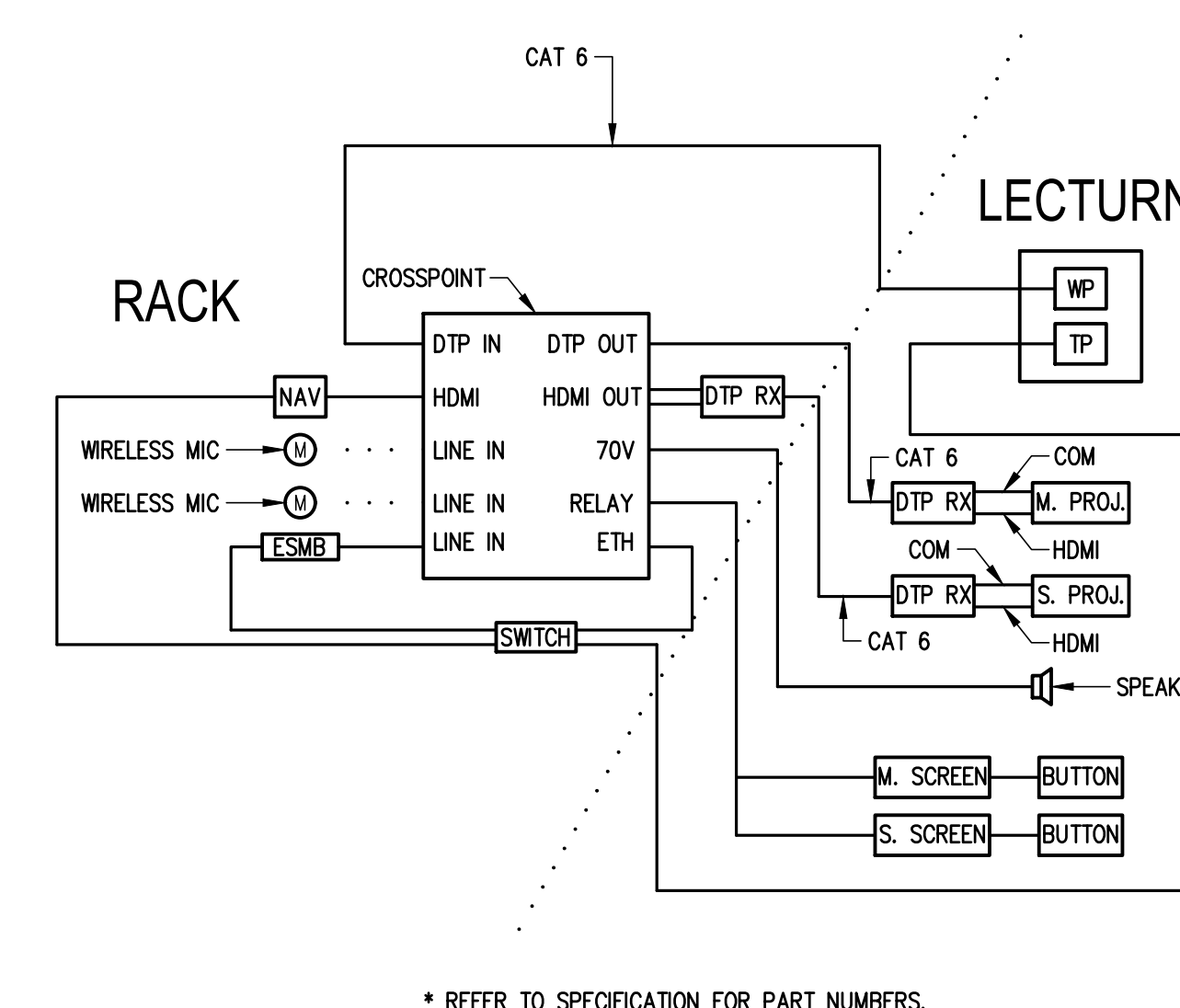
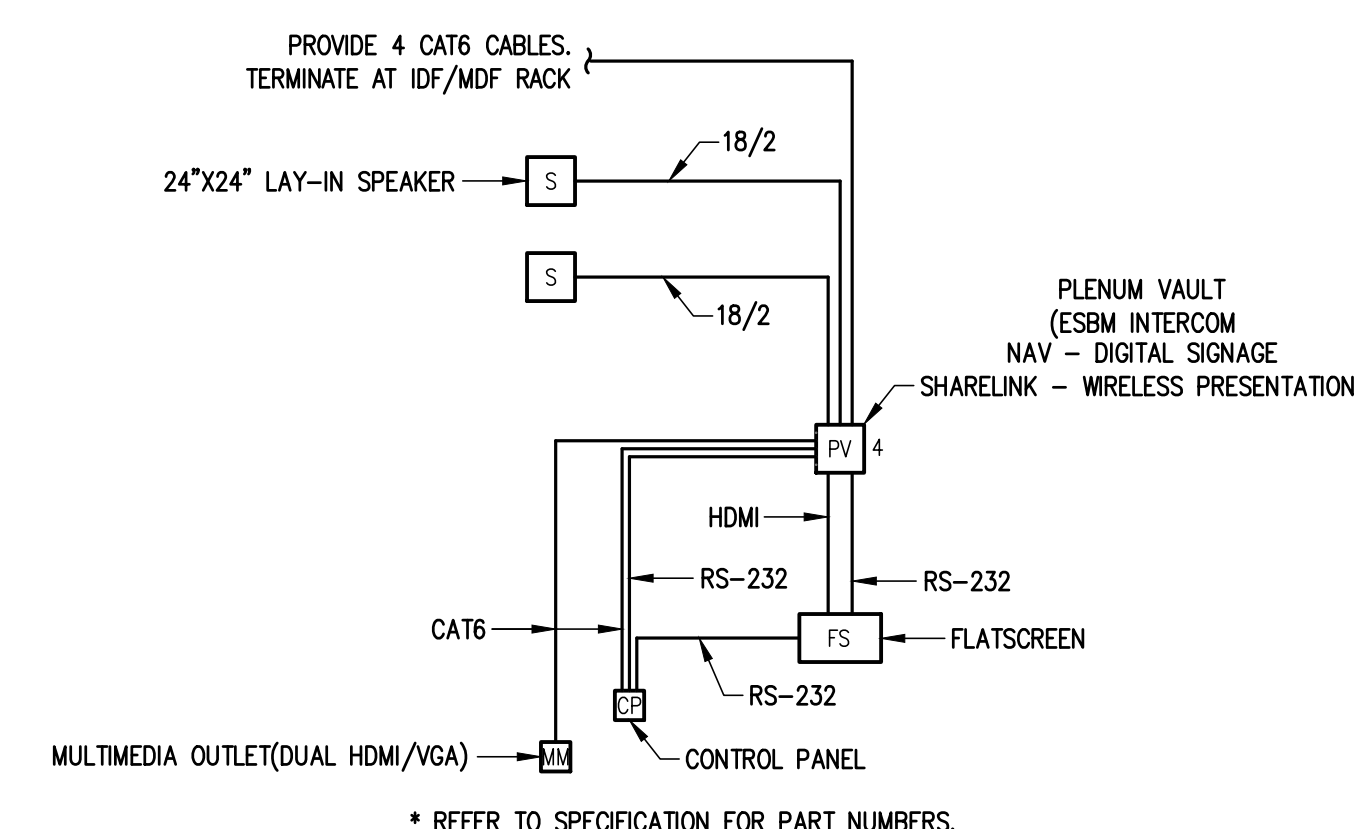
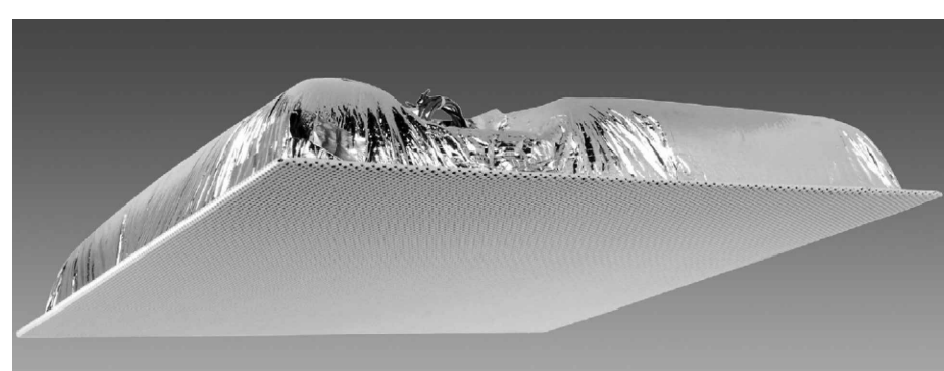
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Cover



