# Project Manual

**REPLACE INTERCOM WIRING**
**PROJECT NO. 2548114**

**DELTONA HIGH**
**100 WOLF PACK RUN**
**DELTONA, FL 32725**

**THE SCHOOL BOARD OF VOLUSIA COUNTY FLORIDA**
**200 NORTH CLARA AVENUE**
**DELAND, FLORIDA**

**ENGINEERS**

**SGM ENGINEERING, INC.**
935 LAKE BALDWIN LANE
ORLANDO, FL 32814

**DATE: 03/02/2026**

**REVISED:**

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SCHOOL BOARD OF VOLUSIA COUNTY FLORIDA

Facility Name: Deltona High
Project Name: Replace Intercom Wiring
VCS Project No.: 2548114

All references herein that conflict with processes, procedures, or other terms outlined in the Owner contracts, as associated with this Project, the Owner contracts shall take precedence.


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*Note:*
*Project $200,000 or more, utilize the A101-2017 Standard Form of Agreement, A101-2017 Exhibit A and the A201-2017 General Conditions of the Contract (Standard Bid); project is less than $200,000 utilize the 625 Standard Form of Agreement (Proposals).*

*Specific documents listed above may not apply to this project. Select "N/A" for document(s) which do not apply to this project.* ***Required: consult the Owner's Construction Project Manager in charge to make this determination.***

Facility Name: Deltona High
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# ADVERTISEMENT FOR BID

SCHOOL BOARD OF VOLUSIA COUNTY FLORIDA
FAC DOCUMENT 630

**NOTICE** is hereby given that sealed bids for: *(Facility Name)* Deltona High, *(Project Name)* Replace Intercom Wiring, VCS Project Number 2548114, will be received by the School Board of Volusia County Florida, until *(date)* 6/30/26 at *(time)* 1:00 PM**,** in the Volusia County Schools Facilities Services Building, at which time all bids will be publicly opened and read aloud. Bids received after this time will not be accepted. Bids may be mailed or hand delivered to Volusia County Schools, Facilities Services, 3750 Olson Drive, Daytona Beach Florida 32124.

**A MANDATORY PRE-BID CONFERENCE** is scheduled for *(date)* 6/16/26, *(time)* 9:30AM at *(location)* 100 Wolf Pack Run, Deltona, FL 32725**. All bidders must attend**. The representative of each bidder shall be an authorized employee of the bidder and shall sign in accordingly.

Documents, including complete specifications, may be examined by appointment at the office of the Construction Project Manager of record at Facilities Services, 3750 Olson Drive, Daytona Beach Florida (386) 947-8786.

**BID DOCUMENTS ARE AVAILABLE VIA THE VOLUSIA COUNTY SCHOOLS WEBSITE AT:** https://www.vcsedu.org/facilities-design The documents are in PDF format and may be viewed, printed or saved to your computer.

**A310 Bid Bond Included**
*(The following sentence applies if the A310 Bid Bond is included for this project)* Bids must be accompanied by a bid bond, certified check or cashier's check in an amount equal to five (5) percent of the total bid.

Bidders for this project are required to hold a current Certificate of Prequalification issued by the School Board of Volusia County Florida at the time of bid opening. To pre-qualify contact Purchasing, 200 North Clara Avenue, DeLand Florida 32720; telephone (386)734-7190.

All bids shall be binding for a period of 60 calendar days from the date of bid opening or until School Board approval of the bid, whichever occurs first. The bid amount of the successful bidder, once approved by the School Board, shall not be subject to change or withdrawal.

All bids shall be subject to the provisions of the Solicitation, as defined in FAC Document 631, Instructions to Bidders. It is the sole responsibility of all bidders to fully comply with the provisions of the Solicitation during this bidding process.

The School Board reserves the right to reject any one or more bids as provided by law.

The School Board of Volusia County Florida

Ruben Colon, Board Chair

# INSTRUCTIONS TO BIDDERS

SCHOOL BOARD OF VOLUSIA COUNTY FLORIDA
FAC DOCUMENT 631

**TO BIDDERS**: You are hereby invited to submit a sealed bid for the following project. Bids will be publicly opened and read aloud at the time and place designated. Bids received after this time will not be accepted.

## 1. PROJECT INFORMATION

| | |
|---|---|
| **FACILITY NAME:** | DELTONA HIGH |
| **PROJECT NAME:** | REPLACE INTERCOM WIRING |
| **PROJECT NUMBER:** | 2548114 |
| **OWNER:** | THE SCHOOL BOARD OF VOLUSIA COUNTY FLORIDA |
| **ENGINEER:** | SGM ENGINEERING |
| **BID DATE AND TIME:** | June 30, 2026 @ 1:00 PM |
| **LOCATION:** | Volusia County Schools<br>Facilities Services<br>Bid Conference Room<br>3750 Olson Drive<br>Daytona Beach, Florida 32124<br>Phone: 386-947-8786 |

**MANDATORY PRE-BID CONFERENCE**

| | |
|---|---|
| **DATE AND TIME:** | June 16, 2026 @ 9:30AM |
| **LOCATION:** | Deltona High<br>100 Wolf Pack Run<br>Deltona, FL 32725 |

**All Bidders must attend** the pre-bid conference. The representative of each Bidder shall be an authorized employee of the Bidder and shall sign in accordingly.

**CONSTRUCTION TIME:**
One Hundred and Eighty (180) consecutive calendar days after written “Notice to Proceed”.

**BID DOCUMENTS:**

Documents, including drawings and specifications, may be examined at the office of:

SGM ENGINEERING, INC. 935 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814

Bid documents are available in digital format. Bidders may view, print or save copies of the bid documents via the Volusia County Schools website at: https://www.vcsedu.org/facilities-design
*(Note: documents for proposals not published online.)*

**BID RESULTS:**

The bid results will be available on the district web site at https://www.vcsedu.org/facilities-design
*(Note: proposal results not published online.)*

**DIRECTIONS TO SCHOOLS AND FACILITIES**

Directions to School Board of Volusia County schools and facilities are available via the district website at: https://www.vcsedu.org/community-information-services/maps-and-directions.

## 2. DEFINITIONS

2.1 **Contract**: *(select contract applicable to Project)*
☒ Standard Form Agreement between Owner and Contractor, AIA Document A101-2017, as modified by the Owner and General Conditions of the Contract for Construction, AIA Document A201-2017, as modified by the Owner.
☐ Standard Form of Agreement Between Owner and Contractor for a Small Project, FAC Document 625.

2.2 **Contractor**: The term Contractor as used in this Solicitation shall be defined as provided in Section 489.105(3), Florida Statutes (2003) and shall be licensed to perform that work and in direct contractual relationship with Owner.

2.3 **Bidder**: Contractor which has received a certificate of prequalification by the School Board in conformance with State Board of Education Rules and School Board Policy 604. Certificate of prequalification shall only entitle a Contractor to submit a bid and shall not constitute proof of Bidder's ability to perform a contract or serve as a substitute for any of the qualifications imposed on Contractor in the Solicitation.

2.4 **Lowest Responsible Bidder**: A Contractor who has the skills, qualifications, ability and experience to perform the contract, in all respects, as required by the Solicitation and who has submitted the lowest responsible bid.

2.5 **Non-responsive bid**: Shall include, but not be limited to, submission of a subcontractor without required licensing, submission of incomplete forms or documentation, failure to demonstrate the skills, qualifications, ability and experience to perform the contract as required by the Solicitation of both the Bidder and its subcontractor(s), or any other reason provided by law.

