



Dutch Fork Elementary School
Fire Alarm Replacement
Project # 2026-019



168 Laurelhurst Avenue
Columbia, SC 29210
(803) 252-6919

www.gwainc.net



September 26, 2025

GWA 24225

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AIA® Document A312® - 2010

Payment Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal
place of business)

OWNER:
(Name, legal status and address)

School District 5 of Lexington and Richland Counties
1020 Dutch Fork Road, Irmo, SC 29063

CONSTRUCTION CONTRACT

Date:
Amount: \$
Description:
(Name and location)

BOND

Date:
(Not earlier than Construction Contract Date)

Amount: \$
Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)

SURETY
Company: (Corporate Seal)

Signature: _____
Name and
Title:

Signature: _____
Name and
Title:

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other
party:)

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

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

SURETY

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

AIA® Document A312® – 2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal
place of business)

OWNER:
(Name, legal status and address)

School District Five of Lexington and Richland Counties
1020 Dutch Fork Road, Irmo, SC 29063

CONSTRUCTION CONTRACT

Date:
Amount: \$
Description:
(Name and location)

BOND

Date:
(Not earlier than Construction Contract Date)

Amount: \$
Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)

SURETY
Company: (Corporate Seal)

Signature: _____
Name and
Title:

Signature: _____
Name and
Title:

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

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

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to

the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____

Signature: _____

Name and Title: _____

Address: _____

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)

School District Five of Lexington and
Richland Counties
1020 Dutch Fork Road, Irmo, SC 29063

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

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

Dutch Fork Elementary School Fire Alarm Replacement
7900 Broad River Road, Irmo, SC 29063

Replacement of the existing fire alarm system with a new fire alarm system, to include
voice evacuation, at the existing Dutch Fork Elementary School.

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

GWA, Inc. Electrical Engineers
168 Laurelhurst Ave., Columbia, SC 29210

The Owner and Contractor agree as follows.

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

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

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

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

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
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- 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:

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

Not later than 180 (One Hundred Eighty) calendar days from the date of commencement of the Work.

By the following date:

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

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

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

ARTICLE 4 CONTRACT SUM

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

§ 4.2 Alternates

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

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

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

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

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

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

§ 4.4 Unit prices, if any:

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

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

§ 4.5 Liquidated damages, if any:

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

§ 4.6 Other:

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

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

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

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

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

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

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

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

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

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

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

§ 5.1.7 Retainage

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

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

§ 5.1.7.1.1 The following items are not subject to retainage:

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

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

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

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

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

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

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

§ 5.2 Final Payment

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

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

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

§ 5.3 Interest

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

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

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

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

§ 6.2 Binding Dispute Resolution

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

(Check the appropriate box.)

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

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner’s representative:

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

§ 8.3 The Contractor’s representative:

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

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

§ 8.5 Insurance and Bonds

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

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

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with 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
See Exhibit A		

.6 Specifications

Section	Title	Date	Pages
See Exhibit B			

.7 Addenda, if any:

Number	Date	Pages
N/A		

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

.8 Other Exhibits:

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

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

The Sustainability Plan:

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

[] Supplementary and other Conditions of the Contract:

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

.9 Other documents, if any, listed below:

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

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

OWNER *(Signature)*

CONTRACTOR *(Signature)*

(Printed name and title)

(Printed name and title)

AIA® Document A101® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the day of
in the year

(In words, indicate day, month and year.)

for the following **PROJECT:**

(Name and location or address)

Dutch Fork Elementary School Fire Alarm Replacement
7900 Brod River Road, Irmo, SC 29063

THE OWNER:

(Name, legal status and address)

School District Five of Lexington and Richland Counties
1020 Dutch Fork Road, Irmo, SC 29063

THE CONTRACTOR:

(Name, legal status and address)

TABLE OF ARTICLES

- A.1 GENERAL
- A.2 OWNER'S INSURANCE
- A.3 CONTRACTOR'S INSURANCE AND BONDS
- A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

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

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

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

§ A.2.2 Liability Insurance

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

ADDITIONS AND DELETIONS:

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

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

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

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§ A.2.3 Required Property Insurance

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

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

Causes of Loss	Sub-Limit
----------------	-----------

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

Coverage	Sub-Limit
----------	-----------

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

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

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

§ A.2.3.3 Insurance for Existing Structures

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

§ A.2.4 Optional Extended Property Insurance.

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

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

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

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

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

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

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

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

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

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

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

- § A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach,

including costs of investigating a potential or actual breach of confidential or private information.
(Indicate applicable limits of coverage or other conditions in the fill point below.)

[] **§ A.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

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

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

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

§ A.3.2 Contractor's Required Insurance Coverage

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

§ A.3.2.2 Commercial General Liability

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

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

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

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

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

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

§ A.3.2.5 Workers' Compensation at statutory limits.

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

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

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

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

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

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

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

§ A.3.3 Contractor's Other Insurance Coverage

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

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

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

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

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

- [] **§ A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.

- [] **§ A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

- [] **§ A.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

- [] **§ A.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

- [] **§ A.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

Limits

§ A.3.4 Performance Bond and Payment Bond

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

(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	100% of contract amount
Performance Bond	100% of contract amount

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

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

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

A101 Exhibit A – Drawings

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F301 Building Code Analysis

F302 Building Code Analysis Continued

E001 Fire Alarm Symbols, Schedules, and Details

E002 Fire Alarm Riser Diagram and Details

EDF01 Part A, D, F, and G Fire Demolition Plan

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EDF03 Part C Fire Alarm Demolition Plan

EDF04 Part E Fire Alarm Demolition Plan

EF01 Part A, D, F, and G Fire Replacement Plan

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EF03 Part C Fire Alarm Replacement Plan

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AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Dutch Fork Elementary School Fire Alarm Replacement
7900 Broad River Road, Irmo, SC 29063

THE OWNER:

(Name, legal status and address)

School District Five of Lexington and Richland Counties
1020 Dutch Fork Road, Irmo, SC 29063

THE ARCHITECT:

(Name, legal status and address)

GWA, Inc. Electrical Engineers
168 Laurelhurst Ave., Columbia, SC
29210

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12	UNCOVERING AND CORRECTION OF WORK
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14	TERMINATION OR SUSPENSION OF THE CONTRACT
15	CLAIMS AND DISPUTES

ADDITIONS AND DELETIONS:

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

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

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

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

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

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

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

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

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

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

§ 11.2 Owner's Insurance

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

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

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

§ 11.3 Waivers of Subrogation

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

premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

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

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

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

§ 11.5 Adjustment and Settlement of Insured Loss

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents,

any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

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

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

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

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

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

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

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

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

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

- 3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

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

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

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

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

§ 15.2 Initial Decision

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

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

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

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

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

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

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

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

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

§ 15.3 Mediation

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

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

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

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

§ 15.4 Arbitration

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

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

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

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

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations

to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

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

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

REQUIRED FORMS SCHEDULE

The following AIA forms, latest edition, shall be used, as applicable, by the successful bidder/contractor as required by these contract documents.

Successful bidder/contractor is cautioned that AIA forms are copyrighted and require that only originals purchased from AIA, or agents thereof, will be accepted.

G701 – Change Order

G702 - Application and Certificate for Payment

G703 - Continuation Sheet

G706 - Contractor's Affidavit of Payment of Debts and Claims

G706A - Contractor's Affidavit of Release of Liens

G707 - Consent of Surety Company to Final Payment

G714 - Construction Change Directive

G715 - Supplemental Attachment for Acord Certificate of Insurance 25-S (7/90)

G805 - List of Subcontractors

Dutch Fork Elementary School Fire Alarm Replacement

SECTION 01 00 10

GENERAL REQUIREMENTS

PART 1 – GENERAL

1.1 OWNER

- A. The Owner of the Project is School District Five of Lexington and Richland Counties.

1.2 ARCHITECT/ENGINEER

- A. The A/E of the Project is GWA, Inc., Electrical Engineers.

1.3 SCOPE OF WORK

- A. The project consists of the replacement of an existing fire alarm system.
- B. Provide all labor, equipment, material, and operations required for complete, safe and operational system, as required in accordance with drawings and specifications and subject to the terms and conditions of the contract.
- C. The work includes:
 - 1. Complete replacement of existing fire alarm system;
 - 2. Demolition of existing fire alarm system, including disposal of all materials removed;
- D. Refer to the following sections for additional requirements:
 - 1. Section 26 05 00, Electrical General

1.4 SITE VISIT

- A. Bidders are strongly encouraged to visit the site prior to bidding to inspect the site. All visitors are required to check in at the front office of the school.

1.5 CONTRACT TIME

- A. Contractor shall complete all work including check-out, adjustment, and third-party inspections in one hundred and eighty (180) calendar days. The Contract Time, as defined in the General Conditions, shall begin to run on the date specified as date of commencement in the Notice to Proceed.

1.6 CONTRACTOR'S USE OF PREMISES

- A. Generally limit use of premises to areas indicated on drawings.
- B. All Contractor employees, whether owner-employed or contracted, shall maintain a standard of dress acceptable to the Owner at all times while on state property. Contractor shall ensure that all personnel wear shoes, full-length trousers and shirts. Shorts and "tank tops" are not permitted.
- C. Contractor shall provide visible identification for all workers on the Project.
- D. Fraternalization between Contractor's employees and students is strictly prohibited.
- E. All tobacco products are prohibited on school property.