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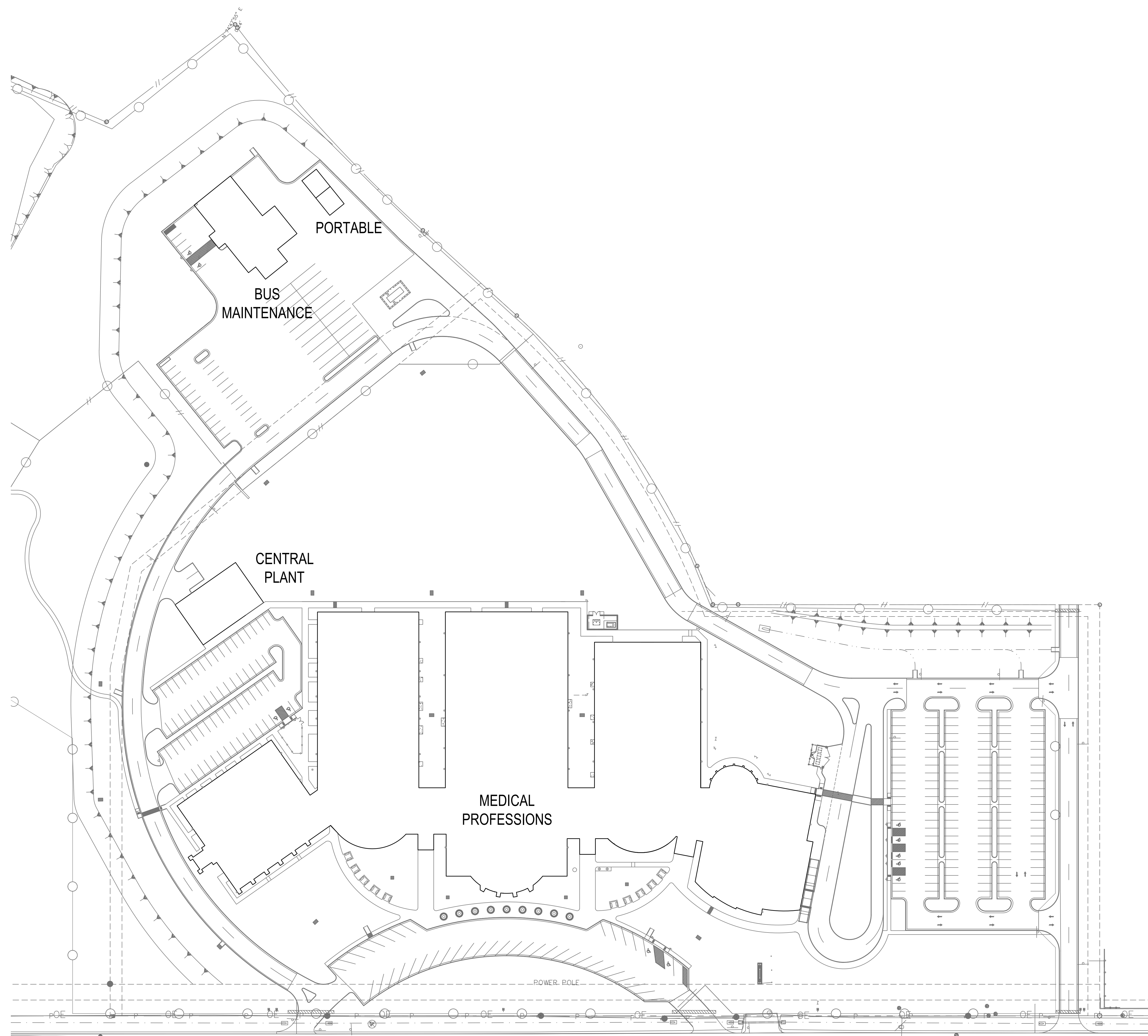
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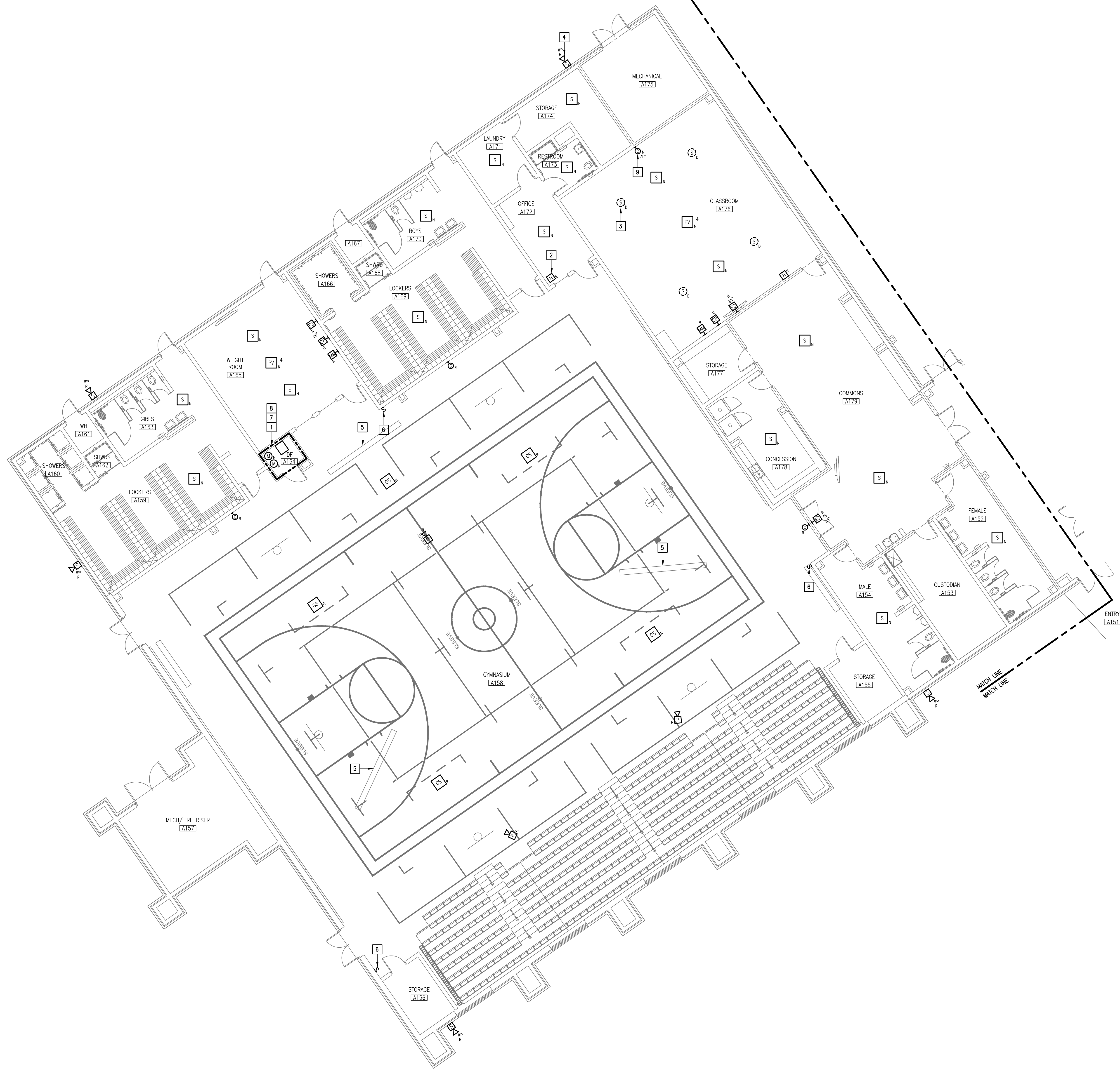


01 OVERALL SITE PLAN
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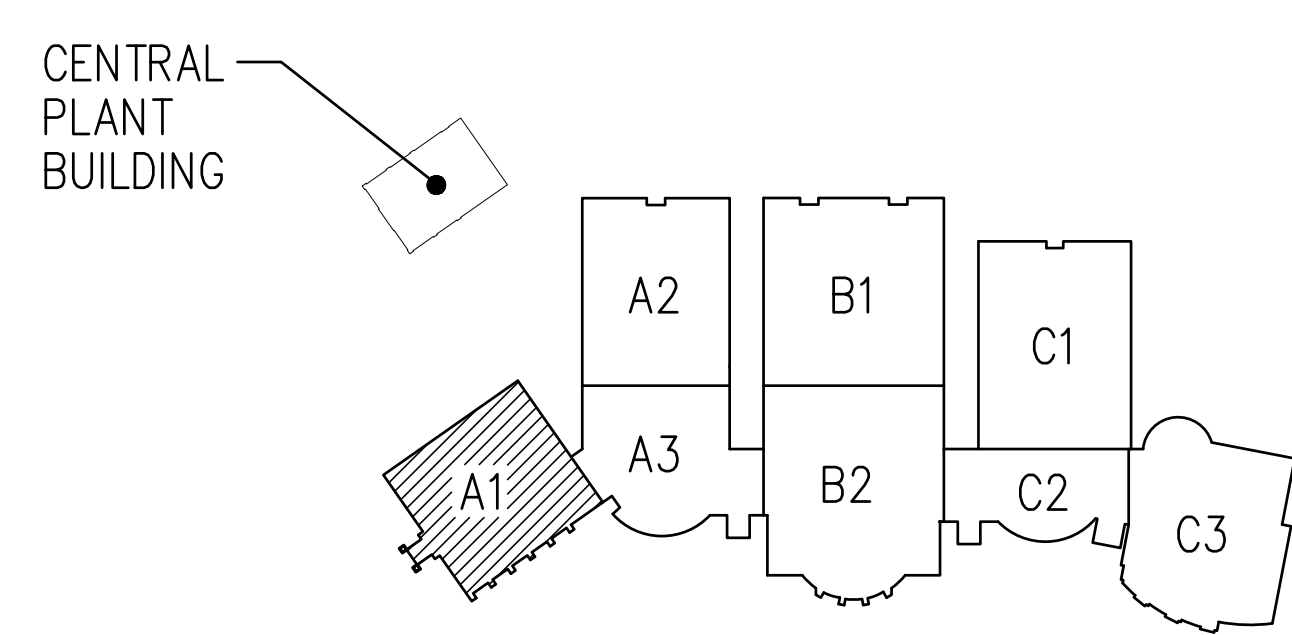
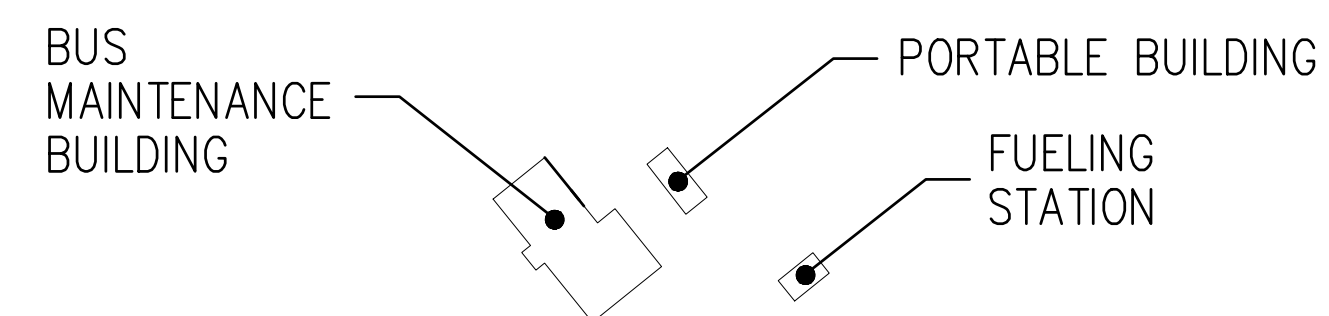
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- KEYED NOTES:
- 1 EXISTING IDF ROOM LOCATION.
 - 2 EXISTING CISCO I.P. PHONE TO BE INTEGRATED INTO NEW INTERCOM SYSTEM – TYPICAL.
 - 3 EXISTING INTERCOM DEVICE TO BE REMOVED – TYPICAL. PROVIDE NEW CEILING TILE. REFER TO ARCHITECTURAL SPECIFICATIONS.
 - 4 EXISTING EXTERIOR SPEAKER TO BE TO BE REMOVED AND REPLACED WITH NEW – TYPICAL.
 - 5 DISCONNECT, REMOVE AND REPLACE WITH NEW EXISTING PROJECTOR SCREEN.
 - 6 DISCONNECT, REMOVE AND REPLACE WITH NEW EXISTING PROJECTOR SCREEN SWITCH.
 - 7 RETAIN AND REUSE EXISTING SWITCHES FOR EQUIPMENT BEING REPLACED ONE FOR ONE. PROVIDE NEW SWITCHES TO CONNECT NEW/ADDITIONAL DEVICES.
 - 8 DISCONNECT, REMOVE, REPLACE EXISTING GYMNASIUM SOUND SYSTEM EQUIPMENT AND PROVIDE NEW.
 - 9 FIELD COORDINATE EXACT LOCATION TO ENSURE THERE ARE NO OBSTRUCTIONS. IF OBSTRUCTIONS EXIST, NEW LOCATION TO BE COORDINATED WITH OWNER.