2.6 **Self-performance**: Performance of work by the Bidder in one or more of the types of work as disclosed under FAC Document 633, List of Subcontractors, which is undertaken and completed entirely by his own forces through the use of skilled and unskilled labor, supervision and equipment owned, operated and controlled by the Bidder without the assistance, employ, contract or reliance on any third parties, individual or corporate, except that a total of not more than 10% of the cost of performing the work, that is to be self-performed, may be expended to utilize outside sources to perform the work and then only when the third party assistance is so specialized as to be commonly employed in the industry as it is otherwise not economically reasonable to maintain it internally.

2.7 **School Board**: The School Board of Volusia County Florida. The term "Owner" may be used interchangeably.

2.8 **Solicitation**: Consists of the following documents: Project Manual, Advertisement for Bid, Drawings, Addenda. The term includes what is generally defined as "Invitation to Bid" and "Request for Proposals" in Section 287.012, Fla. Stat. (2003).

2.9 **Subcontractor**: Any person or entity under contract with a Contractor to provide services or labor for the construction, installation, or repair of an improvement of real property. For purposes of this Solicitation, this term does not include suppliers who provide only materials, equipment or supplies to a Contractor.

## 3. PREQUALIFICATION OF BIDDERS

The prequalification process and terms and conditions of certificates of prequalification shall be governed by Volusia County School Board Policy 604.

A Bidder's failure to hold a certificate of prequalification at the time of bid submittal shall result in the automatic rejection of that bid.

## 4. BID SUBMITTAL

Each Bidder, on or before the bid date and time specified above, shall sign and submit, to Volusia County Schools, Facilities Services, 3750 Olson Drive, Daytona Beach Florida 32124, one (1) original and one (1) copy of the FAC Document 632, Bid Form, of the Solicitation in the format provided herein, with all bid information completed and two (2) copies of all other required bid documentation. If bids are delivered by U.S. mail, or some other form of delivery other than hand-delivery, a return receipt may be requested. Submittals containing any condition, omissions, unexplained erasures, alterations, items not called for or irregularities of any kind may be rejected by the School Board. Any additions or deletions made before bid opening shall be made solely on FAC Document 632, Bid Form. Verbal or digital bid submittals will not be considered.

Each Bidder's submittal shall be placed in an envelope and sealed and marked with the name of the project. Required bid documents included with the Bid Form shall be assembled as follows: FAC Document 632 Bid Form, AIA Document A310 Bid Bond (if required for this project), Power of Attorney (if required for this project), FAC Document 633 List of Subcontractors and then any other documents required. Bid documents (original set and copy set) shall be stapled or paperclipped, binders of any kind as well as separation pages should not be used. Failure to submit any bid document or bid information with the bid, as specified, shall result in the bid being rejected as non-responsive.

The School Board expressly reserves the right to waive minor technicalities, and to use sufficient time to investigate the bids and the skills, qualifications, experience and ability of the Bidders and its subcontractor(s) to fully perform the contract requirements. Any refusal by a Bidder or subcontractor(s) to respond to the School Board's request for information shall deem a bid non-responsive and serve as grounds for rejection of the bid by the School Board. Any documentation requested by School Board during this investigation process shall not be deemed a supplement to a bid, but as part of its good faith investigation process. Any withdrawal of a subcontractor by a Bidder without good cause shown shall deem a bid non-responsive and serve as grounds for rejection of the bid by the School Board; however, in no event shall any substitution of a subcontractor result in an increase in the bid amount.

A Bidder's failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of the right to protest under Chapter 120, Florida Statutes, or by any other means.

Award of the contract will be made to the lowest responsible Bidder for the actual amount bid; however, the School Board reserves the right to reject all bids as provided by law.

All bids shall be binding for a period of 60 calendar days from the date of bid opening or until School Board approval of the bid, whichever occurs first. The bid amount of the successful Bidder, once approved by the School Board, shall not be subject to change or withdrawal.

## 5. AIA DOCUMENT A310, BID BOND - REQUIRED

If a Bid Bond is required, the Bid and Bid Bond must be accompanied by a certified check or cashier's check in an amount equal to five (5) percent of the total bid and shall be made payable to the "School Board of Volusia County Florida." The bond or check shall be irrevocable for 60 calendar days from the date of bid opening or until School Board approval of the bid, whichever occurs first.

All Bidders shall submit one (1) copy of the Bid Bond on form AIA Document A310 Bid Bond. Surety companies providing Bidders' bonds shall be licensed to operate in the State of Florida and shall be rated "excellent" or better by Best Insurance Rating Guide. The bond shall be signed or countersigned by a

Florida Resident Agent. You must provide a signed Power of Attorney for each copy of the bond. A Bidder may, at its option, submit a certified check from a Florida bank or a cashier's check as bid security, original and one photostat copy required.

## 6. SUBCONTRACTOR DISCLOSURE

Bidders shall furnish, on the FAC Document 633, List of Subcontractors form, a full disclosure of subcontractors to be utilized on the project or a clear representation of the Bidder's intent to self-perform the work, as defined, as an attachment to FAC Document 632, Bid Form.

## 7. EXAMINATION OF SITE

Bidders are required to visit the construction site, prior to bidding, compare the Drawings and Specifications with any work in place and inform themselves of all conditions thereof. Failure to visit site will in no way relieve the successful Bidder from furnishing materials or performing any work necessary to complete the project in accordance with the contract documents, and specifications.

## 8. ADDENDA

Only those Contractors who attend the mandatory pre-bid meeting will be notified via email of the issuance of Addenda for this project. All addenda will be published on the Owner's website.
*(Note: addenda for proposal projects not published online.)*

## 9. PUBLIC ENTITY CRIME INFORMATION STATEMENT

All invitations to bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

> "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

## 10. BID PROTEST BOND

As a condition precedent to filing a bid protest pursuant to Section 120.57(3)(f), Florida Statutes, a protestor shall post a bid protest bond consistent with Section 255.0516, Florida Statutes Any failure by a protestor to file a bid protest bond with the School Board at the time of filing a bid protest shall result in a dismissal with prejudice of the protest for failure to comply with Section 255.0516, Florida Statutes All bid protests must be accompanied by a bid protest bond in the form provided herein and a certified check or cashier's check in an amount consistent with that identified in Section 255.0516(1) or (2), Florida Statutes for this project.

## 11. CONTRACTOR ACKNOWLEDGMENT FORM

The successful Contractor shall submit an executed Contractor Acknowledgment Form (included in these specifications) to Facilities Services before work begins. On this form the Contractor acknowledges that it has been given access to and has read the asbestos survey, management plan, re-inspection report (if applicable) and/or the certificate of final inspection (if applicable) for the school it will be working in. Further, it acknowledges that the Contractor must cease work and notify the project manager and asbestos program manager in the event of encountering materials not previously identified by the aforementioned reports.

This document must be submitted with the executed contract documents.

## 12. CONTRACT

The successful Bidder shall execute the Contract for the amount as submitted by the Bidder and approved by the School Board, within ten (10) working days after written notification of acceptance. A binding contract exists upon the issuance of the School Board's Notice of Acceptance of Bid.

The terms and conditions of this Solicitation shall prevail over any other conflicting language until the award of the contract to the lowest responsible Bidder and issuance of the School Board's Notice of Acceptance of Bid.

## 13. FAC DOCUMENT 640, PERFORMANCE AND PAYMENT BOND - REQUIRED

If a Performance and Payment is required, the successful Bidder shall submit four (4) signed copies of a Performance and Payment Bond from a surety insurer authorized to do business in the State of Florida equal to one hundred percent (100%) of the total contract amount. The School Board's standard Bond Form, included herein, shall be used to submit the information. The Performance and Payment Bond shall be submitted simultaneously with the execution of the Contract. The Performance and Payment Bond shall be subject to the provisions of Section 255.05, Florida Statutes, and shall not expire until one (1) year after the date of the Certificate of Final Payment. The Performance and Payment Bond shall be executed on the same day as the Contract and shall include a Power of Attorney for each copy of the Bond.