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- F. Contractor's personnel may not stand on Owner's furniture or chairs, nor use Owner's property in any manner for which is not intended.
 - G. Computer Equipment: Do not disconnect or move any computer equipment without permission from the Owner. If required, computer equipment will be moved by the Owner.
 - H. Contractor's personnel shall not use Owner's supplies, equipment, property, et al.
 - I. Provide, at no extra cost to the Owner, plastic sheeting or other suitable protection for furniture and other room contents. Coordinate with Owner to schedule this work with Owner's cleaning program and routine maintenance as required. Control dust by cleaning at frequent intervals.
 - J. Work shall be done after school hours which are defined as 3:00PM to 7:00AM Monday through Friday, on weekends, and school holidays.
 - K. Traffic Control: The Contractor shall determine requirements and provide all traffic control and safety measures as directed by the Owner and any other applicable jurisdictions. Ensure that traffic flow and construction operations are coordinated and that neither is obstructed by the other. Provide all required permits, signs, barriers, signals and personnel to accomplish safe and efficient operations.
 - L. Contractor shall clean work areas each day so that classes and school activities can continue seamlessly the following day.
- 1.7 FEES, PERMITS AND LICENSES
- A. Fees for permits and licenses are included. Deliver permits and certificates to the Architect.
- 1.8 PROGRESS PAYMENTS
- A. Contractor shall submit a schedule of values for approval by the A/E prior to the submittal of the first application for payment. In addition to labor and material costs broken down into 'checkable' work areas acceptable to the A/E, the schedule shall also include line items for bonds, allowance, third-party inspections, AHJ (authority having jurisdiction – Office of School Facilities' (OSF) and Office of the State Fire Marshal's (OSFM)) inspections, closeout documents, training, and demolition of existing fire alarm system.
 - B. Contractor shall submit one *original* and one electronic copy of payment requests on AIA forms G702 and G703 to the Architect. Include updated progress schedule with monthly request for payment.
 - C. Approved amounts of pay requests received by the Architect on the first of the month will be paid by the Owner by the end of the same month.
- 1.9 BASE BID AND ALLOWANCE
- A. Base Bid is for all work included in bid documents, including allowance.
 - B. Include \$20,000.00 in Base Bid as an allowance for use as directed by Architect. Unused balance of allowance will be credited back to Owner by Change Order at Substantial Completion.
 - C. Allowance is to be used only as directed by A/E and requires an approved Allowance Draw before contractor can proceed with any work charged against Allowance. Note: Allowance may

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be used to firestop existing penetrations when and if discovered by Contractor. If firestopping of existing penetrations is required, Contractor shall notify A/E who will observe the penetration, then Contractor shall price firestopping, an allowance draw will be processed, and the work can proceed.

1.10 CHANGE ORDERS

- A. Change Order Forms: AIA Form G701

1.11 CONFERENCES

- A. A/E will schedule a pre-construction conference after Notice of Intent to Award and prior to start of construction. A/E, Owner's Representative, Contractor's Project Manager and Contractor's Project Superintendent shall attend along with others at Owner's and Contractor's discretion.

1.12 PROJECT MANAGEMENT

- A. The Contractor and appropriate subcontractors shall attend regularly scheduled progress and work review meetings with the Architect and Owner's representatives, such meetings to be arranged to suit those concerned at Project start. Allow in bid for weekly meetings.
- B. An experienced superintendent shall be continuously in attendance on the job during all phases of construction to coordinate and supervise the work. The Contractor shall not change or replace the job superintendent without the express permission of the Owner.
- C. Contractor shall submit schedule of work for entire project, updated prior to progress meetings, to identify work areas which require access during working hours.

1.13 CONSTRUCTION SEQUENCE

- A. The Contractor is cautioned that the building will be occupied during the construction period. This contractor shall cooperate in all respects with District staff to carry out the work with minimum disruption of both the owner's requirements and construction of the project.
- B. Any specific phasing requirements will be determined at the pre-construction conference.

1.14 REQUESTS FOR PRIOR APPROVAL

- A. No substitutions shall be made unless approved in writing by the District. Requests for written approval to substitute materials or equipment considered by the Contractor as equal to those specified must have been submitted electronically to D5bids@lexrich5.org no later than the deadline for questions and substitutions listed on Page 1 of the Solicitation. Please provide the manufacturer's published description, catalog, or other descriptive document, explaining in detail, exactly what is being proposed. The District shall reserve the exclusive right to determine products and/or services which are approved as equal to those specified in the solicitation. Substitution Requests must be pre-approved by the District. Substitution requests must be accompanied by samples, descriptive literature, and engineering information as necessary to fully identify and allow appraisal of the product.
- B. Approval by the District to use materials and/or equipment, if granted, will be issued via an amendment posted at the following web address:
<https://www.lexrich5.org/departments/office-of-finance/purchasing/solicitations-and-awards> . All bidders requesting the bid package will be sent copies of all amendments. Approved substitutions may be used at Contractor's option. No substitutions will be allowed, nor will an

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increase in Contract be allowed (for using materials specified) if substitutions have been requested after the deadline for questions and substitution requests.

- C. Refer to the following sections for additional requirements:
 - 1. Section 26 05 00, Electrical General, 1.14

1.15 SUBMITTALS (SHOP DRAWINGS)

- A. Prior to submittal of shop drawings to the Architect, the Contractor shall review and approve shop drawings. Shop drawings which have not been reviewed and approved in writing by the Contractor will not be reviewed by the Engineer. Contractor shall state in writing on shop drawings, any proposed deviations from contract documents. Such deviations, if not stated in shop drawings submittal, shall be the sole responsibility of the Contractor.
- B. Refer to the following sections for required submittals and additional requirements:
 - 1. Section 26 05 00, Electrical General, 1.15

1.16 QUALITY ASSURANCE/CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply fully with manufacturers' instructions.
- C. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- D. Protect all installed work from damage.
- E. Cost of repairing damage to buildings, building contents, and site during construction and corrective period resulting from this work is a part of this contract.
- F. Ceiling tiles damaged during construction shall be replaced in accordance with Cutting and Patching section.
- G. Owner will contract the services of a state-approved electrical inspector for inspection services on this project to comply with the requirements of the IBC 2021 codes. Contractor shall coordinate inspections with Owner and third-party inspector as directed by Owner.
 - 1. Required third-party inspections include but are not limited to substantial and final completion.

1.17 CUTTING AND PATCHING

- A. Refer to Section 26 05 00.
- B. Provide all cutting and patching of walls, floors, partitions, ceilings, etc. required for proper installation of new system and demolition of existing system.
- C. Provide patching and painting to match the existing finish of the building. Paint type, brand and color shall be in accordance with Owner's painting standards.
- D. Do not cut joists, beams, girders, columns, or other structural members without written permission from Owner.

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- E. Relocation of existing conduit, equipment, wiring, etc. as required for installation of new system is included in this work. Perform all work in accordance with specifications for new work of the particular type involved.
- F. Ceiling tiles damaged during construction, including tiles which have had devices removed or relocated, shall be replaced. To supply tiles for replacement, Contractor shall remove existing tiles entirely from a room or rooms to use as replacement. Provide new tiles in these rooms. Existing tiles removed and not reused for replacement shall be boxed and turned over to the Owner. Contractor shall provide replacement tiles as necessary. District will provide manufacturer's information on ceiling tiles if available. Do not use District stock.

1.18 EXCAVATING AND BACKFILLING

- A. Refer to Section 26 05 00.
- B. Provide under this contract all excavating and backfilling required for the installation of electrical work.
- C. Contractor shall notify Engineer prior to backfilling. Do not begin backfilling until Owner's representative has observed the work. Excavations shall be filled as soon as possible and not left open for prolonged periods.
- D. Provide safety (warning) barricades around all open trenches and holes before leaving unattended. Do not leave exposed wiring in a trench unattended.
- E. Backfilled shall be done in layers of 6 inches fill, wetted down and tamped for each consecutive layer up to grade to a compaction of at least 95 percent of AASHTO T-99-49 Proctor Curve.
- F. Whenever trenches have not been properly filled, or if settlement occurs, they shall be refilled, smoothed off and finally made to conform to the surface of the ground. Backfilling shall be carefully performed and the original surface restored to original conditions to the full satisfaction of the Engineer.

1.19 TEMPORARY TOILET/ELECTRICITY/WATER SERVICE

- A. Contractor may use existing utilities. Contractor shall use power and water conservatively.
- B. Contractor may use Owner's toilet facilities as designated and approved by Owner. Contractor shall keep such places clean and shall be responsible for any damage done by Contractor's workers. Failure to maintain satisfactory condition will deprive Contractor of the privilege to use Owner's facilities.

1.20 PARKING

- A. Park vehicles only in areas authorized by Owner. Contractor shall lock/secure all vehicles.

1.21 SIGNAGE

- A. Site signage for contractor advertising is not permitted.

1.22 SECURITY

- A. Provide security and facilities to protect Work and Owner's operations from unauthorized entry, vandalism, or theft.

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1.23 PROGRESS CLEANING

- A. Provide an adequate number of waste receptacles at work site.
- B. Remove all food, organic debris, waste materials and rubbish daily.
- C. Contractor shall provide all equipment required to maintain site in a clean and orderly condition. Contractor shall not use any of the Owner's supplies or equipment.

1.24 SAFETY PRECAUTIONS

- A. Provide all warning signs, barriers, covers, rails, safety belts, and other appurtenances required to protect workmen, the public, residents, and Owner's personnel in the vicinity of the Project. Comply with requirements of the Occupational Safety and Health Act, municipal and insurance regulations, and reasonable standards of good practice.
- B. There is no asbestos anticipated, however, if asbestos is suspected, do not disturb. Contact Owner via the A/E and Owner will abate asbestos. Proceed with work in this area only after asbestos abatement.

1.25 DEMOLITION

- A. Refer to Section 26 05 10.

1.26 TRANSPORTATION, HANDLING, STORAGE, AND PROTECTIONS

- A. Transport, handle, store and protect products in strict accordance with manufacturer's instructions.
- B. Contractor is cautioned that space at the site is extremely limited. Coordinate with Owner for storage and laydown areas and allow in bid for material and equipment storage off site.
- C. Limited on-site laydown storage area may be available, but contractor is responsible for security.
- D. Protect installed work.

1.27 PENETRATIONS AND FIRESTOPPING

- A. All penetrations through walls, floor, partitions and the like shall be sealed tight.
- B. Where conduits, piping and similar systems pass through fire-rated walls and/or floors, provide a UL-listed through-penetration assembly with fire rating equal to wall or floor penetrated. Materials shall be by 3M Company or equal. Each assembly shall be specific to the penetrating device, e.g., single conduit, multiple conduits, busway, etc. and shall be specific to the wall or floor construction penetrated, e.g., concrete, gypsum board on wall studs, etc. Install assemblies in accordance with material manufacturer's instructions and UL Building Materials Directory, latest edition.
- C. Refer to Section 26 05 00 for additional requirements.

1.28 SEISMIC RESTRAINTS

- A. Provide seismic restraint of new systems and equipment as required by 2021 International Building Code (IBC).

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- B. Refer to Section 26 05 00 for additional requirements.

1.29 EQUIPMENT FOUNDATIONS AND MOUNTING

- A. Provide all required mounting, devices, hardware, supplementary steel and other materials to mount equipment. Mountings shall be secured to structure and seismically braced to comply with codes. Where additional structural members such as columns, beams, and the like are required to mount equipment, they shall be provided at no additional cost to the owner.
- B. Refer to Section 26 05 00 for additional requirements.

1.30 FINAL CLEANING

- A. Remove debris, waste, surplus materials, rubbish, and construction facilities from the site.
- B. Execute final cleaning prior to final construction observation visit by Architect.