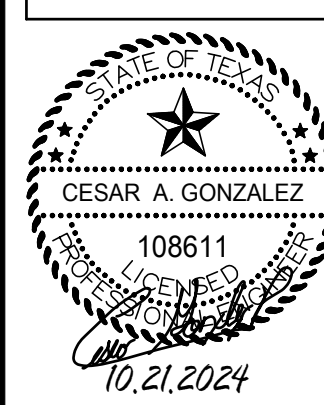
AREA "A1"
01 UNIFIED COMMUNICATIONS SYSTEM PLAN
SCALE: 1/8" = 1'-0"



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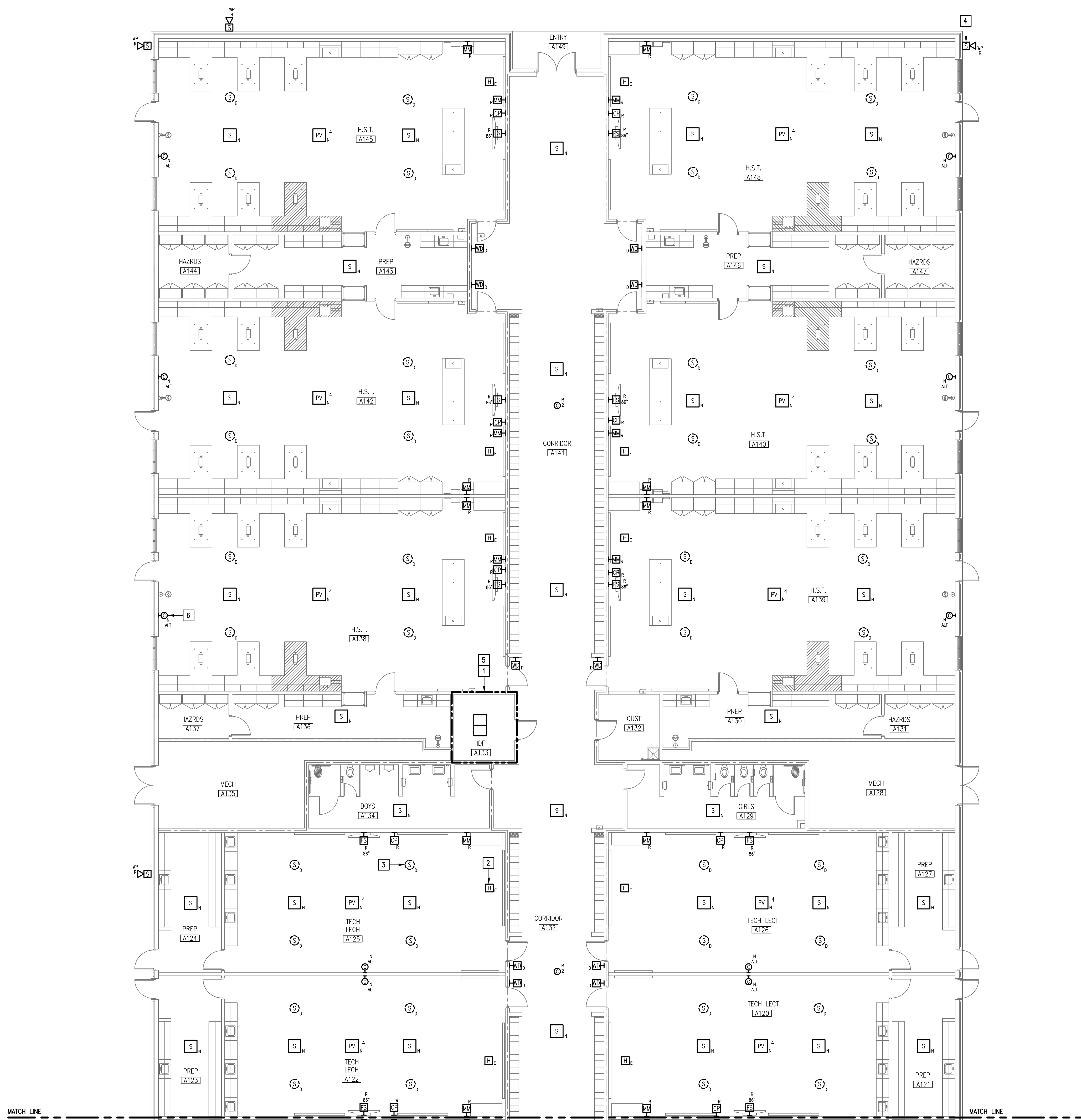


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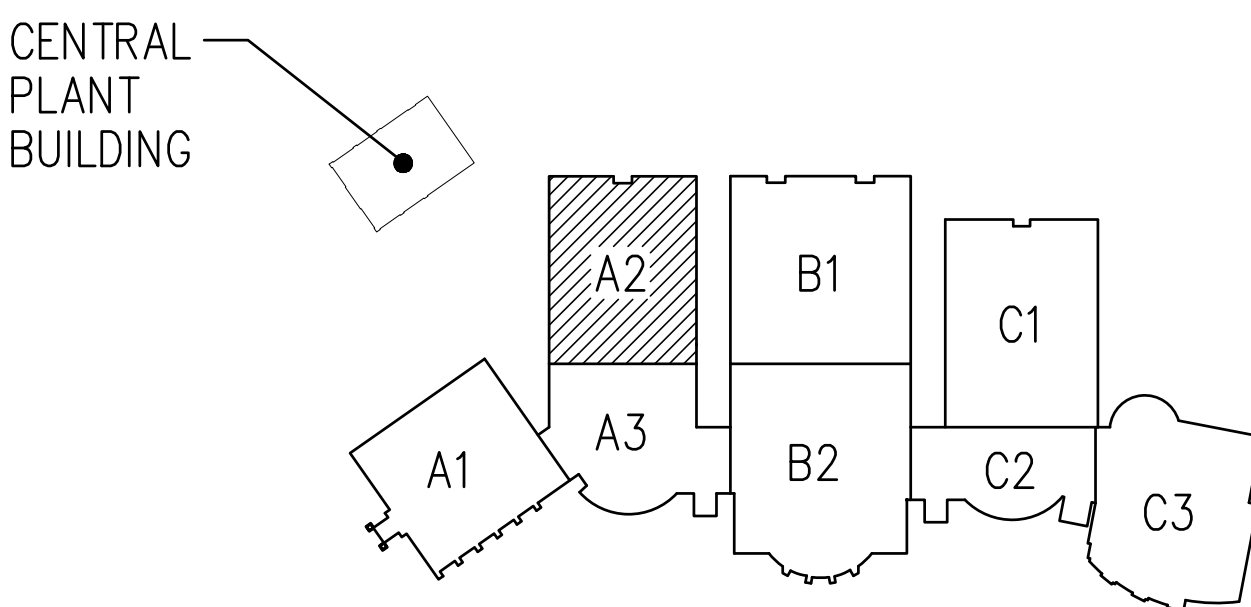


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- 2 EXISTING CISCO I.P. PHONE TO BE INTEGRATED INTO NEW INTERCOM SYSTEM - TYPICAL.
- 3 EXISTING INTERCOM DEVICE TO BE REMOVED - TYPICAL. PROVIDE NEW CEILING TILE. REFER TO ARCHITECTURAL SPECIFICATIONS.
- 4 EXISTING EXTERIOR SPEAKER TO BE TO BE REMOVED AND REPLACED WITH NEW - TYPICAL.
- 5 RETAIN AND REUSE EXISTING SWITCHES FOR EQUIPMENT BEING REPLACED ONE FOR ONE. PROVIDE NEW SWITCHES TO CONNECT NEW/ADDITIONAL DEVICES.
- 6 FIELD COORDINATE EXACT LOCATION TO ENSURE THERE ARE NO OBSTRUCTIONS. IF OBSTRUCTIONS EXIST, NEW LOCATION TO BE COORDINATED WITH OWNER - TYPICAL.