## 14. LIQUIDATED DAMAGES

The parties acknowledge the School Board will suffer damages if the project has not reached Substantial Completion and Final Completion on the dates set forth in the Contract. The damages suffered by the School Board, in the event of a delay, are not readily ascertainable. Due to the difficulty in ascertaining the damages, the Contractor and the Contractor's surety shall be liable for and shall pay, as liquidated damages, the sum of Three Hundred dollars and Zero cents ($300.00) per calendar day for each calendar day or part thereof, the delay in the project continues beyond the deadline set by the terms of the Contract for Substantial Completion of the work. The parties acknowledge that these sums are not a penalty, but are the amount agreed upon by the parties as liquidated damages representing the losses to the School Board which would be incurred in the event the project is delayed by the Contractor beyond the date of Substantial Completion and the date of Final Completion as set forth in the Contract.

## 15. TIME OF THE ESSENCE

Any time periods provided for herein which shall end on a Saturday, Sunday, or a legal holiday shall extend to 5:00 p.m. of the next business day. Time is of the essence in this Contract.

# BID FORM

SCHOOL BOARD OF VOLUSIA COUNTY FLORIDA
FAC DOCUMENT 632

TO: School Board of Volusia County Florida
Facilities Services
3750 Olson Drive, Daytona Beach Florida 32124
(386) 947-8786

The undersigned, having become familiarized with the local conditions affecting the cost of the work and with the Drawings and Specifications as prepared by SGM Engineering, Inc. hereby submits the following bid / proposal:

Facility Name: Deltona High
Project Name: Replace Intercom Wiring
VCS Project No.: 2548114

COMPANY NAME: _____
ADDRESS: _____
PHONE: _____

I (We) propose to furnish all labor, materials, equipment and services necessary for the completion of the above project, all in accordance with the Drawings and Specifications hereof, including any addenda issued, as indicated below.

**BASE BID**
*Note: modify the format in the box below as needed for this project.*

As shown on the drawings and specifications, the sum of:
_____ ($_____).

**ALTERNATES -** As described below.
*(Note: A/E insert description below; add additional Alternates as needed.)*

**ALTERNATE NO.1:** Provide ADD ALTERNATE to provide new intercom call buttons to replace all existing intercom call buttons throughout the campus.
If the owner elects to proceed with Alternate No. 1, as described in the Contract Documents:
☐ add / ☐ deduct _____
($_____).

.

**ALTERNATE NO.2:** Provide ADD ALTERNATE to provide new interior speakers and grills for all existing interior intercom speakers and grills throughout the campus.
If the owner elects to proceed with Alternate No. 2, as described in the Contract Documents:
☐ add / ☐ deduct _____
($_____).

**UNIT PRICES -** No unit prices for this project.
*(Note: A/E insert description below; add additional Unit Prices as needed.)*

**BID SECURITY - REQUIRED**
If required, bid security in an amount equal to 5% of the total bid proposal is enclosed with the understanding that this proposal shall remain in full effect for a period of 60 days starting at the bid opening date and time.

The undersigned agrees to commence work under the Contract on or before a date to be specified in the written FAC Document 650 Notice to Proceed, and to substantially complete the project within One Hundred and Eighty (180) consecutive calendar days thereafter, as specified in Article 3 of AIA Document A101-2017 Agreement, or Article 2 of FAC Document 625 Agreement, which ever is applicable to this project.

The Bidder acknowledges the following addendum (addenda) is made an integral part of the bid documents:

| Addendum No. | Date Issued | Addendum No. | Date Issued |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

In submitting this bid / proposal, the Bidder acknowledges this bid / proposal is based on all construction documents and addenda as posted on the Owner's website or otherwise provided by the Owner's representative. The Owner reserves the right to accept or reject any or all bids / proposals and is not obligated to accept the lowest responsible bid / proposal.

OFFICIAL COMPANY NAME AND ADDRESS:

_____ By: _____
*(Signature)*

_____

_____ _____
*(Print Name, Title)*

_____

# AIA® Document A310™ – 2010

## *Bid Bond*

**CONTRACTOR:**
*(Name, legal status and address)*

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

**OWNER:**
*(Name, legal status and address)*

**BOND AMOUNT:** $

**PROJECT:**
*(Name, location or address, and Project number, if any)*

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

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

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

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, 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.

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**User Notes:**

Signed and sealed this day of ,

| | |
|---|---|
| | *(Contractor as Principal)* *(Seal)* |
| *(Witness)* | *(Title)* |
| | *(Surety)* *(Seal)* |
| *(Witness)* | *(Title)* |

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**User Notes:**

# LIST OF SUBCONTRACTORS

SCHOOL BOARD OF VOLUSIA COUNTY FLORIDA
FAC DOCUMENT 633

| | |
|---|---|
| Bidder Company Name: | |
| Facility Name: | Deltona High |
| Project Name: | Replace Intercom Wiring |
| VCS Project Number: | 2548114 |

This form shall be considered an integral part of FAC Document 632, Bid Form, and shall be submitted with the Bid Form.

The term Subcontractor as used herein shall be used as defined in FAC Document 631, Instructions to Bidders.

For each "TYPE OF WORK" listed below, list the name of the subcontractor who will be performing any portion of that work. Use additional sheets, if needed.

Bidder may list itself to self-perform, as defined in FAC Document 631, Instructions to Bidders, a type of work when the Bidder is currently licensed to and shall perform that type of work and provides completed FAC Document 634, Bidder Project Data for Self-Performed Projects, within five (5) days to the date of this bid, for at least two (2) previously self-performed projects of comparable size and scope of this Contract for the last five (5) years.

There shall be no exceptions to a Bidder's obligation to provide the aforementioned documentation in the time frame provided. Failure to provide any of the aforementioned documentation or comply with the requirements of this form shall constitute a material deviation from the requirements of this Solicitation and shall serve as grounds for rejecting the bid as non-responsive.

*(Consultant: modify the list of work in the table below as needed for the Project.)*

| TYPE OF WORK | SUBCONTRACTOR |
|---|---|
| 1. Intercom | |
| 2. | |
| 3. | |

# BIDDER PROJECT DATA
# FOR SELF-PERFORMED PORTIONS OF THE WORK

SCHOOL BOARD OF VOLUSIA COUNTY FLORIDA
FAC DOCUMENT 634

Facility Name: Deltona High
Project Name: Replace Intercom Wiring
VCS Project No.: 2548114

Instructions to Bidder: Work completed in the past 5-years. For each type of work proposed to be self-performed by Bidder in FAC Document 633 of the Solicitation, provide full responses to this form. In the event Bidder requires additional space, Bidder is authorized to reproduce this form.