1.31 CLOSEOUT PROCEDURES/RECORD DOCUMENTS

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected by Contractor and is complete in accordance with Contract Documents and ready for A/E's review.
- B. Operation and Maintenance (O&M) Manuals:
 - 1. Provide one (1) hard copy manual, bound in a 3-ring binder of good quality, with stiff vinyl or cloth front and back, and one (1) electronic PDF copy.
 - 2. Include one (1) hardcopy and one (1) electronic set of approved shop drawings.
 - 3. Include maintenance instructions for all items, including name and address of supplier and name, address, and telephone number of person(s) to contact for service, and all testing and warranty information.
 - 4. Combine all closeout documents and record drawings and provide one electronic copy (.pdf format).
 - 5. Deliver to Architect prior to completion of the project.
- C. Contractor shall maintain on the job site one complete set of A/E drawings for this project. All changes authorized by the Architect and/or the Owner as to the locations, sizes, etc. of equipment, conduit, fixtures, and/or other material and equipment shall be indicated in red on the drawings concurrently as the work progresses. At the completion of the project, Contractor shall turn marked-up prints over to A/E who will CAD the record drawings for Contractor's approval and signature.
- D. Provide copies of all signed-off field reports showing completion of items noted.
- E. Refer to General Conditions for specific requirements.

1.32 WARRANTY

- A. The Contractor agrees:
 - 1. To correct defects in workmanship, materials, equipment, and operation and of all systems for a period of one year from the date of Substantial Completion.
 - 2. To remove any item not specified or given written approval and replace it with an approved item.

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3. That all systems provided will safely, quietly, and efficiently operate in accordance with the design.
 - B. Equipment and materials repaired or replaced during this one year corrective period are warranted for one year following date of correction.
 - C. This does not supersede manufacturer's warranties which may extend beyond one year.
 - D. If existing devices and equipment are re-used, Contractor shall clean devices thoroughly and shall warrant all devices and equipment as if new, i.e., for one year from date of Substantial Completion. No existing service agreements will be accepted in lieu of a full "as new" warranty.
 - E. Ninety days after Date of Substantial Completion, factory-authorized representative shall visit the school and verify that annunciator panel and smoke detectors are operating correctly and in accordance with manufacturer's guidelines.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

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SECTION 26 05 00

ELECTRICAL, GENERAL

PART 1 – GENERAL

1.1 SITE VISIT

- A. Bidders are strongly encouraged to visit the site prior to bidding to inspect the site. All visitors are required to check in at the front office of the school. The Contractor shall include in his bid all labor, material, and operations required for a complete job.

1.2 DRAWINGS AND SPECIFICATIONS

- A. Drawings do not indicate all hardware and fittings. Examine all plans and specifications for the project and conditions at site and arrange work accordingly, furnishing required fittings and hardware without extra charge. If a conflict exists, the greater quantity or better quality, in the opinion of the Engineer, governs.
- B. Drawings and specifications are complementary; work called for in either shall be provided as if called for by both.

1.3 CODES AND STANDARDS

- A. Materials, equipment and installation shall conform to the requirements of the codes and standards (latest editions) listed below. In addition, all materials, equipment, and devices shall meet the requirements of the Underwriters' Laboratories, Inc. The label of, or listing by, the Underwriters' Laboratories, Inc. will be accepted as conforming with this requirement. In lieu of the label or listing, the Contractor may submit independent proof satisfactory to the Engineer that the materials, equipment or devices conform to the published standards, including methods of tests, of the Underwriters' Laboratories, Inc. (UL), National Electrical Code (NEC), National Electrical Safety Code, American National Standards Institute (ANSI), American Society for Testing and Materials (ASTM), Institute of Electrical and Electronics Engineers (IEEE), National Electrical Manufacturers Association (NEMA), Illuminating Engineering Society (IES), National Fire Protection Association (NFPA), National Electrical Contractors Association Standard Practices for Good Workmanship in Electrical Contracting (NECA 1), International Building Code (IBC) South Carolina Department of Agriculture, SC Office of School Facilities Planning and Construction guide and ANSI A117.1/Americans with Disabilities Act (ADA).

1.4 BASIC MATERIALS AND METHODS

- A. All materials installed shall be new, clean, in good condition and shall meet applicable provisions of codes and standards listed above.
- B. Workmanship shall be in accordance with best practice. Comply with National Electrical Contractors Association Standard Practices for Good Workmanship in Electrical Contracting (NECA 1).
- C. All materials and equipment shall be installed in accordance with manufacturer guidelines and installation instructions.

1.5 SCOPE

- A. Provide all labor, equipment, material, and operations required for complete, safe and quietly-operating electrical systems in accordance with specifications and drawings and subject to terms and conditions of the contract.

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- B. The work includes:
 - 1. Grounding in accordance with specifications, drawings and codes
 - 2. Complete distribution system for power including branch circuits, and connections to outlets and devices for power utilization
 - 3. Fire alarm system
 - 4. Cutting, patching, trenching, and backfilling as required for provision of the work
 - 5. Firestopping and caulking as required
 - 6. Seismic restraint for electrical system components
 - 7. Partial demolition of existing electrical system

1.6 CUTTING AND PATCHING

- A. Provide under this contract all cutting and patching of curbs, sidewalks, walls, floors, partitions, ceilings, etc. required for proper installation of the new system.
- B. Provide patching to match existing adjacent finishes. Paint type, brand and color shall be in accordance with Owner's painting standards.
- C. Do not cut joists, beams, girders, columns, or other structural members without written permission from Owner.
- D. Relocation of existing conduit, equipment, wiring, etc. as required for installation of new system is included in this work. Perform all work in accordance with specifications for new work of the particular type involved.
- E. Ceiling tiles damaged during construction, including tiles which have had devices removed or relocated, shall be replaced. To supply tiles for replacement, Contractor shall remove existing tiles entirely from a room or rooms to use as replacement. Provide new tiles in these rooms. Existing tiles removed and not reused for replacement shall be boxed and turned over to the Owner. Contractor shall provide replacement tiles as necessary. District will provide manufacturer's information on ceiling tiles if available. Do not use District stock.

1.7 EXCAVATING AND BACKFILLING

- A. Provide under this contract all excavating, and backfilling required for the installation of electrical work.
- B. Contractor shall notify Engineer prior to backfilling. Do not begin backfilling until Owner's representative has observed the work. Excavations shall be filled as soon as possible and not left open for prolonged periods.
- C. Provide safety (warning) barricades around all open trenches and holes before leaving unattended. Do not leave exposed wiring in a trench unattended.
- D. Backfilling shall be done in layers of 6 inches fill, wetted down and tamped for each consecutive layer up to grade to a compaction of at least 95 percent of AASHTO T-99-49 Proctor Curve.
- E. Whenever trenches have not been properly filled, or if settlement occurs, they shall be refilled, smoothed off and finally made to conform to the surface of the ground. Backfilling shall be carefully performed and the original surface restored to original conditions to the full satisfaction of the Engineer.

1.8 ROOF PENETRATIONS

- A. Contractor shall coordinate roof penetrations with other trades and shall provide all work required for complete raceways and raceway supports for electrical work for roof-mounted equipment and devices.

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- B. Provide flashing devices not included under other divisions of these specifications. All work shall comply with requirements for roof construction and shall in no way alter any specified roof performance or warranties.
- C. Where several services (e.g., electrical and refrigeration) are connected to a single equipment, coordinate with other trades involved to minimize roof penetrations and to perform work in a workmanlike manner.
- D. Lay out work in advance and locate raceway penetrations as near equipment connection points as possible. Where more than one raceway serves equipment, extend all raceways through a common flashing device with one roof penetration and leave sufficient space between raceways to affect a leakproof seal.
- E. Contractor shall examine other divisions of these specifications and shall comply with all requirements for a complete project.

1.9 PENETRATIONS AND FIRESTOPPING

- A. All penetrations through walls, floors, partitions and the like shall be sealed tight.
- B. Where conduits pass through fire-rated walls, floors or other partitions, provide a UL-listed through-penetration assembly with fire rating equal to construction being penetrated. Each assembly shall be specific to the penetrating device, e.g., single conduit, multiple conduits, cable tray, busway, etc. and shall be specific to the construction penetrated, e.g., concrete, gypsum board on wall studs, etc. Install assemblies in accordance with material manufacturer's instructions and UL Building Materials Directory, latest edition.
- C. Firestop systems shall meet requirements of ASTM E-814/UL 1749 tested assemblies that provide a fire rating equal to that of construction being penetrated.
- D. For those firestop applications that exist for which no UL tested system is available through the manufacturer, a manufacturer's engineering judgement derived from similar UL system designs or other tests shall be submitted to local authority having jurisdiction for their approval prior to installation. Engineering judgement drawings shall follow requirements set forth by the International Firestop Council.
- E. Firestop materials shall be by 3M Company, HILTI USA, Specified Technologies Inc (STI), Metacaulk, Tremco or approved equal.
- F. Submit UL system detail and product data for each fire stop component utilized, including detailed drawings, installation instructions, assembly listing number, Certificate of Conformance and Material Safety Data Sheets.
- G. Maintain a copy of approved firestop system details and product data on site for review by engineer, third party inspector and AHJ.
- H. Coordinate with other trades and contract requirements for additional firestopping requirements. Where required, all firestop material shall be by same manufacturer and/or same firestopping Sub-Contractor.

1.10 SEISMIC RESTRAINTS

- A. Provide seismic restraint of new electrical systems and equipment as required by applicable versions of International Building Code (IBC) and ASCE 7. Seismic restraint products shall be by Mason Industries, TOLCO, Unistrut Corporation, Grinnell Corporation, Amber Booth, Peabody or approved equal.

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- B. Fire alarm control panel, NAC panels, devices, and raceways shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.

1.11 DAMAGES

- A. Cost of repairing damage to building, building contents, and site during construction and guarantee period resulting from this work is a part of this contract.

1.12 MATERIAL AND EQUIPMENT

- A. New and as specified or approved equal.
- B. Where several units of one type of equipment are used, all units shall be products of the same manufacturer.
- C. Any increase in the cost of this work, resulting from substitution of any product or products for those specified is part of this contract. Such work shall be accomplished in an approved manner at no extra cost to the Owner.

1.13 OPERATING INSTRUCTIONS, PANELBOARD DIRECTORIES AND NAMEPLATES

- A. Instruct owner in operation of all systems.
- B. Install in each panelboard a single-sided plastic-covered, typewritten circuit directory in metal frame. Indicate name, address and service telephone number of installer. Directory shall list the load served and the location of the load for each breaker.
- C. Nameplates Provided by Contractor: On all panelboards, disconnect switches, transformers and enclosures, provide engraved plastic laminate nameplates. Unless otherwise noted, nameplates to be 1/16" thick plastic with 1/4" high white letters on black background. Attach nameplates with epoxy cement or screws. On main switchboard/panelboard and feeder distribution panelboards, provide nameplate for each circuit breaker.
- D. Nameplates Provided by Equipment Manufacturers: All switchboards, panelboards, transformers, safety switches and the like shall be provided with engraved metal nameplates which state all industry-standard required data about the labeled equipment. Nameplates shall be affixed with screws or rivets. The use of paper nameplates only will not be accepted.