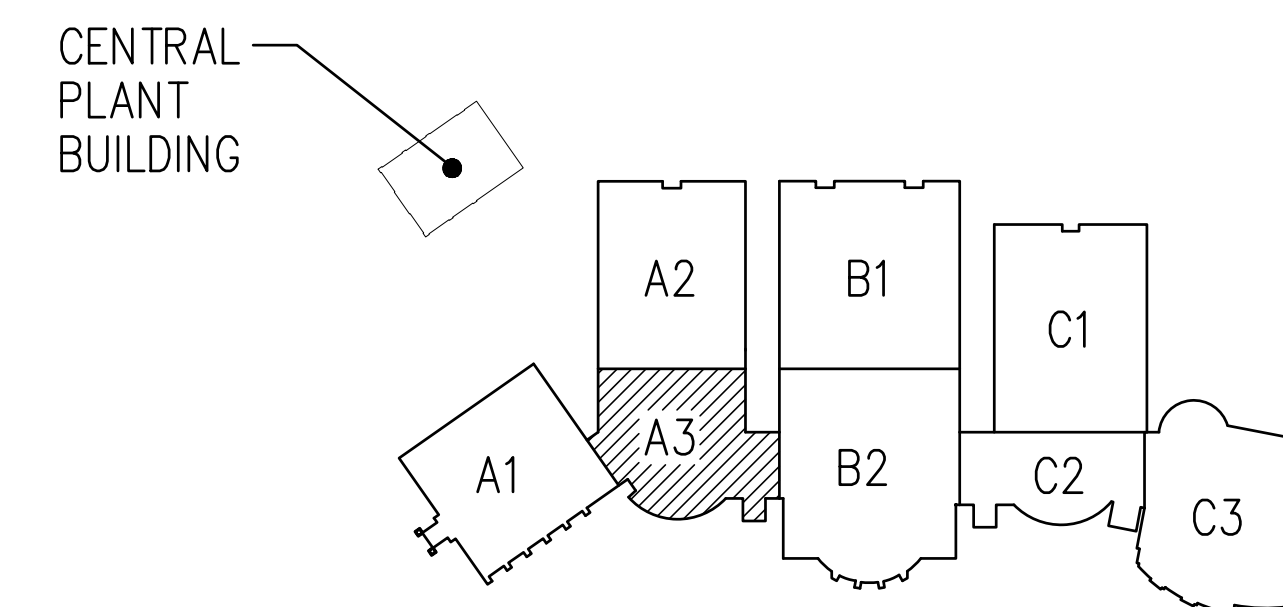
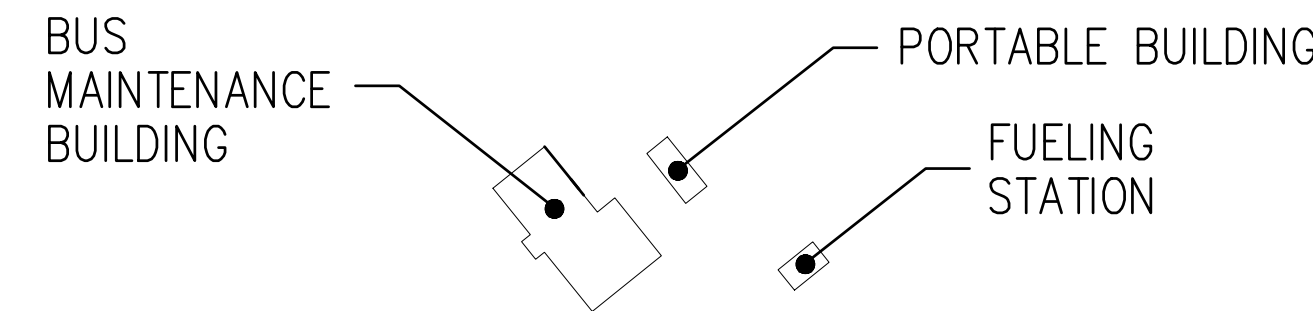
BUS MAINTENANCE BUILDING
PORTABLE BUILDING
FUELING STATION



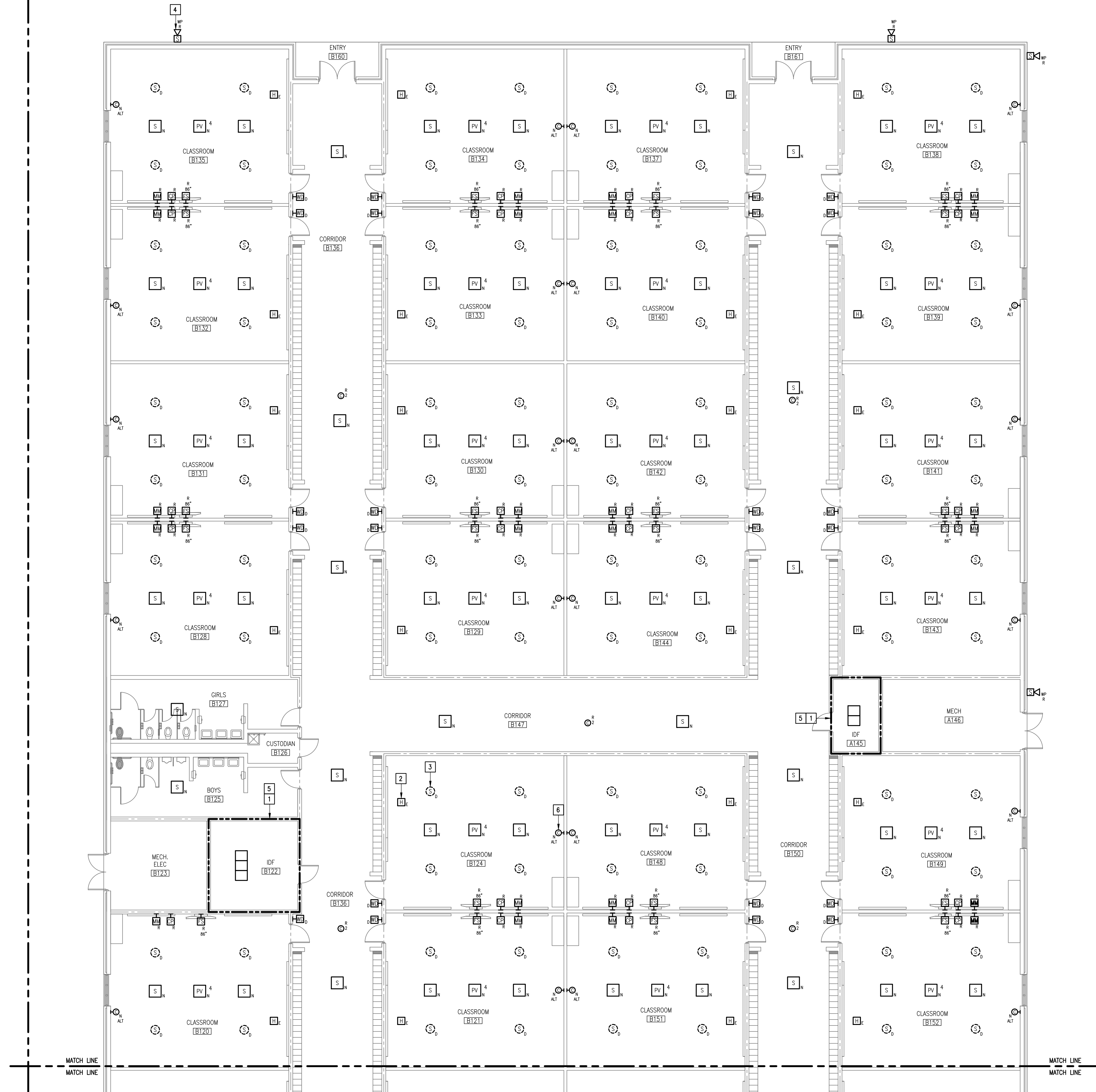
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- 1 EXISTING IDF ROOM LOCATION.
- 2 EXISTING OSSO I/P. PHONE TO BE INTEGRATED INTO NEW INTERCOM SYSTEM – TYPICAL.
- 3 EXISTING INTERCOM DEVICE TO BE REMOVED – TYPICAL. PROVIDE NEW CEILING TILE REFER TO ARCHITECTURAL SPECIFICATIONS.
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- 8 DISCONNECT, REMOVE, REPLACE EXISTING LECTURE HALL SOUND SYSTEM EQUIPMENT AND PROVIDE NEW.
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- 10 DISCONNECT, REMOVE, REPLACE EXISTING PODIUM.