Submitted by - Firm Name: _____

Firm Address: _____

**Self-performed Project No. 1**

Project: _____

A. Type of Work: _____

Description: _____ Date Completed: _____

Location: _____

Value of Self-performed Work: _____ Total Project Value: _____

B. Owner: _____

Contact Person(s): _____ Phone: _____

Email: _____

Office Address: _____

C. Arch. or Eng.: _____

Contact Person(s): _____ Phone: _____

Email: _____

Office Address: _____

**Self-performed Project No. 2**

Project: _____

A. Type of Work: _____

Description: _____ Date Completed: _____

Location: _____

Value of Self-performed Work: _____ Total Project Value: _____

B. Owner: _____

Contact Person(s): _____ Phone: _____

Email: _____

Office Address: _____

C. Arch. or Eng.: _____

Contact Person(s): _____ Phone: _____

Email: _____

Office Address: _____

**Self-performed Project No. 3**

Project: _____

A. Type of Work: _____

Description: _____ Date Completed: _____

Location: _____

Value of Self-performed Work: _____ Total Project Value: _____

B. Owner: _____

Contact Person(s): _____ Phone: _____

Email: _____

Office Address: _____

C. Arch. or Eng.: _____

Contact Person(s): _____ Phone: _____

Email: _____

Office Address: _____

**Self-performed Project No. 4**

Project: _____

A. Type of Work: _____

Description: _____ Date Completed: _____

Location: _____

Value of Self-performed Work: _____ Total Project Value: _____

B. Owner: _____

Contact Person(s): _____ Phone: _____

Email: _____

Office Address: _____

C. Arch. or Eng.: _____

Contact Person(s): _____ Phone: _____

Email: _____

Office Address: _____

The foregoing is a statement of fact. Any inaccurate information disclosed in this form shall constitute a major deviation from the Solicitation and result in the rejection of bid as non-responsive to the requirements of the Solicitation.

_____ _____

*Print Name* *Title*

_____ _____

*Signature* *Date*

# TRENCH SAFETY ACT FORM

SCHOOL BOARD OF VOLUSIA COUNTY FLORIDA
FAC DOCUMENT 635

Facility Name: Deltona High
Project Name: Replace Intercom Wiring
VCS Project No.: 2548114

This form shall be completed, signed and submitted with FAC Document 632, Bid Form. Failure to submit this form at the time of bid will constitute automatic disqualification and non-acceptance of bid proposal.

The undersigned, herein called "Bidder", has determined to his own complete satisfaction that all portions of the Florida Trench Safety Act (90-96, Laws of Florida) as the OSHA Excavation Safety Standards 29, CFR part 1926.650 Subpart P, will be fully complied with and executed properly on this project.

Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The bidder further identifies the costs to be summarized below:

| | Trench Safety Measure (Description) | Units of Measure (LF, SY) | Unit (Quantity) | Unit Cost | Extended Cost |
|---|---|---|---|---|---|
| A. | _____ | _____ | _____ | _____ | _____ |
| B. | _____ | _____ | _____ | _____ | _____ |
| C. | _____ | _____ | _____ | _____ | _____ |
| D. | _____ | _____ | _____ | _____ | _____ |
| | | | | Total | _____ |

In Witness whereof, the Bidder as hereunto set his signature and affixed his seal

this _____ day of _____ in the year _____

Firm: _____ *(SEAL)*

By: _____

Name and Title: _____

# BID PROTEST BOND

SCHOOL BOARD OF VOLUSIA COUNTY FLORIDA
FAC DOCUMENT 636

Bond Number:
Facility Name:
Project Name:
VCS Project No.:

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____ a *(select one)* ☐ corporation ☐ joint venture ☐ partnership ☐ proprietorship ☐ limited liability company organized and existing under the laws of the State of _____, and duly authorized to do business in the State of Florida and having its principal place of business at _____ as PRINCIPAL; and _____, a surety company, organized under the laws of the State of _____, and duly authorized to do business in the State of Florida, whose principal place of business is _____ as SURETY, are held and firmly bound unto the School Board of Volusia County Florida as OBLIGEE in the amount of _____ Dollars ($_____) for the payment of which sum we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally.

THIS BOND is issued under provisions of Section 255.0516, Florida Statutes. The above-named principal has initiated an administrative protest pursuant to Section 120.57, Florida Statutes, regarding the School Board of Volusia County's (Board) bid solicitation, bid rejection or contract award for the above-referenced project, which protest is conditioned upon the posting of a bond. The bond shall be conditioned upon the payment of all costs and attorneys' fees which may be adjudged against the person filing the protest in the administrative hearing in which the action is brought and any subsequent appellate court proceeding.

NOW, THEREFORE, if the Principal, after conclusion or termination of the administrative hearing process, and/or any appellate court proceedings regarding the protest, shall satisfy all attorneys' fees, costs and interest thereon, rendered by final order and/or judgment, in favor of the Board as the prevailing party, then the obligation shall be null and void; otherwise this bond shall remain in full force and effect.

The Board may bring an action in a proper court on this bond for the amount of such liability, including all additional costs and attorneys' fees associated with a claim against the bond.

PRINCIPAL _____

BY _____

TITLE _____ (CORPORATE SEAL)

ATTEST _____

TITLE _____

SURETY _____

BY _____ (CORPORATE SEAL)

TITLE _____

Florida Licensed Insurance Agent _____

NOTE: Power of attorney showing authority of Surety's agent or Attorney in fact must be attached.

# 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 Board of Volusia County Florida
200 North Clara Avenue, DeLand Florida 32720

Document mailing address: 3750 Olson Drive, Daytona Beach Florida 32124

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

_____

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

_____

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

_____

The Owner and Contractor agree as follows.

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTIONS

7 TEMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONSTRACT 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. Contract documents include the Contractor's bid or proposal.

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:

[ ] The date of this Agreement.

[ X ] 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



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§ 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.)*

[ X ] Not later than _____ ( _____ ) consecutive 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 of 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.)*

The parties acknowledge the Owner will suffer damages if the project has not reached Substantial Completion and Final Completion on the dates set forth in the Contract. The damages suffered by the Owner, in the event of a delay, are not readily ascertainable. Due to the difficulty in ascertaining the damages, the Contractor and the Contractor's surety shall be liable for and shall pay, as liquidated damages, the sum of _____ dollars _____ cents ($_____) per calendar



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day for each calendar day or part thereof, the delay in the project continues beyond the deadline set by the terms of the Contract for Substantial Completion of the work. The parties acknowledge that these sums are not a penalty, but are the amount agreed upon by the parties as liquidated damages representing the losses to the Owner which would be incurred in the event the project is delayed by the Contractor beyond the date of Substantial Completion as set forth in the Contract. Time is of the essence. Any such liquidated damages may, at the option of the Owner, be withheld and deducted from any unpaid portion of the Contract sum.

§ 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 Document.

§ 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 first day of a month and certified to the Owner by the seventh day of the month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the same month. If an Application for Payment is received by the Architect and certified to the Owner after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) 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 and Owner may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment. The Contractor shall not make changes in the Schedule of Values without prior approval of the Architect and Owner.

§ 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.)*

Retainage, not to exceed five percent (5%), shall be withheld from each progress payment to the Contractor for Projects with a total cost of construction services identified in the contract of more than two hundred thousand dollars ($200,000.00), 218.735 F.S.

§ 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 applicable for Final Payment along with all warranties, guarantees, close out documents including all as built drawings in paper document and digital combined PDF format, transmitted via FTP or other Owner accepted protocol, and items required under the Contract Documents as submitted to the Architect or Engineer for review and transmittal to the Owner; and

.3 Board acceptance of the Certificate of Final Inspection (CFI); and

.4 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:

_____

~~§ 5.2 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 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

[ X ] 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.~~ The Contractor's representative shall not be changed without prior written approval by the Owner.

§ 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 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 Drawings

| Exhibit | Title | Date |
|---|---|---|
| B | List of Drawings | |

.5 Specifications

| Exhibit | Title | Date |
|---|---|---|
| C | List of Specifications | |

.6 Addenda, if any:

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

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

.7 Other Exhibits:
*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

Supplemental and other Conditions of the Contract:

_____



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**.8** 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.