1.14 REQUESTS FOR PRIOR APPROVAL

- A. Requests for prior approval shall comply with AIA A701, Instructions to Bidders, Article 3.3.
- B. Submit requests for prior approval to Owner prior to the deadline for questions/substitution requests as noted on Page 1 of the Solicitation front-end documents.
 - 1. Submit requests to d5bids@lexrich5.org
 - 2. Requests shall be approved in writing by Owner
- C. Requests for prior approval shall provide the following information: Please provide the manufacturer's published description, catalog, or other descriptive document, explaining in detail, exactly what is being proposed. The District shall reserve the exclusive right to determine products and/or services which are approved as equal to those specified in the solicitation. Substitution Requests must be pre-approved by the District. Samples of each product submitted for pre-approval may be required to be supplied at no cost as part of the pre-approval process. If requested, samples of the proposed products, along with a specification sheet stating the products meet the required bid specifications, must be submitted no later than 7 business days after the District's request.
- D. Approval of the A/E to use materials and/or equipment, if granted, will be in the form of a written addendum. Approved prior approvals may be used at Contractor's option. No substitutions will

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be allowed, nor will an increase in contract price or time be allowed (for using materials specified) if prior approvals have been requested later than the deadline for questions/substitution requests as noted on Page 1 of the Solicitation front-end documents.

1.15

SHOP DRAWINGS

- A. The Engineer will review and take appropriate action on shop drawings, product data, samples, and other submittals required by the Contract Documents. Such review shall be only for general compliance with the design and with the information given in the Contract Documents. It shall not include review of quantities, dimensions, weights, fabrication processes, construction methods, coordination with the work of other trades, or construction safety precautions, all of which are the sole responsibility of the Contractor. Engineer's review shall be conducted with reasonable promptness consistent with sound professional practice. Review of a specific item shall not indicate acceptance of an assembly of which the item is a component. The Engineer shall not be required to review and shall not be responsible for any deviations from the Contract Documents not clearly noted by the Contractor, nor shall the Engineer be required to review partial submissions or those for which submissions for correlated items have not been made.
- B. Prior to submittal of shop drawings to the Engineer, the General Contractor and the Electrical Subcontractor shall review and approve shop drawings. Shop drawings which have not been reviewed and approved in writing by the Electrical Subcontractor will not be reviewed by the Engineer. Electrical Subcontractor shall state in writing on shop drawings, any proposed deviations from contract documents. Such deviations, if not stated in shop drawings submittal, shall be the sole responsibility of the Electrical Subcontractor.

NOTE: IN ADDITION TO THE GENERAL CONTRACTOR'S APPROVAL AND STAMP, THE FIRST PAGE OF EACH SHOP DRAWING SUBMITTAL SHALL CONTAIN THE WORDS "APPROVED" OR "APPROVED AS NOTED," AND SHALL BE SIGNED, AND DATED BY THE ELECTRICAL SUBCONTRACTOR BEFORE THE ENGINEER WILL REVIEW THEM.

- C. Electrical subcontractor shall submit for review by the Engineer detailed shop drawings of all equipment and all material listed below. **All submittal data shall be submitted at one time – partial submittals will not be reviewed by the Engineer.** No material or equipment for which Engineer's review is required shall be delivered to the job site or installed until this Contractor has in his possession the reviewed shop drawings for the particular material or equipment. The shop drawings shall be complete as described herein. This Contractor shall submit shop drawings as directed by Architect or, if no procedure is specified by the Architect, submit one electronic .pdf copy to Engineer via email: gwa@gwainc.net.
- D. Shop drawings submitted for review shall be detailed, dimensioned drawings or catalog pages showing construction, size, arrangement, operating clearances, performance characteristics and capacity.
- E. Samples, drawings, specifications, catalogs, submitted for review shall be properly labeled indicating specific service for which material or equipment is to be used, section and article number of specifications governing, contractor's name, and project name.
- F. Catalogs, pamphlets, or other documents submitted to describe items on which review is being requested, shall be specific and identification in catalog, pamphlet, etc. of item submitted shall be clearly made in ink. Data of a general nature will not be accepted.
- G. Review rendered on shop drawings shall not be considered as a guarantee of measurements of building conditions. WHERE DRAWINGS ARE REVIEWED, SAID REVIEW DOES NOT MEAN THAT DRAWINGS HAVE BEEN CHECKED IN DETAIL; SAID REVIEW DOES NOT IN ANY

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WAY RELIEVE THIS CONTRACTOR FROM HIS RESPONSIBILITY OR NECESSITY OF FURNISHING MATERIAL OR PERFORMING WORK AS REQUIRED BY THE CONTRACT DRAWINGS AND SPECIFICATIONS.

- H. Failure of contractor to submit shop drawings in time for review by Engineer with reasonable promptness consistent with sound professional practice shall not entitle him to an extension of contract time, and no claim for extension by reason of such default will be allowed.
- I. The Contractor shall submit shop drawings for the following materials and equipment for review by Engineer: **See "Note" in paragraph B, above.*
 - 1. Fire alarm system including battery calculations
 - 2. Basic materials: wire, conduit, fittings, connectors
 - 3. Surface metal raceway

1.16 RECORD DATA

Preserve one set of approved shop drawings and deliver to Owner prior to substantial completion of the work. Owner's shop drawings shall be bound in a 3-ring binder of good quality, with stiff vinyl or cloth front and back. Number of copies shall be as directed by Architect. In addition, provide one electronic copy (.pdf format) to Owner.

1.17 RECORD DRAWINGS

- A. Contractor shall maintain on the job site one complete set of drawings for this project. All changes authorized by the Engineers and/or the Owner as to the locations, sizes, etc. of equipment, conduit, fixtures, and/or other material and equipment shall be indicated in red pencil on the drawings as the work progresses. At the completion of the project, Contractor shall obtain a complete set of reproducible of the drawings, and shall transfer all changes to these reproducible. The number of record prints specified by the Architect shall be delivered to the Architect. In addition, provide one electronic copy (.pdf format) to Owner.

1.18 COORDINATION WITH OTHER TRADES

- A. Coordinate with other trades to conceal electrical work and provide electrical work in correct locations for each piece of electrical equipment connected.
- B. Conceal outlets in finished areas. Obtain roughing diagrams for all devices and install electrical work according to diagrams.
- C. Locate all outlets at uniform heights to suit block coursing. Heights shown in drawings may be varied to suit coursing, but shall in all cases comply with codes.

1.19 EQUIPMENT FOUNDATIONS AND MOUNTING

- A. Provide all required mounting devices, hardware, supplementary steel and other materials to mount equipment and raceway system. Mountings shall be secured to structure and seismically braced to comply with codes. Where additional structural members such as columns, beams, and the like are required to mount equipment, they shall be provided at no additional cost to the Owner.

1.20 TESTS, PERFORMANCE

- A. Upon completion of work, the system shall be free of faults, including short circuits, grounds and open circuits and loads shall be balanced across phases to obtain minimum neutral current in all feeders and branch circuits. Test systems as required in the presence of the Engineer or his representative, and operate to comply with applicable codes and contract documents.

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- B. Remove all dirt and debris from interior of all electrical equipment, enclosures, device boxes, wireways, junction boxes, handholes and the like. Wipe down the exterior of all equipment and enclosures and touch up any scratches in painted surfaces with manufacturer furnished touch up paint to prevent corrosion.
- C. For all fire safety systems, test systems completely and exercise all user stations, initiation/activation stations and warning/output devices prior to substantial completion by the Engineer. Furnish certificate to Engineer stating that systems are complete and operational and have been operated by the Contractor as specified above.
- D. All costs associated with correction of deficiencies in the work shall be borne by the Contractor. Defective material and equipment shall be replaced; do not repair.
- E. All devices which must be adjusted or set to operate on a schedule (time clocks, program mechanisms, etc.) shall be set prior to substantial completion to operate on schedules directed by the Owner.

1.21 DEMONSTRATION

- A. Instruct owner in operation of all systems. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain equipment.

1.22 WARRANTIES

- A. The Contractor Agrees:
 - 1. To correct defects in workmanship, materials, equipment, and operation of all systems for a period of one year from the date of Substantial Completion.
 - 2. To remove any item not specified or given written approval and replace it with an approved item.
 - 3. That all systems provided will safely, quietly, and efficiently operate in accordance with the design.
- B. This does not supersede manufacturer's warranties which may extend beyond one year.

1.23 CONSTRUCTION SEQUENCE

- A. The Contractor is cautioned that the project may be constructed in stages to accommodate the owner's use of the building. This contractor shall verify requirements prior to bidding and shall cooperate in all respects with other contractors and trades on the job to carry out the work with minimum disruption of both the owner's requirements and construction of the project.

1.24 DETAILS

- A. The details and sketches in the drawings are construction standards applicable to this project.
- B. The contractor shall comply with details as applicable to the work indicated and shall retain on the job site at all times, a complete set of drawings and specifications.

1.25 DEFINITIONS

- A. In this division of the specifications and accompanying drawings, the following definitions apply:
 - 1. Provide: To purchase, pay for, transport to the job site, unpack, install and connect complete and ready for operation; to include all permits, inspections, equipment, material, labor, hardware and operations required for completion.