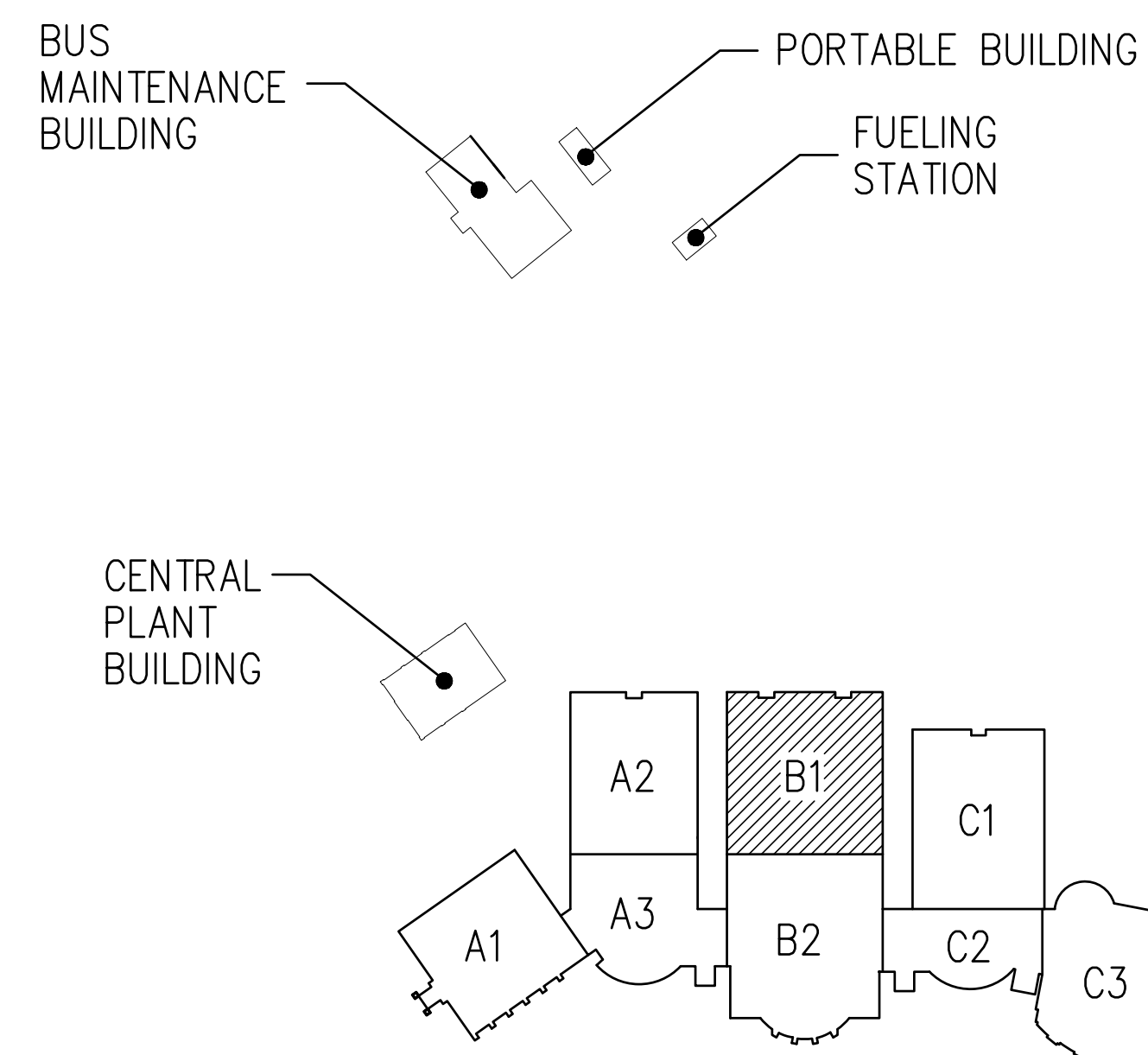
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AREA "B1"
01 UNIFIED COMMUNICATIONS SYSTEM PLAN
SCALE : 1/8" = 1'-0"



- KEYED NOTES:**
- 1 EXISTING IDF ROOM LOCATION.
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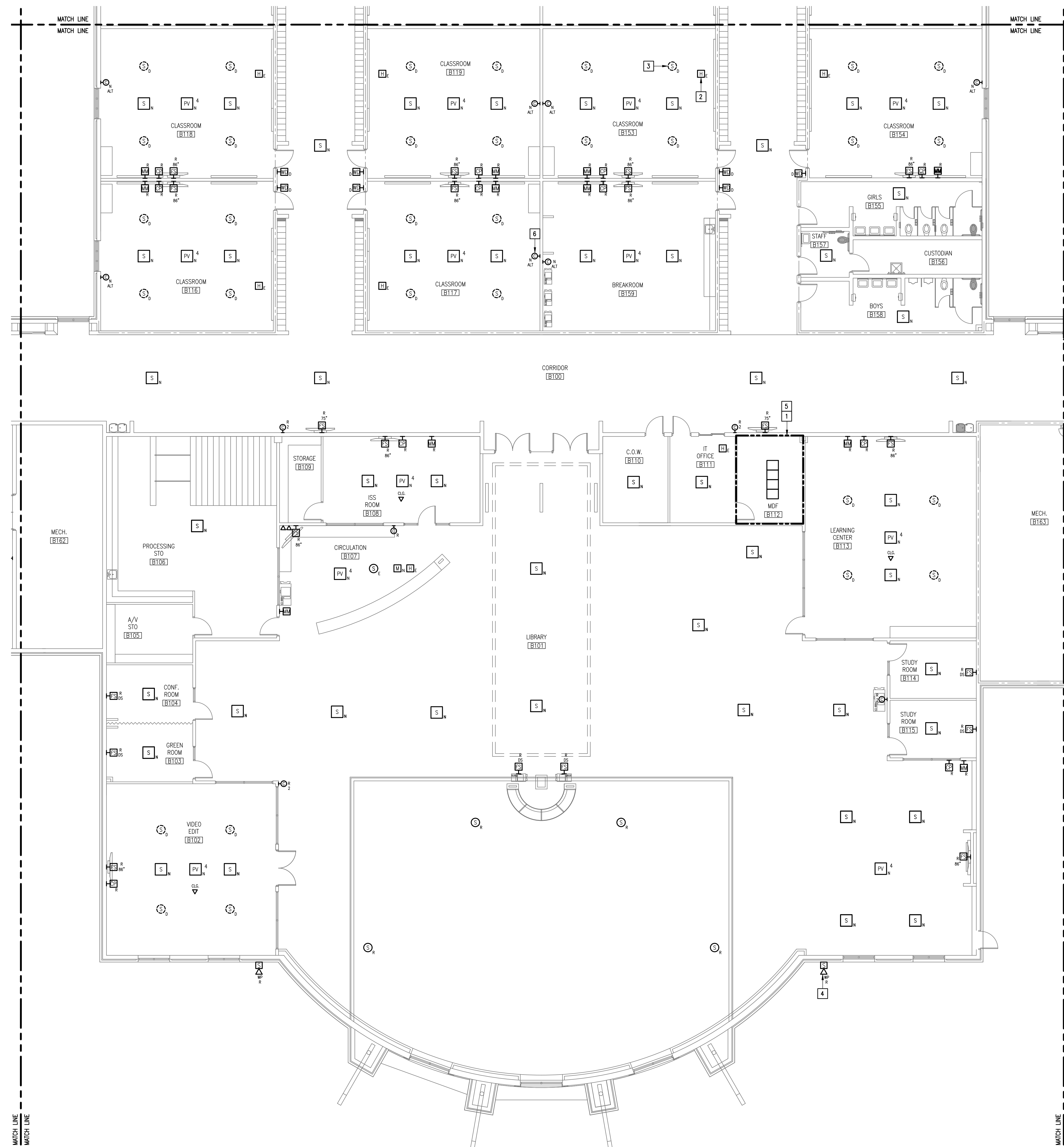
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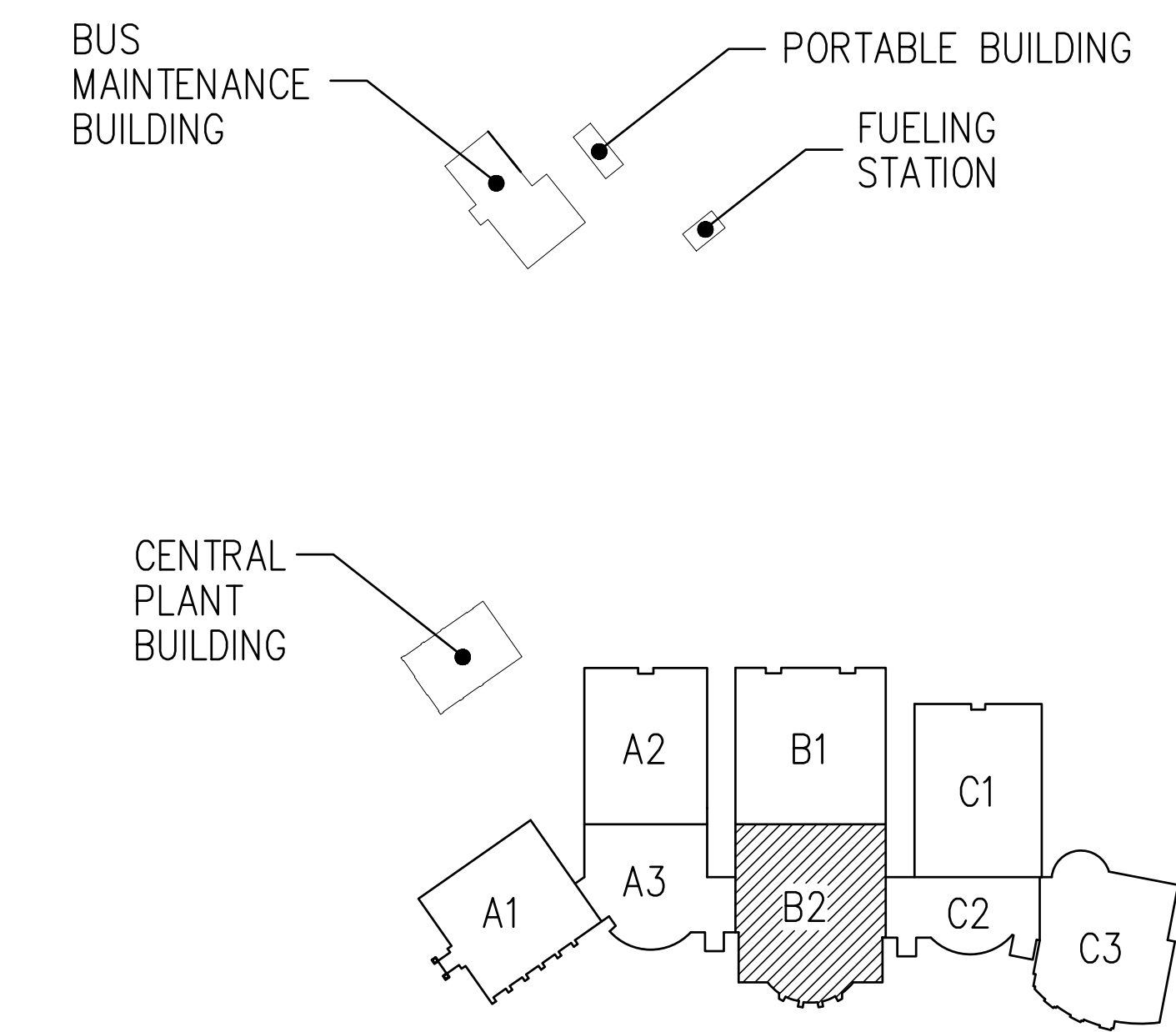
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01 AREA "B2"
UNIFIED COMMUNICATIONS SYSTEM PLAN
SCALE: 1/8" = 1'-0"