School Board of Volusia County Florida _____

| | |
|---|---|
| OWNER *(Signature)* | CONTRACTOR *(Signature)* |
| , Board Chair<br>*(Printed name and title)* | *(Printed name and title)* |
| WITNESS *(Signature)* | WITNESS *(Signature)* |
| , Superintendent<br>*(Printed name and title)* | *(Printed name and title)* |

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# Exhibit A – Insurance and Bonds
# to AIA Document A101 – 2017 Agreement

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)*

_____

THE OWNER:
*(Name, legal status and address)*

School Board of Volusia County Florida
200 North Clara Avenue, DeLand Florida 32720

Document mailing address: 3750 Olson Drive, Daytona Beach Florida 32124

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. The Owner, at its discretion, may modify this document at any time during the preparation of the Contract to conform to the Project.

## 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~~ Section A.2.2 and, upon the Contractor's request, provide a copy of the ~~property~~ insurance policy or policies required ~~by Section A2.3~~. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

### § A.2.2 Liability and Property Insurance

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

§ A.2.3 Required Property Insurance

§ A.2.3.1 ~~Unless this obligation is placed on the~~ 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~~ Contractor'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~~ Contractor 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~~ Contractor shall be responsible for all loss not covered because of such deductibles or retentions. Deductibles in excess of $50,000 shall not be permitted.

§ 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~~ Contractor 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 Contractor shall be responsible for all co-insurance penalties.

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§ A.2.4 Optional Extended Property Insurance.
The ~~Owner~~ Contractor shall purchase and maintain the insurance selected and described below.
*(Select the types of insurance the ~~Owner~~ Contractor 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.)*

[ ] § 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.

[ X ] § 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.

[ ] § 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.

[ ] § 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.

[ ] § 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.

[ ] § 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.

[ ] § 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.)*

[ X ] § 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.)*

[ ] § 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. The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits. Failure of the contractor to obtain and maintain required insurance shall be grounds for termination of the Contract by the Owner. 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, including a copy of the additional insured form attached to the certificate of insurance, on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies. Umbrella excess liability shall be provided for Projects with a contract sum in excess of one million dollars ($1,000,000); not less than one million dollars ($1,000,000) over primary insurance; and retention for self-insured hazards for one million dollars ($1,000,000).

§ 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. The Contractor, for your Work, shall maintain completed operations coverage for itself and each additionally insured for at least five (5) years or the Florida Statute of Repose whichever is greater. 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, rated by A.M. Best "A-" or better, 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

§ 3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than one million dollars ($1,000,000) each occurrence, one million dollars ($1,000,000) per claimant, two million dollars ($2,000,000) general aggregate, and two million dollars ($2,000,000) 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;

.6 contractual liability for bodily injury and property damage not less than one million dollars ($1,000,000) per claimant and each occurrence; and for property damage two million dollars ($2,000,000) general aggregate; and

.7 property damage liability shall provide X, C and U coverage.

§ A.3.2.2.2 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.

§ 3.2.3 Automobile Liability covering vehicles owned, hired, leased and non-owned vehicles used, by the Construction Manager, with policy limits of not less than one million dollars ($1,000,000) 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. The Owner is to be named as additionally insured. The State of Florida has no-fault automobile insurance requirements; the Contractor shall be certain coverage is provided which conforms to any specific stipulation in this law.

§ 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.

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§ A.3.2.5 Workers' Compensation at State, Chapter 440 Florida Statutes, and Federal, e.g. Longshoremen's Statute, statutory limits with policy limits not less than one million dollars ($1,000,000.00) each accident, each employee and policy limit.

§ A.3.2.5.1 In the event the Contractor is using leased employees (PEO arrangement), provide the same workers' compensation policy limits as Section 3.2.5; and a waiver of subrogation in favor of alternate employers' endorsement showing the subcontractor as the alternate employer.

§ 3.2.6 Employers' Liability with policy limits not less than one million dollars ($1,000,000) each accident, one million dollars ($1,000,000) each employee, and one million dollars ($1,000,000) 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.

§ 3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than one million dollars ($1,000,000) per claim and one million dollars ($1,000,000) in the aggregate.

§ 3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than one million dollars ($1,000,000) per claim and one million dollars ($1,000,000) in the aggregate.

§ 3.2.10 Coverage under Sections 3.2.8 and 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.

§ 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.

§ 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.)*

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

[ X ] § 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.)*

[ ] § 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.

[ ] § 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.

[ X ] § 3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site, including scaffolding and other equipment used on the Project, on an "all-risks" completed value form.

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

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

**Coverage** **Limits**

§ A.3.4 Performance Bond and Payment Bond
§ A.3.4.1 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.)*~~

~~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.~~

§ A.3.4.2 Unless otherwise agreed in writing prior to beginning Work, the Contractor shall furnish and pay for a Performance and Payment Bond on the Project in the amount of one-hundred percent (100%) of the Contract Price. The liability under said Bond shall be coextensive with the Contractor for all damages arising out of Contractor's breach of this agreement or failure to perform, including, but not limited to, delay damages, liquidated damages (if any), completion of punch lists and the Contractors responsibilities under Section 12.2.2.1 of the General Conditions. "Conditional" Payment Bonds under Florida Statutes, Section 713.245, shall not be acceptable. Proper Power of Attorney shall accompany said bonds.

§ A.3.4.3 The Contractor shall provide a Public Construction Bond as required by 255.05 F.S.; the Performance and Payment Bonds shall be on forms provided and approved by the Owner.

§ A.3.4.4 Bonds shall be secured through sources acceptable to the Owner. To be acceptable to the Owner as Surety for Performance and Payment Bonds, a Surety Company shall comply with the following provisions:

.1 the Surety Company must be authorized to do business in the State of Florida; and
.2 the Surety Company shall have been in business and have a record of successful continuous operations for at least five years; and

.3 the Surety Company shall have at least A.M. Best Company Policyholder's Rating of "A-" and "Financial Size Category" of class XI or an equivalent rating from the Insurance Commissioner if not rated by A.M. Best.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

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

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# AIA Document A201 – 2017

## *General Conditions of the Contract for Construction*

for the following PROJECT:
*(Name and location or address)*

_____

THE OWNER:
*(Name, legal status and address)*

School Board of Volusia County Florida
200 North Clara Avenue, DeLand Florida 32720

Document mailing address: 3750 Olson Drive, Daytona Beach Florida 32124

THE ARCHITECT:
(Name, legal status and address

_____

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

All references herein to "Contractor" shall mean "Construction Manager" for Construction Management contract Projects in lieu thereof. 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 (A201-2017 General Conditions of the Contract as modified by Owner hereinafter "A201-2017", 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 (3) 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.~~

§ 1.1.2.1 Three (3) original Contract documents shall be signed by both parties with one (1) signed document delivered to Contractor after Owner approval.

§ 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 Architect ~~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.

§ 1.1.9 Third Party Beneficiary

Nothing contained in the Contract Documents shall create a contractual relationship between the Owner and any third party; however, it is understood and agreed that the Owner is an intended third-party beneficiary of all contracts for design or engineering services, all subcontracts, purchase orders as well as all agreements between the Contractor and third parties. The Contractor shall incorporate the obligations of this Contract into its respective subcontracts, supply agreements and purchase orders.

§ 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 intended ~~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.

§ 1.2.4 The term "Provide", as used in the Contract Documents, includes furnishing all labor, supervision, tools, materials, supplies, equipment, shop drawings, product data and samples, together with all services, accessories and costs associated with performance of the work, for production of an item or system usable in the completed project.

§ 1.2.5 Where conflict or discrepancies exists within or between the Contract Documents or between the Contract Documents and applicable industry standards or applicable codes, ordinances, or other legal requirements, the more stringent requirements shall apply; otherwise, the following order of precedence shall be used.

.1 The Agreement
.2 Supplementary Conditions, if any
.3 These General Conditions
.4 Addenda, if any, with those of later date having precedence over those of earlier date
.5 Specifications
.6 Drawings

§ 1.2.6 Any organization's document referred to, unless otherwise specified in the Specifications, shall mean the latest edition of such document adopted and published prior to the date of the Specifications, and such documents shall be a part of the Specifications with the same effect as if written therein in full.