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2. Install: To receive from another contractor, the owner or another entity and install complete and ready for operation. Unless otherwise indicated, receipt is assumed to be at the job site.
3. Furnish: To purchase, pay for and deliver to the job site for installation by others.
4. The contractor is cautioned that “furnish” and “install” require coordination with others. Such coordination shall be accomplished prior to bidding and bid amounts shall include all required labor, material and operations for completion of all items and systems specified and indicated.
5. As Indicated: As shown in drawings.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION 26 05 00

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SECTION 26 05 10

ELECTRICAL, DEMOLITION

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. The following apply to the work under this Section:

1. Section 26 05 00, Electrical, General
2. Section 26 20 00, Interior Wiring Systems

1.2 SCOPE

- A. Provide all labor, material and operation required for removal of existing electrical systems as indicated.
- B. Bidders shall visit the site of the work prior to bidding and shall include in bid all work required to provide new work and to modify existing work as required to continue in operation.
- C. Contractor shall examine demolition and new work plans for all trades and include in bid all rework and/or relocation of existing raceway, junction boxes, panelboards, safety switches, devices, wiring systems and all other related electrical equipment as required to accommodate new construction.
- D. Electrical demolition work generally includes:
1. Existing fire alarm system devices as indicated
 2. Existing fire alarm system upon completion of new fire alarm system. Existing fire alarm system shall remain in operation until new system is fully operation, certified, and accepted by the Owner.
 3. Exposed conduits, surface metal raceways and exposed outlet boxes and devices as indicated
 4. Conductors exposed and concealed as indicated
 5. Where indicated on drawings, existing raceways may be reused for new circuits. Contractor shall mandrel brush and swab existing feeder conduits prior to pulling new conductors.
- E. Include in bid all work required for temporary wiring and associated electrical work required to maintain existing systems in service during demolition phase.
- F. All interruptions in electrical systems (power, lighting, communication, fire alarm and other systems) as required for this work shall be coordinated with and approved by Owner prior to performing work. Notice shall be provided to Owner in writing a minimum of 48 hours in advance, but not less than the time specified in other portions of Contract Documents.
- G. Demolition of the existing fire alarm system shall not take place until after Office of School Facilities and Fire Marshal have inspected and accepted the new fire alarm system. Demolition will be considered a punch list item and Contractor shall demolish existing system within the time allotted between substantial completion and final inspections.
- H. The intent of this specification is to obtain removal of the existing electrical system to the extent required to enable the Owner to identify, service, repair or modify the new wiring system efficiently and safely.

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1.3 STANDARDS

- A. Demolition work shall comply with ANSI A10.6, NFPA 241, OSHA, AHERA and all applicable local, state and federal standards and guidelines.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Verify that utilities in work area have been disconnected and capped as required.
- B. Survey existing conditions and correlate with demolition and new work indicated in Contract Documents to determine extent of demolition required.
- C. When unanticipated mechanical, electrical, environmental or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Provide prompt written notice to Engineer of any conflicts.

3.2 DEMOLITION

- A. Owner shall retain first right of refusal on all electrical equipment being demolished. Prior to beginning demolition work, contractor shall walk through demolition area with Owner's representative and identify items to be removed and turned over to Owner. Contractor shall carefully remove, protect and store items to be turned over to Owner and deliver to Owner at location on site as directed by Owner.
- B. Maintain services and systems indicated to remain and protect them against damage during demolition process.
- C. All devices indicated as to remain or to be relocated shall be protected against damage during demolition process and cleaned prior to being restored into service.
- D. Contractor shall patch and restore finish to match adjacent surface at all locations resulting from demolition at which new work is not installed, as required under Section 26 05 00, Electrical, General.
- E. Wherever existing fire alarm devices are removed and not replaced with new, provide oversized steel cover plates, painted to match existing surrounding finishes.
- F. Provide temporary barricades, dust barriers and other protection required to prevent injury to people and damage to building contents, adjacent area of building and facilities to remain.
- G. Maintain protected egress and access at all times. Do not close or obstruct roadways or sidewalks without permission from Owner.
- H. Conduct demolition to minimize interference with Owner's use of site.
- I. Conduct operations with minimum interference to public or private access.

3.3 DISPOSAL OF DEMOLISHED MATERIALS

- A. Demolished material shall be promptly removed from site.

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- B. Remove and transport materials in a manner that will prevent contamination or damage to adjacent surfaces and areas.
- C. Burning of demolished materials will not be permitted on site.
- D. All materials shall be properly and legally disposed of. Contractor is responsible for all handling, storage, transportation and disposal fees.

3.4 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt and debris caused by demolition operations.
- B. Return adjacent areas to condition existing before demolition operations began.

END OF SECTION 26 05 10

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SECTION 26 20 00

INTERIOR WIRING SYSTEMS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Section 26 05 00, Electrical, General, applies to the work under this section.

1.2 SCOPE

- A. Provide interior wiring systems complete and ready for operation, as indicated, specified herein and in compliance with applicable codes and standards.

PART 2 – PRODUCTS

2.1 MANUFACTURERS

- A. Materials of like type shall be manufactured by the same company.
- B. Circuit breakers and the like: GE/ABB, Siemens-ITE, Square D, Eaton, or approved equal.
- C. Fittings, Condulets, Boxes and the like: Steel City, Thomas and Betts, O-Z Electrical Manufacturing Company, Appleton, Efcor, Crouse-Hinds, Garvin Industries, or approved equal.
- D. Conductors and Cables: Alpha Wire Company, Belden, Cerro Wire, Southwire Company, General Cable or approved equal.
- E. Cable Markers: 3M Company, E-Z Code, Brady, or approved equal.
- F. Connectors, Lugs and Terminals and the like: 3M Company, Ideal, Thomas and Betts, O-Z Electrical Manufacturing Company, or approved equal.
- G. Wiring Devices and the like: Best Specification Grade; Arrow Hart/Cooper, Hubbell, Legrand/P&S, Leviton, or approved equal.
- H. Fuses: Dual-Element type, "Fusetron" by Bussman or "Econ" by Economy or approved equal.
- I. Surface Metal Raceways: Wiremold, Hubbell, Panduit, or approved equal.
- J. Grounding Devices, and the like: Cadweld, Thomas and Betts, Appleton, Erico, O-Z Electrical Manufacturing Company, or approved equal.

2.2 CONDUIT AND FITTINGS

- A. Rigid Steel Conduit (Zinc-Coated): ANSI C80.1.
- B. Rigid Nonmetallic Conduit: PVC Type EPC-40 in accordance with NEMA TC2.
- C. Intermediate Metal Conduit (IMC): UL 1242, zinc-coated steel only.
- D. Electrical Metallic Tubing (EMT): ANSI C80.3.

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- E. Flexible Metal Conduit: UL 1.
 - 1. Liquid-Tight Flexible Metal Conduit (Steel): UL 360.
- F. Fittings for Metal Conduit, Electrical Metallic Tubing, and Flexible Metal Conduit: UL 514. All ferrous fittings shall be cadmium- or zinc-coated in accordance with UL 514.
 - 1. Fittings for rigid metal conduit and IMC shall be threaded type. Split couplings are not acceptable.
 - 2. Fittings for electrical metallic tubing (EMT) shall be the compression type.
- G. Fittings for Rigid Nonmetallic Conduit: NEMA TC3.
- H. Electrical Nonmetallic Tubing (ENT): Not permitted.
- I. Refer to Section 28 31 10 for fire alarm systems color requirements.

2.3 SURFACE METAL RACEWAY AND FITTINGS

- A. UL 5, two-piece painted-steel, totally-enclosed snap-cover type. Provide multiple-outlet type raceway with grounding-type receptacle where indicated. Receptacles shall be as specified in this section of the specifications and shall be spaced as indicated. Alternate receptacles shall be wired on different circuits.
- B. Where surface metal raceway without receptacles is required, provide type, color, and wire capacity as indicated. Secure covers with two-hole straps of the same design and color as raceway. Straps shall be a product of the surface metal raceway manufacturer and intended for use with the installed surface metal raceway.

2.4 OUTLET BOXES AND COVERS

- A. UL 514, cadmium- or zinc-coated if of ferrous metal.
- B. Provide outlet boxes of size and type required by NEC, and in no case smaller than the following:
 - 1. Communications Systems Boxes: 4" x 4" x 2-1/4"
- C. Provide suitable extensions, rings or subcovers set to come flush with the finished surface in which boxes are mounted.
- D. Boxes for exposed raceway shall be threaded-hub cast metal, sizes as specified above.

2.5 CABINETS, JUNCTION BOXES, AND PULL BOXES

- A. UL 50, hot-dip zinc-coated, code gauge sheet steel, screw cover unless indicated otherwise.

2.6 WIRES AND CABLES

- A. Wires and cables shall meet the applicable requirements of NFPA 70 and UL for the type of insulation, jacket, and conductor specified or indicated. All wire and cable shall be new, with size, grade of insulation, voltage and manufacturer's name permanently imprinted on outer covering at regular intervals and delivered to the job site in complete coils and reels.
- B. Conductors: Conductors No. 10 AWG and smaller shall be solid, and those No. 8 AWG and larger shall be stranded. Unless indicated otherwise, conductor sizes shown are based on copper. All conductors shall be copper.

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- C. Minimum Conductor Sizes: Minimum size for branch circuits shall be No. 12 AWG; for Class 1 remote-control and signal circuits, No. 14 AWG; and for Class 2 low-energy remote-control and signal circuits, No. 16 AWG. All 120 v. branch circuits exceeding 100' in length and all 277 v. branch circuits exceeding 250' in length shall be No. 10 AWG, minimum.
- D. Color Coding: Provide for all service, feeder, branch, control and signaling circuit conductors. Color shall be green for grounding conductors, and white for neutrals, except where neutrals of more than one system are installed in same raceway or box, the neutral of the higher-voltage system shall be white with a yellow stripe or shall be gray. The color of the ungrounded conductors in different voltage systems shall match existing.
- E. Color coding for fire alarm conductors shall be the manufacturer's standard and shall be consistent throughout the system. Include color coding key with record data.
- F. Insulation: Unless specified or indicated otherwise, or required to be otherwise by NFPA 70, all power wires shall be 600-volt, Type THHN, THWN, or XHHW; remote-control and signal circuits shall be Type TW, THHN, TF, THWN or XHHW.
- G. Bonding Conductors: ASTM B 1, solid bare copper wire for sizes No. 8 AWG and smaller; ASTM B 8, Class B, stranded bare copper wire for sizes No. 6 AWG and larger.

2.7 ELECTRICAL CONNECTIONS

- A. Comply with NEC Article 110-14.
- B. All termination devices, such as connectors, splicing devices, equipment terminals, device terminals and the like shall be rated and listed for operation at 75 degrees C.

2.8 SPLICES AND TERMINATION COMPONENTS

- A. UL 486A and UL 486B, as applicable for wire connectors, and UL 510 for insulating tapes. Connectors for wires No. 10 AWG and smaller shall be insulated pressure-type in accordance with UL 486A or UL 486C (twist-on splicing connector). Provide solderless terminal lugs on stranded conductors.
- B. Splices and/or taps for #8 and larger conductors shall be crimp type by T&B, Burndy, Oz, or approved equal; or Ilsco KUP-L-Tap®, ClearTap, or approved equal.

2.9 PANELBOARDS

- A. Circuit Breakers: Fed. Spec. W-C-375 thermal magnetic type with interrupting capacity to match existing. Breaker terminals shall be UL listed as suitable for the type of conductor provided. Circuit breakers shall be bolt on type unless noted otherwise – plug-in circuit breakers shall be provided only where indicated in drawings.
 - 1. Multi-pole Breakers: Provide common-trip type with a single operating handle. Breaker design shall be such that an overload in one pole automatically causes all poles to open. Maintain phase sequence throughout each panel so that any three adjacent breaker poles are connected to Phases A, B, and C, respectively.
 - 2. Circuit Breaker used to serve fire alarm components shall be provided with red, locking hardware as well as red engraved nameplate mounted immediately adjacent to breaker.