- KEYED NOTES:**
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Brownsville
Texas, 78526
(956) 546-0110
Fax (956) 546-0196

MEDICAL PROFESSIONS AV PROJECT 2024-25

OLMITO, TEXAS

© Copyright 2024
Gomez Mendez Saenz Inc.
Architects-Planners

Date: OCTOBER 21, 2024
Scale: As Noted
Project Architect:
Drawn By: David Mendez, AIA
Job No: J.M.
Sheet: 24x60

1128 SOUTH COMMERCE ST.
HARLINGEN, TX
PHONE: (956) 225-5463
TEXAS REGISTERED
ENGINEERING FIRM
F-15968

E3.05

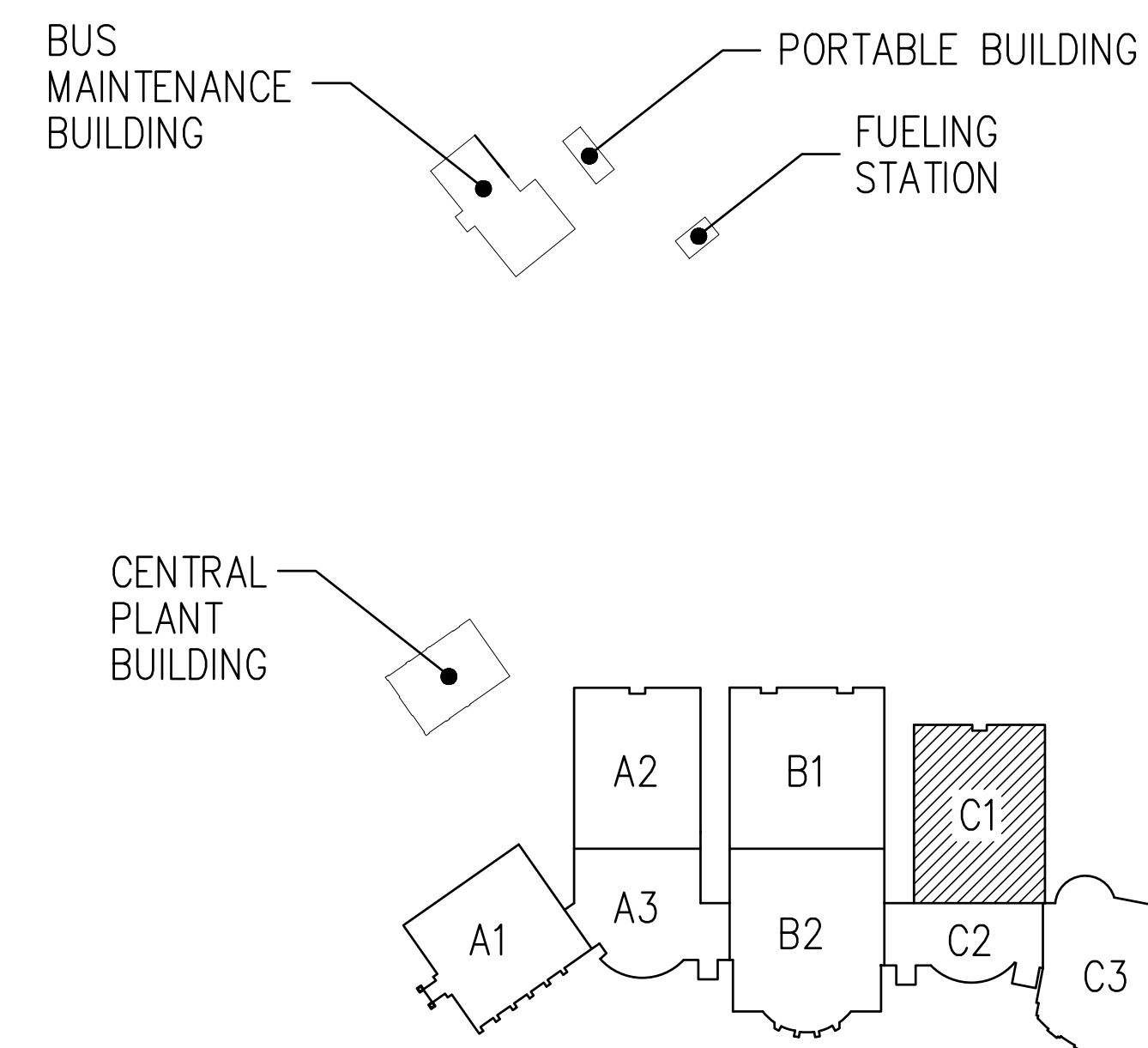
MEDICAL PROFESSIONS AV PROJECT 2024-25

OLMITO, TEXAS

© Copyright 2024 Gomez Mendez Saenz Inc. Architects-Planners	
Date:	OCTOBER 21, 2024
Scale:	As Noted
Project Architect:	David Mendez, AIA
Drawn By:	J.M.
Job No.	24v69
Sheet:	

E3.06

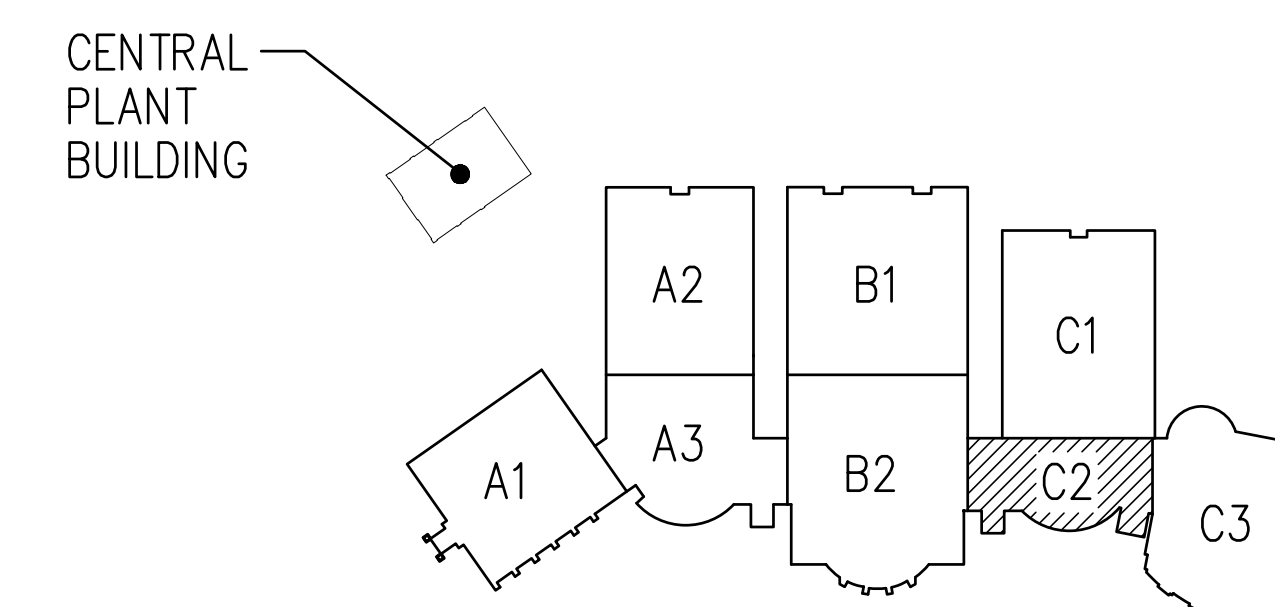
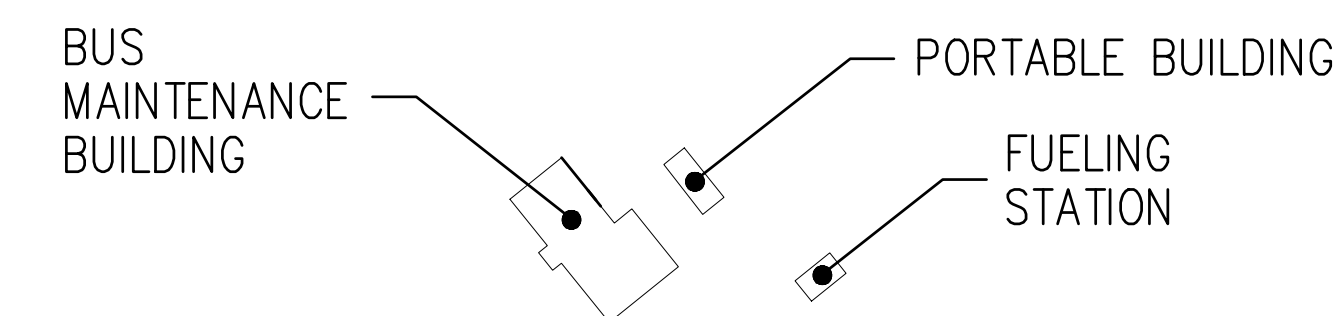
- 1 EXISTING IDF ROOM LOCATION.
- 2 EXISTING CISCO I.P. PHONE TO BE INTEGRATED INTO INTERCOM SYSTEM - TYPICAL.
- 3 EXISTING INTERCOM DEVICE TO BE REMOVED - TYPICAL. PROVIDE NEW CEILING TILE REFER TO ARCHITECTURAL SPECIFICATIONS.
- 4 EXISTING EXTERIOR SPEAKER TO BE TO BE REMOVED AND REPLACED WITH NEW TYPICAL.
- 5 RETAIN AND REUSE EXISTING SWITCHES FOR EQUIPMENT BEING REPLACED ONE FOR ONE. PROVIDE NEW SWITCHES TO CONNECT NEW/ADDITIONAL DEVICES.
- 6 FIELD COORDINATE EXACT LOCATION TO ENSURE THERE ARE NO OBSTRUCTIONS IF OBSTRUCTIONS EXIST, NEW LOCATION TO BE COORDINATED WITH OWNER TYPICAL.