§ 1.2.7 Dimensions indicated on any Drawings are required dimensions, regardless of measurement per given scale. The Contractor shall verify at the Site necessary levels, measurements, etc., for proper and complete fabrication, assembly and installation of Work. Where dimensions are not indicated, and exact location is not apparent, the Contractor shall notify the Owner and Architect. Inadvertent discrepancies or omissions of details, figures or notes on one drawing, where another drawing correctly sets forth such information, shall not be cause for additional charges or claims.

§ 1.2.8 The interrelation of the Specifications, the Drawings and the Schedules is as follows: The Specifications determine the nature of the setting of the various materials; the Drawings establish the quantities, dimension and details; and the Schedules give the locations. Should the Drawings disagree in themselves, or with the Specifications, the better quality or greater quantity of work or materials shall be estimated upon and, unless otherwise ordered by the Architect in writing, shall be performed or furnished. Explanatory notes on Drawings take precedence over Specifications. Figures given on Drawings take precedence over scaled measurements, and large-scale details take precedence over small Drawings.

§ 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 Unless otherwise provided in the Owner's Agreement with the Architect, 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.

§ 1.6.3 Written notice requirements of this Contract imposed upon the Contractor shall be strictly construed and such requirements are a condition precedent to Contractor pursuing any rights or remedies hereunder. Contractor expressly waives its rights to claim any waiver by the Owner of such notice requirements based upon the Owner having actual knowledge, implied, verbal or constructive notice, suffering lack of prejudice or any other grounds as substitute for the failure of the Contractor to comply with the express written notice requirements herein.

§ 1.7 Digital Data Use and Transmission

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

§ 1.7.2 The Owner, at its discretion and direction, intends to utilize Procore Construction Management software platform which is licensed to the Owner. Access to the platform shall be provided to the Contractor at no cost to the Contractor.

- .1 The Procore Certification Program, as applicable to the Contractor's software access, shall be provided to those deemed necessary by the Contractor and Owner for the Project. The program is a self-paced webinar format intended to familiarize the user with the software. Time will be allotted to the Contractor for this purpose.
- .2 The Contractor shall perform the following:
  - .1 upload pertinent documents and files within the Procore software as established by the Owner; and
  - .2 utilize Procore Tools to manage specific data based documents and information; and
  - .3 collaborate and communicate with the Owner and Consultants within the Procore software; and
  - .4 modify the drawings within the Procore software throughout the Project in order to create as built drawings; and

.5 other Owner assigned and/or required Procore software processes necessary for the successful completion of the Project.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model ~~and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form,~~ shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.9 Public Records Compliance

§ 1.9.1 If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Custodian of Public Records at (386) 734-7190 extension 20119, custserv@volusia.k12.fl.us or 200 North Clara Avenue, DeLand Florida 32720. The Contractor shall:

.1 Keep and maintain public records required by the school district to perform the service; and

.2 Upon request from the school district's custodian of public records, provide the school district with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; and

.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the school district; and

.4 Upon completion of the contract, transfer, at no cost, to the school district all public records in possession of the Contractor or keep and maintain public records required by the school district to perform the service. If the Contractor transfers all public records to the school district upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the school district, upon request from the school district's custodian of public records, in a format that is compatible with the information technology systems of the school district.

§ 1.9.2 Failure of the Contractor to abide by the terms of this provision shall be deemed a material breach of this agreement and the School District of Volusia County may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney's fees and costs associated with that proceeding. This provision shall survive termination or expiration of the contract.

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 term "Owner" means the Owner or the Owner's authorized representative, who shall be the Superintendent or designee. The Owner's Representative is authorized to act on the Owner's behalf as provided herein and in applicable law, regulation or ordinance. The Owner's Representative has the authority to reject unsatisfactory work and to stop the work if necessary to ensure its proper execution. Failure of the Owner's Representative, in any one or more instances, to insist on strict performance of any of the terms of the Contract or to exercise any option herein conferred shall not be construed as a waiver or relinquishment of future insistence of any such terms or options. ~~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 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. ~~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~~ may, at Owner's sole discretion, 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~~ may 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 to the extent available to the Owner, without being responsible for the accuracy of completeness of same, 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 such survey 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

§ 2.4.1 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. The Owner shall incur no liability for delays occasioned by any stop-work order issued in accordance with this paragraph.

§ 2.4.2 If, after consultation with the Architect, suspension of the Work is warranted by reason of unforeseen conditions which may adversely affect the quality of the Work if such Work were continued, the Owner may suspend the Work by written notice to the Contractor. In such event, the Contract Time shall be adjusted accordingly, and the Contract Sum shall be adjusted to the extent, if any, that additional costs are incurred by reason of such suspension. If the Contractor, in its reasonable judgment, believes that a suspension is warranted by reason of unforeseen circumstances which may adversely affect the quality of the Work if the Work were continued, the Contractor shall immediately notify the Owner and the Architect of such belief and describe with particularity the reasons therefor.

§ 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 ~~five~~ 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~~ commence and continue to carry out the Work. 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.~~ The right of Owner to stop the Work pursuant to this Section 2.5 shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

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. Familiarity with local conditions shall include, without limitation, (1) the condition and layout of the Project site and surrounding locale, (2) available labor supply and costs, (3) available subcontractors and suppliers, (4) the prevailing climate, including the impact of rain and saltwater environment, (5) available material and equipment and costs, and (6) other similar issues. Extra payments will not be authorized for Work that could have been foreseen by careful examination of the Site. Execution of the Contract shall constitute acceptance, by the Contractor, of existing Site conditions as a part of the requirements for this Work, except as to concealed and unknown conditions as provided in Section 3.7.4. Contractor shall make no claim for additional time or money based upon its failure to comply with this Paragraph.

§ 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 and in accordance with all local and Florida licensing requirements and Florida Building Code. 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. The Contractor agrees to remove from the Project any employee, Subcontractor, or Subcontractor employee that commits any breach of the Contract Documents or any breach of the Owner's written rules and regulations regarding jobsite conduct.

§ 3.3.3 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. The Contractor shall require all construction personnel to maintain a neat general appearance at all times. Shirts, trousers and proper shoes are required apparel. The display of vulgar words, signs or figures is prohibited. Sandals and flip-flops are prohibited on the Project site. The use of radios, sound producing devices and the like are prohibited on the Project site. The Contractor shall not be permitted to use restrooms or other sanitary facilities within the Owner's existing buildings or on-site facilities.

§ 3.3.4 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. Neither the presence or absence of the Owner or Architect shall relieve the Contractor from any requirements of the Contract Documents.

§ 3.3.5 The Contractor will be responsible for all building grades, lines, levels, etc., required for layout of the Work.

§ 3.3.6 If required by Owner on a Project where applicable, at the earliest possible time after the commencement of the Work on the Project site, the Contractor shall have all property corners and benchmarks verified or established by a state-licensed land surveyor, shall locate the Project on the Project site, establishing necessary reference marks and axes from which the Work accurately can progress, shall furnish Architect evidence of such verification and shall report at once any errors discovered during the process of such verification.

§ 3.3.7 If any of the Work is required to be inspected or approved by any public authority, the Contractor shall cause such inspection or approval to be performed. No inspection performed or failed to be performed by the Owner hereunder shall be a waiver of any of the Contractor's obligations hereunder or be construed as an approval or acceptance of the Work or any part thereof.