2.10 FUSES

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- A. Provide a complete set of fuses for each fusible device provided. Time-current characteristics curves of fuses serving motors or connected in series with circuit breakers or other circuit protective devices shall be coordinated for proper operation; submit coordination data for approval. Fuses shall have a voltage rating not less than the circuit voltage.
- B. Cartridge Fuses, Current-Limiting Type (Class R): UL 198E, time-delay type. Associated fuseholders shall be Class R only.
- C. Cartridge Fuses, Current-Limiting Type (Classes J and L): UL 198C, Class J for 0 to 600 amps and Class L for 601 to 6000 amps.

2.11 GROUNDING AND BONDING EQUIPMENT

- A. UL 467.

PART 3 – EXECUTION

3.1 RACEWAYS

- A. Provide raceways for all conductors and cables. See drawings for raceway types approved for various locations and applications in the project. Refer to Section 28 31 10 for color of fire alarm conduit.
- B. Provide flexible metal conduit for connection to rotating or vibrating equipment. In all potentially wet locations, provide waterproof flexible conduit. In no case shall length of flexible conduit exceed 3 feet. Support in accordance with NEC and as approved by Engineer.
- C. Contractor shall size pull and junction boxes. Comply with requirements for dimensions and conduit spacings as defined in the NEC Article 314.
- D. Raceways shall be continuous between outlets and enclosures. Bond raceway system as described in drawings and grounding specifications and make all connections wrench tight for electrical continuity. Connect raceways at boxes and enclosures using locknuts and bushings. Provide insulating bushings with grounding lug on all raceways one inch and larger.
- E. Install raceways generally as follows:
 - 1. Run concealed raceways in straight lines with long sweep bends and offsets.
 - 2. Where raceways turn up out of floor, curved portion shall not be visible.
 - 3. Run exposed raceways parallel and perpendicular with building lines. For exposed raceways in finished areas, strap with two-hole flat straps; do not use minerallac straps. Minerallac straps may be utilized in equipment rooms or utility areas.
 - 4. Support raceways within 3' of each outlet box, fitting, or enclosure, and at 10' intervals. Use malleable iron or stamped steel clamps for branch circuit raceways; use pipe hangers for feeder raceways. Do not hang conduit with wire, perforated strap, or nails.
 - 5. Cut all joints square, thread, ream and draw tight. Make bends and offsets with standard conduit ells or with an approved bender or hickey.
 - 6. No more than three quarter-bends equivalent in any run.
 - 7. Cap raceway ends to prevent entrance of debris during construction. Cap with approved pennies, plastic caps or covers; do not tape.
 - 8. Complete raceway installation and clean thoroughly before pulling conductors.
 - 9. Where conduits pass through fire-rated walls and/or floors, provide a UL-listed through-penetration assembly with fire rating equal to wall or floor penetrated. Materials shall be by 3M Company or equal. Each assembly shall be specific to the penetrating device, e.g., single conduit, multiple conduits, busway, etc. and shall be specific to the wall or floor

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- construction penetrated, e.g., concrete, gypsum board on wall studs, etc. Install assemblies in accordance with material manufacturer's instructions and UL Building Materials Directory, latest edition.
10. Install expansion fittings with copper bonding jumpers in conduit runs which cross building expansion joints.
 11. Do not attach raceway, boxes or cables directly to roof decking. Provide mounting from building structure and maintain a minimum of 1-1/2" separation from lowest surface of roof deck.
 12. Ferrous metal raceways, cable trays, cablebus, auxiliary gutters, cable armor, boxes, cable sheathing, cabinets, metal elbows, couplings, nipples, fittings, supports, and support hardware shall be suitably protected against corrosion inside and outside (except threads at joints) by a coating of approved corrosion-resistant material (Thomas & Betts, Kopr-Shield, or equal). Where corrosion protection is necessary and the conduit is threaded in the field, the threads shall be coated with an approved electrically conductive, corrosion-resistant compound.
- F. Install pull boxes as shown in drawings and as required to pull conductors without damage to insulation. Provide pull boxes in accessible locations only, and size in accordance with NEC.
- G. Cover all raceways below grade and in concrete slabs with two brushed applications of a coal tar base coating conforming to MIL-C-18480. In lieu of asphalt coated conduit, Schedule 40 PVC conduit may be used for branch circuit raceways (conduits 1" and smaller), provided that grounding conductors are provided in all runs sized per NEC.
- H. All underground/in-slab raceways shall transition to GRS/IMC prior to penetrating slab. No PVC raceway allowed above slab.
- I. Install raceways of sizes shown in drawings and comply with Table 1 of NEC (latest edition). In case of conflict, install larger size.
- J. Communication conductors/cables shall not be routed in the same conduit or raceway containing line voltage (120V and above) power conductors.
- K. Provide in each empty raceway a pull cord or wire, identified with a cardboard tag as to location of equipment or outlet fed by conduit.
- 3.2 SURFACE RACEWAYS
- A. Provide surface metal raceways, with or without outlets, as indicated.
 - B. Provide all required feed-in boxes, inside and outside corner pieces, end caps, clamps, hangers and all other hardware to make complete systems, all to be standard components of the manufacturer.
 - C. Provide multioutlet assemblies ("plugmold") where indicated. Contractor may provide prewired assemblies or field wiring of outlets, at his option. Circuits shall be AWG #12 copper unless otherwise indicated.
 - D. Install surface raceways plumb and level and at heights indicated or directed on the job. Do not butt 90-degree joints; use corner pieces. Ground raceway enclosure and grounding lug of all outlets. Secure enclosures to mounting surface and at each fixed structural member such as a stud or joist. Where raceway enclosure is cut, saw perpendicular to length or at angle required and remove burrs before installing fitting. Touch up paint where required using manufacturer's standard paint or field paint color and type as dictated by job site conditions or as directed by the

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Architect. Allow in bid for painting surface metal raceways in all locations. Paint manufacturer and colors to match existing surfaces will be identified by the District.

3.3 OUTLET, SWITCH, AND JUNCTION BOXES, FITTINGS

- A. Provide outlet and junction boxes as required for power, lighting, and communications systems as shown in drawings.
- B. Boxes shall be held securely in place by being imbedded in masonry or shall be secured to a fixed structural unit such as a stud or joist.

3.4 CONDUCTORS

- A. Provide conductors in raceways as shown in drawings for service, feeders and branch circuits.
- B. Wire and cable shall be suitably protected from weather during storage and handling and shall be in good condition when installed.
- C. Do not pull conductors before completion of masonry, concrete and other trades which generate dust and debris. See raceways section, above.
- D. Conductors No. 8 and larger shall be connected to equipment by means of pressure type mechanical lugs. Where multiple conductors are connected to the same terminal each conductor shall be provided with an individual lug.
- E. Soldered splices shall be made mechanically secure before soldering.
- F. Join conductors with approved connectors, or by soldering, brazing or welding. Tape all connections or cover with approved prefabricated insulating devices to provide insulation resistance at the connection equal to that of the wire. Make splices in boxes or fittings only.
- G. All electrical connections and terminations shall be in accordance with NEC Section 110.14 requirements.
- H. Where tightening torque values are indicated on equipment or in equipment installation instructions, torque connections to achieve stated values utilizing a calibrated torque tool. Where equipment manufacturer provides an alternative method for achieving require torque values, this method may be used in lieu of torque tool.
- I. Where conductors are connected in parallel, the parallel conductor sets shall be installed in groups consisting of not more than one conductor per phase or neutral conductor to prevent current imbalance due to inductive reactance.

3.5 GROUNDING

- A. Provide grounding system to comply with NEC, as shown on drawings and as specified.
- B. All ground system components and fittings used shall be free from paint, grease, and other poorly conducting material, and contact surfaces shall be cleaned thoroughly to ensure good metal-to-metal contact.
- C. Provide a ground wire in all circuits sized per NEC Table 250-122 as applicable.
- D. Provide in all runs of flexible conduit a separate grounding conductor sized per NEC Table 250-122.

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END OF SECTION 26 20 00

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SECTION 28 31 10

FIRE ALARM SYSTEM

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. The following apply to the work under this section:

1. Section 26 05 00, Electrical, General
2. Section 26 20 00, Interior Wiring Systems

1.2 SCOPE

- A. Provide complete and ready for operation a fire alarm system as shown in drawings and as specified herein. Equipment shall be by Notifier-Honeywell, Gamewell-FCI, Edwards Signaling or approved equal.
- B. The system shall meet the requirements of NFPA-72, National Fire Alarm Code, NFPA-70, National Electrical Code, State Fire Marshal's Office, International Fire Code, SC Office of School Facilities, Accessible and Usable Buildings and Facilities (ICC / ANSI 117.1 – 2017).
- C. Fire alarm system control equipment, voice communications equipment, alarm initiating devices, power source, coded transmitter and remote annunciation/control panels shall be Underwriters' Laboratories listed for the installed application.
- D. The system shall be microprocessor based, multiplex type with addressable devices. All major system components (control panel, annunciators, power supplies, voice evacuation & notification, extender panels, modules and the like) shall be produced or supplied by the same manufacturer as the main fire alarm control panel and designed to be an integral system.
- E. All electronics work shall be provided by a franchised distributor-representative of the system equipment manufacturer, who shall maintain spare parts stock and factory-trained personnel within two hours of the job site by normal ground transportation. Systems purchased from a market source and installed by the electrical contractor will not be accepted.
- F. The distributor-representative shall have a minimum of five years documented experience with three or more installations of systems of comparable size and complexity with regard to coordinating, engineering, testing and supervising. Each of these installations shall have been in successful operation for three or more years. The Installer technicians shall be individually certified NICET Level 2 and by the manufacturer of the equipment and trained and certified on the specific model being installed. The Installer shall have at least one technician on staff certified NICET Level 3.