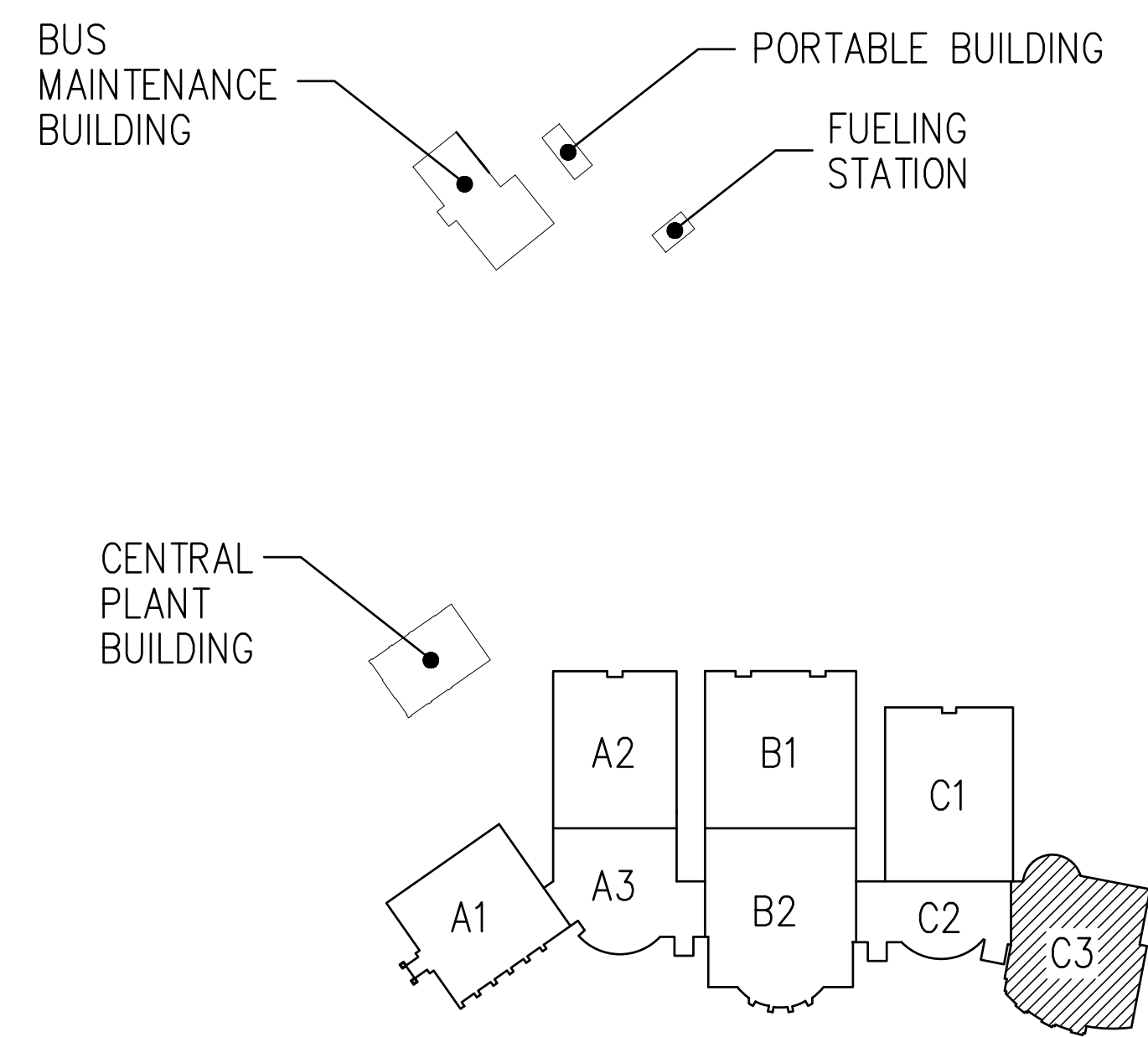
NORTH

E3.07

- 1 EXISTING IDF ROOM LOCATION.
- 2 EXISTING CISCO I.P. PHONE TO BE INTEGRATED INTO INTERCOM SYSTEM – TYPICAL.
- 3 EXISTING EXTERIOR SPEAKER TO BE TO BE REMOVED AND REPLACED WITH NEW – TYPICAL.
- 4 RETAIN AND REUSE EXISTING SWITCHES FOR EQUIPMENT BEING REPLACED ONE FOR ONE. PROVIDE NEW SWITCHES TO CONNECT NEW/ADDITIONAL DEVICES.




NORTH CAROLINA STATE UNIVERSITY



1126 SOUTH COMMERCE ST.
HARLINGEN, TX
PHONE: 956-230-3435
TEXAS REGISTERED
ENGINEERING FIRM
E.15008

No.	REVISIONS	BY



GMS ARCHITECTS

1150 Paredes Line Rd.
Brownsville
Texas, 78526
(956) 546-0110
Fax (956) 546-0196

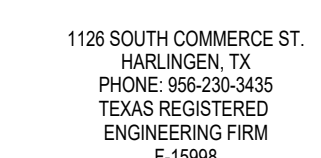
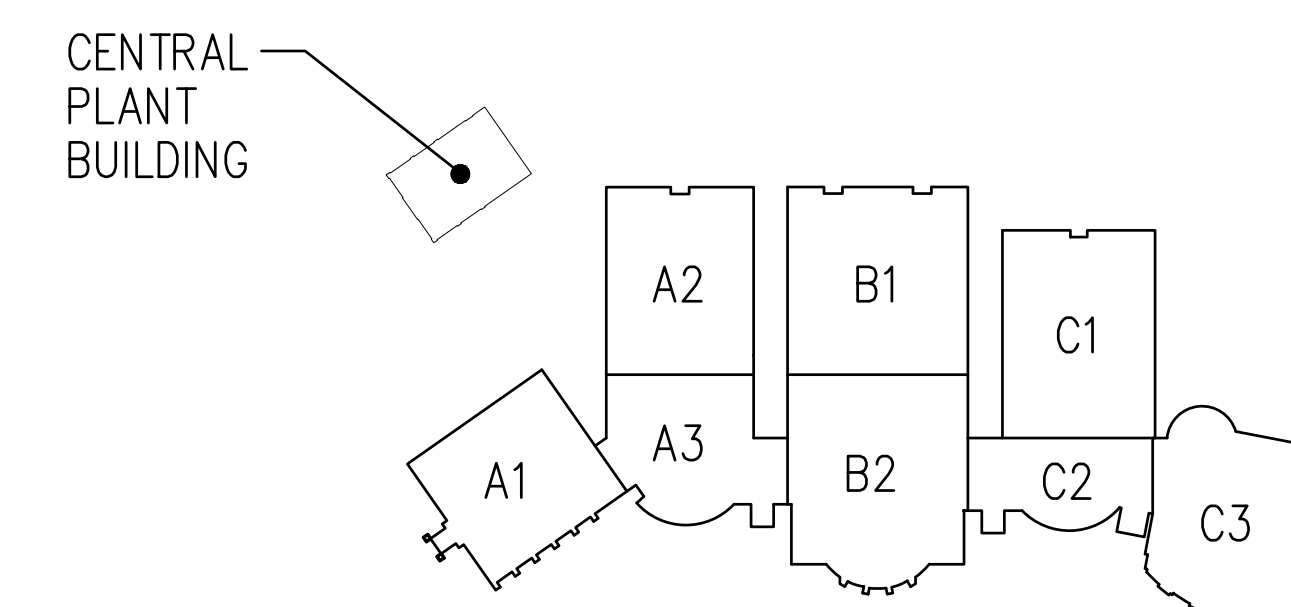
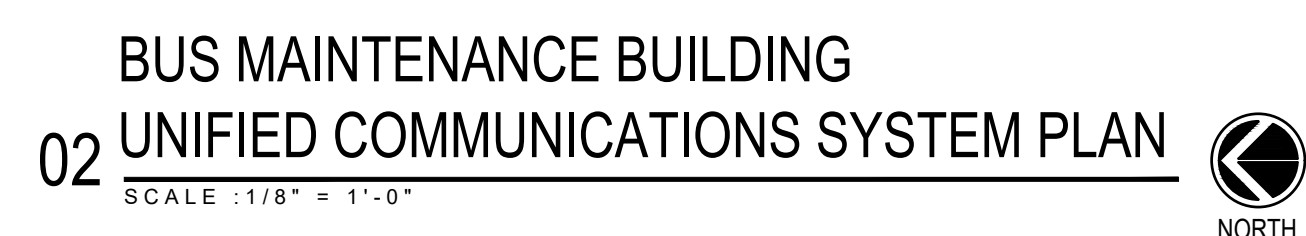
MEDICAL PROFESSIONS AV PROJECT 2024-25

OLMITO, TEXAS

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Date:	OCTOBER 21, 2024
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Drawn By:	J.M.
Job No.	24v69
Sheet:	

E3.08

E3.09





Vendor Application

Vendor Identification:

Name of Company/Firm: _____

Vendor DBA, if appropriate: _____

Tax ID No. _____

List any Cooperative contracts such as EPCNT, TIPS, Buy Board, etc.

Goods and Services Provided:

Vendor Contact Information:

Vendor Mailing Address: _____

Vendor Remit Address: (if different from mailing address)

Vendor Phone Number: _____

Vendor Fax Number: _____

Vendor Website URL: _____

Vendor Email Address: (for distribution of Purchase Orders)

I hereby certify that the above information is true and correct. I further certify that I am an authorized representative of this vendor.