§ 3.3.8 The Contractor acknowledges that it is the Contractor's responsibility to hire all personnel for the proper and diligent prosecution of the Work and the Contractor shall use its best efforts to maintain labor peace for the duration of the Project. In the event of a labor dispute of the Contractor, its subcontractors or suppliers, the Contractor shall not be entitled to any increase in the Contract Sum.

§ 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 Equal Opportunity

§ 3.4.2.1 ~~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.~~ The Contractor shall maintain policies of employment as follows: (1) the Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, gender, religion, national origin, ethnicity, sexual orientation, age or disability; (2) the Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, gender, religion, national origin, ethnicity, sexual orientation, age or disability.

§ 3.4.3 The Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order of other appropriate written directive by the Owner ~~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~~.

§ 3.4.4 Value Engineering Incentive

§ 3.4.4.1 Any proposal initiated and developed by the Contractor for variation from contractual requirements, which to be acceptable under the Contract would necessitate issuance of a contractual change and which reduces the cost of performing the Contract, without degrading operational functions: e.g., performance, reliability or maintainability of the item. Such proposals would be submitted by the Contractor to the Architect in the same form as prescribed for any other proposal, which would likewise necessitate a change in the contractual requirements but would include a statement that they are a proposed Value Engineering Change subject to the operation of this clause.

§ 3.4.4.2 The Architect will be the sole judge of acceptability, and no substitute will be ordered, installed, used or initiated without the Architect's prior written acceptance which will be evidenced by Change Order. However, any Value Engineering Change accepted by the Architect shall not result in any increase in the Contract Price or Contract Time. By making a request for a Value Engineering Change, the Contractor agrees to pay directly to the Architect all Architect's fees and charges related to the Architect's review of the request for Value Engineering Change, whether or not the Architect accepts the request. The Owner may require the Contractor to furnish at the Contractor's expense a special performance guarantee or other surety with respect to any substitute approved after award of the Contract.

§ 3.4.5 Owner Direct Purchase

§ 3.4.5.1 The Owner is tax exempt and may wish to exercise its right to purchase directly various construction materials, supplies and equipment that may be part of the Contract. The Owner will, via its purchase orders, purchase that material and the Contractor shall assist the Owner in the preparation of purchase orders. The Owner may direct the Contractor to prepare the purchase order on the Owner's form and make ready for verification and execution by the Owner. The materials shall be purchased from the vendors and or suppliers originally selected by the Contractor, for the price originally negotiated by the Contractor. Within thirty (30) days of the Notice to Proceed (NTP) the Contractor shall prepare a complete list of materials, supplies and equipment, including the cost of each item, for the Project and the Owner will advise the Contractor in writing which items from the list the Owner wishes to purchase directly.

§ 3.4.5.2 At a time deemed acceptable to the Owner, the Contract amount shall be reduced by the net, undiscounted amount of the purchase order, plus all sales taxes and surtax as levied. Issuance of the purchase orders by the Owner does not change any of the Contractor's responsibilities regarding material purchases, or installations, with the exception of the payments for the materials purchased. The Contractor remains responsible for coordination, correct quantities ordered, submittals, protection, storage, scheduling, shipping, security, expedition, receiving and unloading, certifying the accuracy of shipping tickets and invoices, installation, cleaning, all applicable warranties and that all materials purchased meet the requirements of the Contract Documents. The Contractor shall certify all invoices as accurate and acceptable and forward to the Owner the certified invoices for payment by the Owner.

§ 3.4.5.3 In the event that materials, supplies or equipment purchased under this option are defective or rejected for any reason whatsoever, and it becomes necessary in the opinion of the Contractor to initiate legal action against the responsible party, the Owner agrees to assign and subordinate to the Contractor any claims the Owner has against the responsible party resulting from the purchase order and to execute any legal documents necessary to accomplish the assignment, subordination or subrogation of such claims, and to cooperate with the Contractor in such legal action.

§ 3.4.5.4 The Contractor agrees to execute the Owner's document "Contractor's Direct Material Purchase Affidavit" and to submit the affidavit to the Owner along with the above described list of materials, supplies and equipment, as agreed to between the Owner and Contractor. Tax savings will be returned to the Owner via Change Order.

§ 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, including substitutions not properly approved and authorized, 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 or Owner, 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 in accordance with the laws of the state and other taxing authorities in the jurisdiction where the Project is located ~~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. The Contractor shall procure all certificates of inspection, use, occupancy, permits and licenses, pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the Work. Certificates of inspection, use and occupancy shall be delivered to the Owner upon completion of the Work in sufficient time for occupation of the Project in accordance with the approved schedule for the Work. The costs of such procurement, payment and delivery are included within the Contract Sum.

§ 3.7.1.1 Certain permits, regulations and fees may apply to work involved in this Project when such work takes place beyond the limits of the school site. This may include but not be limited to hauling and disposal of materials and debris resulting from demolition. The Contractor shall obtain any such permits, comply with all applicable regulations and pay the cost of any and all fees required by such offsite work.

§ 3.7.1.2 The Owner's building department is the authority having jurisdiction for building code compliance unless otherwise provided in the Contract Documents. The Owner's building permit is required to be issued before construction may commence and will be furnished to the Contractor at no cost upon compliance with permit application requirements.

§ 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. The Contractor shall comply with all applicable federal, state and county, and city statutes, safety regulations, codes, ordinances and orders, including the Occupational Safety and Health Administration Act of 1970 (OSHA) as amended from time to time.

§ 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 (Excluding Claims for Unsuitable Soils)

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. No adjustment in Contract Sum or Contract Time shall be allowed pursuant to this Article to the extent the concealed or unknown condition should have been reasonably discovered by the Contractor during pre-bid site inspections, review, or preconstruction services. 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.

§ 3.7.6 Claims for Unsuitable Soils "Unsuitable soil" does not include soil with high or low moisture content or soil adversely affected by weather conditions and no claim for additional cost will be accepted based solely on the moisture content of excavated material. If the excavated material is unsatisfactory for the specified use on the project solely because of either high or low moisture content or the soil is adversely affected by weather conditions, the Contractor may, in its discretion, either (1) process the material to adjust the moisture content to the specified condition or an acceptable condition if not specified, or (2) remove the material and replace it with satisfactory material. Contractor's election of either option will be at Contractor's expense with no additional cost to the Owner.

§ 3.7.7 E-Verify

§ 3.7.7.1 State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02) requires all agencies under the direction of the Governor to verify the employment eligibility of all new employees through the U.S. Department of Homeland Security's E-Verify system. Further, in conjunction with Section 448.095 F.S., the Contractor is directed to include as a condition of all contracts for the provision of goods or services to the School Board of Volusia County in excess of nominal value, an express requirement that the Contractor utilizes the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the contract term, and an express requirement that the Contractor include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. To enroll in the E-Verify system employers should visit www.e-verify.gov.

§ 3.7.7.2 Failure to comply shall be cause for termination of contract by the Owner, at its sole discretion. The Contractor is liable for any additional costs incurred as a result of the termination of Contract, Section 448.095(2) F.S.

§ 3.7.7.3 The Contractor is required to submit to the Owner FAC Document 639, Contractor E-Verify Affidavit, upon contract execution.

§ 3.7.8 Use of Coercion for Labor and Services

§ 3.7.8.1 Section 787.06(13) F.S., requires all nongovernmental entities executing, renewing or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The School Board of Volusia County Florida is a governmental entity for purposes of this statute. Unless otherwise directed by the Owner, said affidavit shall be submitted as part of the Contractor's Pre-qualification via the School District's Purchasing Department.

§ 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 all 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. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case. The superintendent shall be satisfactory to the Owner in all respects, and Owner shall have the right to require Contractor to dismiss from the Project any superintendent whose performance is not satisfactory to Owner, and to replace such superintendent with a superintendent satisfactory to Owner. The Contractor shall not replace the superintendent without the written consent of the Owner.