1.3 SUBMITTALS

A. General Submittal Requirements:

1. The intent of these specifications and corresponding plans is to serve as preliminary documents to be used as a basis for communicating general intent and requirements for the fire alarm system and not to be used as final design or installation documentation.
2. Submittals/Shop Drawings shall be prepared by the distributor-representative by persons with the following qualifications:

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- a. Trained and certified by manufacturer in fire-alarm system design
 - b. NICET-certified, fire-alarm technician; Level III minimum
 3. Submittals shall be approved by authorities having jurisdiction prior to submitting them to Engineer.
 4. The Contractor shall retain on site a copy of the submittal plans and wiring diagrams and shall indicate thereon any modifications to the plans or diagrams made during construction. Prior to acceptance of the building by the Owner, Contractor shall transfer all modifications to a final, as-built diagram and shall turn over to Owner a reproducible diagram for record.
 5. Include a copy of all final plans, shop drawings, manuals, programs and other pertinent material in the Fire Alarm Documents Box.
- B. Product Data: Provide for each type of product, including all furnished options and accessories.
1. Include overall bill of materials.
 2. Include cutsheet data for all components and cabling.
 3. Include construction details, material descriptions, dimensions, profiles and finishes.
 4. Include rated capacities, operating characteristics and electrical characteristics.
- C. Calculations:
1. Battery capacity and runtime
 2. Voltage drop
 3. Circuit sizing
- D. Shop Drawings:
1. Comply with recommendations and requirements in the "Documentation" chapter in NFPA 72.
 2. Include plans, elevations, sections, details, and attachments to other work. Plans shall be computer generated (hand drawn will not be accepted) on a scalable plan of the building.
 3. Include details of equipment assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and locations. Indicate conductor sizes, indicate termination locations and requirements, and distinguish between factory and field wiring.
 4. Detail assembly and support requirements.
 5. Include voltage drop calculations for notification-appliance circuits.
 6. Include battery-size calculations.
 7. Include input/output matrix.
 8. Include statement from manufacturer that all equipment and components have been tested as a system and meet all requirements in this Specification and in NFPA 72.
 9. Include performance parameters and installation details for each detector.
 10. Verify that each duct detector is listed for complete range of air velocity, temperature, and humidity possible when air-handling system is operating.
 11. Provide program report showing that air-sampling detector pipe layout balances pneumatically within the airflow range of the air-sampling detector.
 12. Include plans, sections, and elevations of heating, ventilating, and air-conditioning ducts, drawn to scale; coordinate location of duct smoke detectors and access to them.
 - a. Show critical dimensions that relate to placement and support of sampling tubes, detector housing, and remote status and alarm indicators.
 - b. Show field wiring required for HVAC unit shutdown on alarm. Include override by firefighters' control or smoke-evacuation system where applicable.
 - c. Locate detectors according to manufacturer's written recommendations.
 - d. Show air-sampling detector pipe routing.
 13. Include voice/alarm signaling-service equipment rack or console layout, grounding schematic, amplifier power calculation, and single-line connection diagram.

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14. Include floor plans to indicate final device locations showing address of each addressable device. Show size and route of cable and conduits and point-to-point wiring diagrams.

E. Seismic:

1. Seismic Qualification Certificates: For fire-alarm control unit, accessories, and components, from manufacturer.
2. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
3. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
4. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.

PART 2 – PRODUCTS

2.1 EQUIPMENT

A. Equipment shall include the following:

1. Provide master control and remote annunciator panels in locations shown in drawings, with the following functions and characteristics: 120-volt input; electrical supervision; 24-volt panel output with Class B alarm-initiating circuits; test and drill switch.
 2. Control panel shall incorporate all provisions for operation and functions specified. Control panel shall be programmable, microprocessor-based with integral backlit LCD text annunciation.
 3. Control panel shall include controls for one-way voice alarm.
 4. Annunciator panels shall suit system furnished. Provide annunciator panels as follows:
 - a. Alpha-numeric annunciator panel (two required): Backlit LCD type with text describing the building location of each alarm annunciated. Each station from which alarm is initiated shall be indicated. Annunciator panel shall be surface mounted at fireman entrance to building as directed by fire marshal. Text identifying stations shall be submitted for approval by Architect and Owner prior to programming.
 5. Audible and visual trouble alarm: To signal off-normal condition of alarm initiating, alarm and supervisory portions of the system. Trouble signal shall be integral with annunciator panel and be provided with a silencing switch for the audible signal.
 6. Drill switch to initiate fire drills without operating an initiating device or activating municipal report unit.
- B. Expansion Capability: System shall be provided with additional power capacity for future expansion. Addressable analog loops shall not exceed 90% of loop capacity (each loop) and notification circuits shall not exceed 80% of circuit capacity (each circuit).
- C. Audible/visual alarm devices shall be continuous-sounding horns with an integral light source which flashes at a constant rate while the general alarm horn is sounding; horn shall produce a three-pulse temporal pattern with sound level of no less than that required by NFPA 72 and Federal ADA Regulations. For devices used solely for fire signaling shall include the word "FIRE" engraved in minimum one inch lettering on the device. For notification devices used for signaling other than fire, shall not have the word "FIRE", or any fire symbol, but shall include the word "ALERT" or similar word as directed by the AHJ.
- D. Visual alarm devices shall be flash in synchronizations and shall utilize high intensity lights producing a candle power intensity and light distribution pattern in compliance with NFPA 72 and Federal ADA Regulations. Visual alarm devices shall have a minimum light output of 15 candela. Visual alarm devices indicated as high candela (HC) shall have a minimum light output of 115

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candela. Provide candela rating as required for coverage of space where device is indicated. For notification devices used for signaling other than fire, shall not have the word "FIRE", or any fire symbol, but shall include the word "ALERT" or similar word as directed by the AHJ.

E. Voice Communications System:

1. Provide complete and ready for operation a fire alarm emergency voice notification system.
2. The system shall utilize microprocessor-based technology and shall be fully interfaced with the building fire alarm control panel. General alarm shall trigger emergency voice evacuation system.
3. System shall be in compliance with NFPA, State Fire Marshal, International Building and Fire Codes, SC Office of School Facilities and local codes, regulations and guidelines.
4. System shall include the following hardware and functions at a minimum:
 - a. One-way voice/alarm systems shall be dual channel, permitting the application of an evacuation signal to one or more zones simultaneously with manual voice paging to the other zones. Communication zones shall be capable of being selected in any combination.
 - b. Minimum of eight selectable, simultaneous, digitally pre-recorded messages and post-message tones, controllable from control panel switches or from fire alarm control panel.
 - c. Ability to record custom messages directly to the control panel.
 - d. Hardware and programming as required for interface with building fire alarm control panel.
 - e. Amplification, at control panel or remote, as required for coverage area. Provide duplicate tone generators, pre-amps and power amplifiers. Failure of any of these shall automatically result in the defective unit being promptly switched off-line and replaced with the backup so that operation is interrupted.
 - f. Manual operation accessible thru panel mounted switches and microphone. Panel shall include an alphanumeric display and keypad assembly.
 - g. Microphone shall have manual control ability to allow real-time announcements.
 - h. Control panel shall be enclosed in a lockable steel enclosure.
 - i. Emergency battery backup sized for 15 minute operation for 24 hours
 - j. Provide UL 1480 listed speaker assemblies with taps and ratings to suit system. Speakers shall have frequency response of 125-12,000 Hz for general signaling and 400-4000 Hz for fire alarm.
 - k. Normal amplifier power shall be a minimum of 125% RMS of full speaker load, per channel. For purposes of this calculation, use the amplifier's continuous two-tone output rating and assume one watt per speaker.
5. Provide quantity, type and location of speaker assemblies as required to suit existing conditions in area to be covered. Include in price all required acoustic measurements, room testing, design, drawings and equipment submittals necessary to define the system and the work to be provided.
6. Provide quantity and location of remote mounted microphone assemblies as indicated on drawings. Microphone assemblies shall be mounted in lockable cabinet, flush for new construction or surface-mount for existing construction.
7. System shall be considered integral with new fire alarm system for testing, certification and training purposes.
8. Provide all required panels, amplifiers, hardware, conduit, wiring, programming and the like for a complete and operable system.
9. Communications equipment shall be housed in the FACP and/or in adjacent cabinet(s) of matching appearance and size. All connections between the FACP and the voice communications panel(s) shall be made via cables or harness assemblies, which have been prewired and tested by the system manufacturer. Coordinate equipment locations in field with architect/engineer as required.

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- F. Provide alarm initiating devices (manual stations) of the non-break-glass type, 48 inches to centerline above finished floor. Stations shall be flush mounted in all locations unless construction conditions prohibit. Surface mounted devices may be used in these locations.
- G. Heat Detectors: Provide addressable combination rate-of-rise and fixed temperature types as indicated. Mounting shall be surface, ceiling, exposed structure, or wall. Detectors in occupied spaces shall activate (initiate alarm) when rate-of-rise exceeds 15 degrees F (9 degrees C) per minute, or when temperature exceeds 136° F (58° C). Rate-of-rise and fixed temperature functions shall be independent of each other. In attics and other spaces subject to temperatures above 90° F, provide 200° F. fixed temperature detectors. Connect for device annunciation as specified above.
- H. Ceiling-Mounted Smoke Detectors: Provide UL 268, addressable, photoelectric type smoke detectors with white ceiling-mounted body and base to suit system furnished. Connect for device annunciation as specified above.
- I. Exterior Smoke, Heat and CO Detectors: Where required for elevator recall, carbon monoxide sensing, smoke control and other code mandated functions, detectors shall be rated for environment installed and may either be addressable or analog with remote mounted addressable module as require for environmental conditions.
- J. Smoke and Fire/Smoke Dampers: Examine existing HVAC installation and plans and provide smoke detectors as required for damper system installed. Allow for detectors within 5 foot of each damper unless noted otherwise in mechanical plans. Connect complete to operate dampers and to shut down air handling units where required.
- K. Duct Smoke Detectors:
 - 1. Furnish and connect UL 268A addressable duct smoke detectors complete, including power input and fire alarm circuits. Control wiring for fans and dampers shall be provided complete.
 - 2. Detectors shall suit system furnished. Provide detectors with enclosed detector unit and contacts mounted exterior to duct and with air inlet tube extending into duct. Provide inlet tube lengths to suit existing duct; tubes shall be a minimum of 75% of duct width.
 - 3. Provide detectors with at least two sets of SPDT auxiliary contacts for connection of fan and smoke damper controls.
 - 4. Install detectors and connect control wiring through auxiliary contacts for fans and dampers.
 - 5. Power input for detector operation shall be provided through fire alarm wiring. Connect to sound fire alarm on detector activation and for device annunciation as specified above.
 - 6. Provide each duct smoke detector with a remote annunciator/reset station. Station shall display a lighted pilot lamp when detector is in alarm and shall incorporate a switch by which the detector may be remotely reset. Install stations in accessible locations as directed by Owner.
 - 7. Examine existing HVAC installation and plans and provide detectors as required by applicable codes: one detector (return) for fan units producing 2,000 to 15,000 cfm and two detectors (supply and return) for fan units above 15,000 cfm. All fan units serving areas utilized for egress, regardless of capacity, shall have a return detector installed. In addition, provide supply detector if fan unit exceeds 15,000 CFM. Refer to the International Mechanical Code (IMC), Section 606 – Smoke Detection Systems Control.
- L. Door Hold-Open Devices:
 - 1. Door hold open magnets shall be wall, ceiling or floor mounted to suit application and shall be securely attached to the building structure by effective means.