Vendor Authorized Representative (Print Name)

Title

Vendor Authorized Representative (Signature)

Date

Please note that completing and submitting this form does not mean you are approved to do business with South Texas ISD. Upon receipt and approval of these form, you will be entered into the district's vendor files.

According to Board approved District policy, only Purchasing Department personnel are authorized to make commitments to purchase for South Texas ISD. South Texas ISD, therefore, assumes no liability for payment obligations except those authorized by a properly executed purchase order issued by the Purchasing Department.

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number												
				-				-				
or												
Employer identification number												

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
------------------	--------------------------	------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



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Vendor Certifications
Agreement Funded by U.S. Federal Grant

1. Felony Conviction Notification

Texas Education Agency Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." This notice is not required of a publicly-held corporation, but the company representative must check off a selection below (A, B, or C).

Initial where applicable.

- ☐ A. My company is a publicly-held corporation; therefore, this reporting requirement is not applicable
- ☐ B. My company is not owned nor operated by anyone who has been convicted of a felony
- ☐ C. My company is owned and operated by the following individual(s) who has/have been convicted of a felony:
Name of Felon(s): _____
Details of Conviction(s): _____

2. Criminal History Record Information Review of Certain Contract Employees

By signing below, the Bidder agrees to comply with Section 22.0834. Criminal History Record Information Review of Certain Contract Employees, Texas Education Code if awarded a contract through this solicitation. The undersigned Bidder, if awarded a contract, shall obtain criminal history record information through the criminal history clearinghouse as provided by Section 411.0845, Government Code relating to an employee or applicant who has or will have continuing duties related to the contracted services; and the employee or applicant has or will have direct contact with students. The Bidder agrees to certify of the receipt of criminal history record information before or immediately after employing or securing the services of the employee or applicant that has or will have continuing duties related to the contracted services if the employee or applicant has or will have direct contact with students. The Bidder further agrees that if awarded a contract, shall assume all expenses associated with the criminal background check and shall immediately remove any employee or agent who was convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law, from District property or the location where students are present.

- ☐ None of my employees and any of my subcontractors has or will have continuing duties related to the contracted services; and has or will have direct contact with students. I further certify that my company has taken precautions or imposed conditions to ensure that my employees and any subcontractor will not have continuing duties related to the contracted services; and will not have direct contact with students throughout the term of the Contract.

OR

- ☐ Some or all of my employees and/or my subcontractors will have continuing duties related to the contracted services; and will have direct contact with students. I further certify that:

3. Debarment and Suspension

By signing below Contractor certifies that neither it nor its principals are currently listed on the government-wide exclusions in SAM as debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Contractor further agrees to immediately notify the District if he/she is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

4. Confidential/Copyrighted Information

By signing below, the Contractor agrees, if a bid is, or parts of bid is confidential, the Contractor has specified by stamping in bold letters the term "**CONFIDENTIAL**" on all or the confidential part of the bid. The bid may be considered public information even though all or parts are marked confidential. Furthermore, Contractor agrees a copyrighted bid is unacceptable and will be disqualified as unresponsive.



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5. Declaration of Business Location- TEC 44.031(b)(8)

By signing below, Bidder certifies the Bidder's or the Bidder's ultimate parent company or majority owner:

☐ A. Has its principal place of business in the State of Texas; **OR**

☐ B. Employs at least 500 persons in the State of Texas; **OR**

☐ C. Principal place of business is not in the State of Texas: _____
(City, State)

6. Owner(s) Name of Business

By signing below, Bidder certifies the owner(s) name of the business submitting bid is/are: (Please print name(s) below. If not applicable, please indicate N/A)

_____	_____
_____	_____
_____	_____
_____	_____

7. Delinquent Taxpayers

In accordance with law, the District shall not enter a contract or other transaction with a person indebted to the District, nor shall the District award a contract to or enter into a transaction with an apparent low bidder or successful proposer indebted to the District.

☐ I am not a delinquent taxpayer to South Texas ISD

☐ I am a delinquent taxpayer to South Texas ISD (Your bid may be disqualified if your debt is not cleared prior to award.)

8. Texas Historically Underutilized Businesses (HUB)- TEC 44.031(b)(6) or Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firm

Contractor certifies the Bidder's company is HUB certified with the State of Texas.

☐ I am an active certified HUB vendor. HUB expiration date: _____

☐ Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms

☐ I am neither.

9. Buy American Provisions

By signing below, Contractor certifies that Contractor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

10. Prohibition on Contracts with Companies Boycotting Israel- HB89

By signing below, pursuant to Texas Government Code, Chapter 2270, {Vendor} represents and warrants to the District that {Vendor} does not boycott Israel and will not boycott Israel during the term of This Agreement.

11. Non Collusion Statement

By signing below, {Proposer} certifies and represents to South Texas ISD that {Proposer} has not offered, conferred, or agreed to confer any pecuniary benefit, as defined by Section 1.07(a)(6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this proposal; the {Proposer} also certifies and represents that



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Vendor Certifications

Agreement Funded by U.S. Federal Grant

Proposer} has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this proposal; the {Proposer} certifies and represents that Proposer has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the South Texas School District concerning this proposal on the basis of any consideration not authorized by law; the Proposer also certifies and represents that Proposer has not received any information not available to other proposers so as to give the undersigned an advantage with respect to this proposal; the {Proposer} further certifies and represents that {Proposer} has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Proposer will not in the future, offer, confer, or agree to confer any pecuniary benefit or other thing of value of any officer, trustee, agent or employee of the South Texas Independent School District in return for the person having exercised the person's official discretion, power or duty with respect to this proposal; the Proposer certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any office, trustee, agent or employee of the South Texas Independent School District in connection with information regarding this proposal, the submission of this proposal, the award of this proposal or the performance, delivery or sale pursuant to this proposal; the {Proposer} certifies that the Proposer has not prepared this proposal and will not prepare any future proposals arising from this Request for Proposal (RFP) in collusion with any other respondent, and that the content of any future proposals arising out of this RFP will not be communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the District's selection of a contractor for this RFP.

12. Prohibition on Contracts with Companies Engaged with Iran, Sudan or Foreign Terrorist Organization- SB252

By signing below, {Vendor} hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, the government of Iran, the government of Sudan, or a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

13. Applicable to Grants, Subgrants, Cooperative Contracts, and Contracts Exceeding \$100,000 in Federal Funds

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

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

14. Equal Employment Opportunity

In fulfilling its obligations under the Agreement, Proposer shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

15. Rights to Inventions Made Under a Contract or Agreement



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Agreement Funded by U.S. Federal Grant

To the extent that the Agreement requires the performance of experimental, developmental or research work, Proposer agrees that the District shall have rights in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the District from which received financial assistance to carry out the work contemplated by the Agreement.

16. Clean Air Act (42 U.S.C. § 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), as amended

In the event that the fees payable to Proposer under the Agreement exceed \$100,000, Proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251 et seq.). Violations shall be reported to the Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

17. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)

In the event that the fees payable to Proposer under the Agreement exceed \$100,000, Proposer shall file the certification required under 31 U.S.C. § 1352. Each tier shall certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures shall be forwarded from tier to tier up to the Proposer.

18. Access to Records

Proposer agrees that the Inspector General of the District or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Proposer that are directly pertinent to Proposer's discharge of its obligations under the Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

19. Applicability to Selected Vendors

Proposer agrees that all contracts it awards pursuant to the Agreement shall be bound by the foregoing terms and conditions.

I, the undersigned agent for the firm named below, certify that the information stated above has been reviewed by me and the information furnished is true to the best of my knowledge.

Vendor Name: _____

Address, City, State, Zip Code: _____

Phone Number: _____

Printed Name of Authorized Representative: _____

Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____



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Phone: 956.565.2454

Web: www.stisd.net

7001 E. Expressway 83, Mercedes, TX 78570

ACH Vendor Direct Deposit Form

Section 1: Payee Information (all information is REQUIRED)			
Payee Name		TIN/EIN or SS#	
Payment Address	City	State	Zip Code
Accounting/ACH Contact Name			
Email Address for Remittance Advice *Required*		Phone Number	

Section 2: Financial Institution Information (all information is REQUIRED)			
Financial Institution Name			
Financial Institution Address	City	State	Zip Code
Routing Transit Number**	Customer Account Number	Type of Account	
		Checking	Savings

** Please provide the 9 digit bank routing number from a check. The routing number from a deposit slip is invalid.

Submit a copy of voided check or bank verification with this form.

Section 3: Authorization for Direct Deposit Setup (REQUIRED)
I (we) hereby authorize South Texas Independent School District, hereinafter to initiate automatic credit entries, and if necessary, to initiate automatic debit entries for adjustments for any credit entries in error to my (our) account identified below, and the financial institution named below to credit and/or debit the same to such account, for payment of goods and/or services.
This authorization is to remain in full force and effect until South Texas Independent School District has received written notification of its termination in such manner as to afford South Texas ISD and the Financial Institution a reasonable opportunity to act on it.

Authorized Signature	Printed Name	Date

****NOTE** This form will not be processed unless we receive the voided check and/or bank verification letter.**

Rev. 02/2024



Criminal History Record Information for Contracted Services

CONFIDENTIAL

The Texas Education Code Section 22.0834 authorizes the District to obtain criminal history information on an employee of, or applicant for employment by, a person that contracts with the District to provide services if: the employee or applicant has or will have continuing duties related to the contracted services and the duties are or will be performed on school property or at another location where students are regularly present.

The information requested below is necessary to obtain criminal history record information.

Vendor Name: _____

Campus/Department Originating Contract: _____

Last Name: _____ First Name _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Sex: () Male () Female

Ethnicity: () Black () White/Other

I hereby authorize the South Texas Independent School District to obtain from any law enforcement agency or criminal justice agency all criminal history record information that relates to me.

Note to Contractors: The information you are providing about age, sex, and ethnicity will not be used to determine eligibility for award of a contract but will be used solely for the purpose of obtaining criminal history record information.

Signature

Date