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2. Devices shall be provided with keepers, door chains, extension rods and other accessories and hardware as required to properly hold open doors.
 3. Holding force of the magnet shall be appropriate for the door being held open.
 4. Door hold-open system shall operate in a fail-safe manner, i.e., the door shall release in the event of failure of voltage to the device.
- M. Provide wireguard covers for all devices in loading docks, gymnasiums, locker rooms and other areas where subject to physical damage.
- N. Provide a dual-line capable municipal report unit which, upon initiation of a general alarm, shall transmit a message to the fire reporting service contracted for by the Owner. Report unit shall suit reporting service equipment and practice and shall be approved by Owner and reporting service prior to installation. Provide raceways and all other electrical work required for a complete installation. Owner will arrange and pay for reporting service.
- O. Emergency Power Supply: System shall be provided with an emergency power supply as required to ensure system operation under conditions of normal power outage. The emergency power supply shall be capable of maintaining the system in a supervisory, standby condition for a period of at least 24 hours, with sufficient power capability after the 24-hour standby period for 15 minutes of alarm condition operation.
- P. Batteries shall be electrolyte type, maintenance-free, lead-calcium, rechargeable, sealed type. Submit capacity calculation for standby and operation durations specified herein.
- Q. A charger unit shall be provided capable of recharging the batteries within 24 hours. Charger shall suit batteries furnished.
- R. Provide a smoke detector at every new fire alarm control unit, remote panel and extender panels in compliance with NFPA 72 Section 10.4.4.
- S. Provide a red, lockable, UL Listed Fire Alarm Documents Box (FDB) in accordance with NFPA 72 7.7.2 requirements and sized as required to suit system record documentation and software (paper and electronic media). Install near fire alarm control panel as approved by AHJ. Documents box shall be Space Age Electronics FAD series or equal.

2.2 WIRING

- A. Monitor and signaling devices shall be supervised by means for a class "B" circuit. This includes circuits from the fire alarm control panel, remote control modules and remote monitoring modules.
- B. All digital communications wiring shall be as recommended by manufacturer for each application and distance; wiring shall be a minimum #18 shielded AWG, foil wrap shield with integral drain wire.
- C. Power, signal and other class "B" circuit wiring shall be sized as recommended by manufacturer for each application and distance; wiring shall be a minimum #14 AWG.
- D. Provide end of line (EOL) resistors where necessary; ohmic values as required to suit system furnished.
- E. T-Taps (parallel taps) are not permitted.

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- F. All wiring routed outdoors (underground, concealed or overhead) shall be via fiber optic cable to minimize interference or damage from lightning. Provide all required modules, converters and associated work for a complete interface with system.
- G. Isolator modules shall be provided to limit the number of modules or detectors that may be rendered inoperative by a short circuit fault on SLC loops. Modules shall automatically isolate wire-to-wire short circuits on an SLC loop and when the short circuit condition is corrected, the isolator module shall automatically reconnect the isolated section. Provide isolator modules as follows:
 - 1. After each twenty-five (25) devices/control points on any addressable circuit
 - 2. For each circuit extending outside the building
 - 3. In the FACP, at the end of each loop
 - 4. On loops containing fewer than twenty-five (25) devices, place an isolator at each end of the loop and one in the electrical center of the loop.

2.3 SEISMIC REQUIREMENTS

- A. Fire alarm control panel, NAC panels, and raceways shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.

PART 3 – EXECUTION

3.1 SYSTEM OPERATION

- A. The system shall be electrically supervised, non-presignal type with operating sequence as follows. Operation of any automatic or manual station shall:
 - 1. Sound general alarm on all annunciation devices
 - 2. Shut down air handling units and activate smoke dampers per NFPA and local codes
 - 3. Display annunciator associated with initiating station
 - 4. Initiate signal from municipal report unit
 - 5. General alarm shall continue to sound until operated station and master control panel are reset. Resetting of report unit and annunciator panel shall be accomplished automatically.
 - 6. Fire doors shall close on activation of local smoke detectors only. General fire alarm shall not close all fire doors, which exception of stairwells, where all doors shall be released.
 - 7. All doors with electronic locking devices shall release as required by local codes.

3.2 NOTIFICATION SYSTEM PERFORMANCE

- A. Visual Devices: Contractor is responsible for ensuring full coverage of each space by providing devices with candela rating and coverage profile as required.
- B. Audible Devices: Contractor is responsible for ensuring sound in each space are in compliance with NFPA and Fire Marshal requirements for both audibility and sound levels. Provide and adjust devices with output as required to achieve appropriate dBA ratings.
- C. Contractor shall include in bid all work required for full compliance of visual and audible requirements and shall provide quantity and location of devices as required for a complete, code compliant system. Additional devices and associated work as required for full coverage shall be provided at no additional cost to the Owner.

3.3 ENTERTAINMENT (A/V) SYSTEMS

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- A. The building contains one or more entertainment (A/V) systems. Contractor shall provide shutdown of such systems in gymnasiums, auditoriums, theaters and similar entertainment areas upon activation of general alarm. Provide all relays, modules, interfaces, hardware, wiring and programming as required for complete, functional and orderly shutdown.

3.4 MONITORING INTEGRITY OF POWER SUPPLIES

- A. Provide all modules, interfaces, hardware, wiring and programming as required for complete monitoring of primary and secondary power supplies in accordance with NFPA 72. Failure of either power supply shall result in trouble signal.

3.5 SPRINKLER SYSTEM

- A. The building contains a sprinkler system. Contractor shall obtain fire protection (sprinkler) system shop drawings and provide all required annunciation devices; flow and tamper switch connections; auxiliary contacts; and the like, along with all required electrical work for a complete system. Finished system shall comply with applicable NFPA and local codes.

3.6 COOKING HOODS

- A. Building is provided with cooking hood fire suppression system. Contractor shall examine existing kitchen hood system and interlock fire alarm system complete with all hood systems. Provide all required contacts, hardware, relays and the like for a complete and operational system. Finished system shall comply with applicable NFPA and local codes.
- B. All heat and fuel sources under hood shall be disconnected upon activation of suppression system. Shutdown shall be provided via fail-safe system such of normally open electrically-held contactor, under voltage relay, control via supervised fire alarm circuit or similar method as approved by OSF and local codes. Provide all electrical work for a complete and operable shutdown system.

3.7 SURGE SUPPRESSION

- A. Provide surge suppression protection for power, dialers, annunciator(s), signal and device circuits. Equipment shall be UL listed for application and installed in accordance with manufacturer's instructions.

3.8 INSTALLATION

- A. All conductors and cables shall be as required by system manufacturer for functions specified and shall comply with UL, NFPA, National Electrical Code and International Fire Code in rating, type, survivability and installation.
- B. Provide raceways for all conductors and cables. See drawings for raceway types approved for various locations and applications in the project. All metallic raceways shall be red, minimum 3/4" in size. Install concealed in all finished spaces.
- C. Provide red locking kit for all circuit breakers serving fire alarm system components. Install red engraved nameplate adjacent to each breaker with wording to indicate load served.
- D. Field adjust smoke detector spacing as required to maintain 36" separation from air registers/grills, ceiling fans and other air movement devices. Maintain 30'-0" maximum spacing between detectors in corridors.

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- E. Contractor shall coordinate fire alarm device locations to avoid conflict with new and existing conditions such as lockers, murals, casework, structural steel, windows and the like. Make adjustments in final location as required, maintaining compliance with NFPA 72.
- F. Protect all detectors in construction areas from contamination and physical damage with appropriate dust covers and protective devices. Do not remove covers until completion of any dust or fume producing work is complete.
- G. Demolition of Existing Fire Alarm System:
 - 1. Existing fire alarm system shall remain in operation at all times until new fire alarm system is operating and has been accepted by code-enforcing authority.
 - 2. Provide work in the following sequence:
 - a. Check sensitivity of new smoke detectors after completion of the new system.
 - b. Demolish the existing system
 - c. Recheck sensitivity of new smoke detectors and adjust per NFPA 72, Section 17.7.

3.9 TESTING AND INSPECTIONS

- A. Engage a factory-authorized service representative to test and inspect all components, assemblies, connections, wiring and equipment installation.
- B. Perform the following tests and inspections:
 - 1. Visual Inspection: Conduct visual inspection prior to testing. Inspection shall be based on submittals, record drawings and system documentation required by the "Completion Documents, Preparation" table in the "Documentation" section of the "Fundamentals" chapter in NFPA 72. Comply with the "Visual Inspection Frequencies" table in the "Inspection" section of the "Inspection, Testing and Maintenance" chapter in NFPA 72; retain the "Initial/Reacceptance" column and list only the installed components.
 - 2. System Testing: Comply with the "Test Methods" table in the "Testing" section of the "Inspection, Testing and Maintenance" chapter in NFPA 72.
 - 3. Test audible appliances for the public operating mode according to manufacturer's written instructions.
 - 4. Test visible appliances for the public operating mode according to manufacturer's written instructions.
 - 5. Open initiating device circuits and verify that trouble signal actuates.
 - 6. Open signaling line circuits and verify that trouble signal actuates.
 - 7. Open and short notification appliance circuits and verify that trouble signal actuates.
 - 8. Ground all circuits and verify response of trouble signals.
 - 9. Introduce on system each of the alarm conditions the system is required to detect. Verify proper receipt and proper processing of signal at fire alarm control panel and correct activation of control points, door holders and the like.
- C. Prepare test and inspection reports upon successful completion of testing

3.10 RECORD OF COMPLETION

- A. At the time of substantial completion, before Engineer makes Substantial Completion Inspection, the contractor shall provide to the engineer a certificate of operation for the fire alarm system. The certificate shall:
 - 1. State that the system (all stations) has been completed, tested and operated successfully
 - 2. Include all information required in NFPA-72 on forms identical to those contained in NFPA 72, Chapter 7.

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3. Include written certification that the system has passed inspection by authority having jurisdiction

3.11 SYSTEM TRAINING

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel on all adjustments, operations and maintenance of fire alarm system.
- B. At a minimum, the training shall cover the following topics in sufficient detail:
 1. Preventative maintenance service techniques and schedules, including historical data trending of alarm and trouble records
 2. Overall system concepts, capabilities and functions
 3. Explanation of all control functions, system troubleshooting, silence, reset and similar functions
 4. Use of voice notification and communication system.
 5. Review of manuals, drawings and all technical documentation
 6. Any programming or performance peculiarities that are inherent within the system

END OF SECTION 28 31 10