§ 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.

§ 3.9.4 If required by Owner, a list of all supervisory personnel, including the project manager and superintendent, that the Contractor intends to use on the Project and a chain-of-command organizational chart shall be submitted to the Owner for approval. The Contractor shall not engage supervisory personnel or utilize an organization and chain-of-command other than as approved by Owner in writing and shall not change such personnel or form of organization without the written approval of the Owner.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, ~~promptly~~ within thirty (30) days after ~~being awarded~~ execution of the Contract, shall submit for the Owner's and Architect's ~~information~~ written approval a Contractor's construction schedule for the Work. The construction 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 Owner and conditions of the Work and Project.

§ 3.10.2 Within thirty (30) days of Notice to Proceed (NTP), the Contractor shall prepare, for the Architect's approval, and thereafter keep current, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Architect reasonable time to review submittals. No payment shall be due until this schedule is submitted and approved. ~~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~~ conformity with the most recent schedules submitted to the Owner and Architect.

§ 3.10.4 If the Contractor submits a schedule indicating an intention to achieve completion of the Work prior to contractually required dates, including milestones, no liability of the Owner to the Contractor for any failure of the Contractor to complete early shall be created, whether or not the Owner approve such schedule.

§ 3.10.5 At the Owner's option, the Contractor shall provide a schedule utilizing critical path techniques to measure the progress of the Work. Such schedules shall be subject to the Owner's and Architect's written approval.

§ 3.10.6 Float or slack is not for the exclusive use or benefit of either the Owner or the Contractor. Extensions of time for performance will be granted only to the extent that the equitable time adjustments for the activity or activities affected exceed the total float along the activity chain involved at the time the change was ordered or the delay occurred. Notwithstanding the above, the Contractor shall only be entitled to an extension of the time for an excusable delay to the critical path of the Work that delays completion of the Project beyond the completion date stated in the Agreement.

§ 3.10.7 The Contractor acknowledges that the Owner may retain the services of a scheduling consultant at the Owner's expense. The Contractor shall cooperate with any such scheduling consultant at the Owner's direction, including, without limitation, with regard to the preparation of the Project schedule.

§ 3.11 As Built Drawings, Documents and Samples at the Site

§ 3.11.1 As Built drawings shall be updated monthly, which shall be a condition precedent to all Progress Payments, and shall provide as much accuracy as possible. As built drawings of the completed Project are precedent to final payment and shall be submitted in paper document and combined PDF, or other Architect and Owner acceptable digital format, on CD, DVD or other approved file transfer protocol (FTP), transmitted from the Contractor to the Architect for review and acceptance ~~as-built drawings to the Owner shall be a condition precedent to Final Payment. Completed as-built drawings shall be submitted as paper documents and on CD or DVD in combined PDF format~~.

§ 3.11.2 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~~ and 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.

§ 3.11.3 The Contractor shall maintain all approved permit drawings in a manner so as to make them accessible to governmental inspectors and other authorized agencies. All approved drawings shall be appropriately identified and delivered to the Owner within sixty (60) days of final completion of the Work.

§ 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~~ shall 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. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor shall be returned by the Architect without action.

§ 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 in Florida, 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.

§ 3.12.11 The Contractor shall assemble for the Architect's approval two (2) complete binders of all operating and maintenance data from all manufacturers whose equipment is or will be installed in the Work.

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§ 3.12.12 The Contractor shall submit to Owner one copy of all submissions made to the Architect pursuant to this Section 3.12.

§ 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. The Contractor shall be responsible for the permitting, erection, maintaining and removal of all construction signage. The Contractor must submit all sign copy for approval prior to erecting or displaying. The Contractor and Owner shall meet promptly after execution of the Agreement to determine reasonable requirements for ingress and egress from the site. Reasonable locations for staging, parking and a single construction entrance shall be designated by the Contractor, subject to the Owner's approval.

§ 3.13.2 The Contractor shall assure free, convenient, unencumbered and direct access to properties neighboring the Project site for the owners of such properties and their respective tenants, agents, invitees and guests.

§ 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. The Contractor shall prevent paint, mortar and concrete splatter on concrete sidewalks and stair tower floors. Any such splatter shall be immediately removed so no evidence of splatter remains. All construction debris shall be removed in a timely manner. Surrounding graded and grassed areas shall be regularly magnetically scanned to collect miscellaneous nails and other sharp objects; the Contractor shall remove such objects from the construction site. 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.

§ 3.15.3 Immediately prior to the Architect's inspection for Substantial Completion, the Contractor shall completely clean the premises utilizing a licensed cleaning service. Concrete and ceramic surfaces shall be cleaned and washed. Woodwork and resilient shall be dusted and cleaned. Sash, fixtures and equipment shall be thoroughly cleaned. Stains, spots, dust, marks and smears shall be removed from all surfaces. Hardware and metal surfaces shall be cleaned and polished. Glass and plastic surfaces shall be thoroughly cleaned by professional window cleaners. All damaged, broken or scratched glass or plastic shall be replaced by the Contractor at the Contractor's expense.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect at all times 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~~ Instruments of Service 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 For one hundred dollars ($100.00), which is included in the contract price, the other good and valuable considerations, receipt of which is hereby acknowledged by the Contractor as consideration for the indemnity herein; said Contractor hereby agrees to defend and indemnify the Owner and the Architect/Engineer and their Agents and employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of Work, provided that any such claim, damage, loss or expense is (1) attributed to bodily injury, sickness, disease or death, or to injury to, or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom, and (2) caused in whole or in part by any act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which otherwise exist as to any party or person described in this Article. ~~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.

§ 3.18.3 The Contractor acknowledges that for one hundred dollars ($100.00) of the Contract Price, as recited in Paragraph 3.18.1 above, and other good and valuable consideration from the Owner and Architect/Engineer, constitutes consideration for giving the Owner and the Architect/Engineer, respectively, the indemnifications required in this Agreement and the Contract Documents. The limit of dollar amount of Contractor's indemnity obligations required by the Agreement and the Contract Documents specifically for those claims caused in whole or in part by the Owner and Architect/Engineer shall be $1,000,000 or the Contract Sum of the Project, whichever is more. The parties agree that the indemnity provided herein bears a reasonable commercial relationship to the Agreement and is incorporated by this reference into the Project specifications and bid documents, if any.

§ 3.18.4 Notwithstanding the above and without monetary limitation, the Contractor hereby indemnifies and holds harmless the Owner, their officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction Contract.

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 final payment is due and with the Owner's authorization, from time to time during the one-year period for correction of Work described in Section 12.2. ~~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, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 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, if any, in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner and Contractor 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 to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, 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~~, or other appropriate written 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 no later than fifteen (15) days after receipt of the request ~~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.

§ 4.2.15 Upon request of the Owner, claims, disputes and other matters in question relating to the execution or progress of the Work or the interpretation of the Contract Documents may be referred to the Architect for initial decision, which the Architect shall render in writing within a reasonable time, not to exceed fifteen (15) days after the date on which such request is made.

## 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 Subcontractors must be properly licensed in accordance with Florida law. ~~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~~ without due cause ~~unless the Owner or Architect makes reasonable objection to such substitution~~. The Owner may require the Contractor to change any Subcontractor, person, or entity in situations where the Owner determines that their Work is inadequate and adversely affects the Project.

§ 5.2.5 The Contractor shall disclose the existence and extent of any financial interest, whether direct or indirect, it has in any subcontractors or material suppliers which it proposes for the Project.

§ 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 or Termination for Convenience by the Owner pursuant to Paragraph 14.4 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.

§ 5.4.1.3 When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract subsequent to the date of acceptance of the assignment; however, in no event shall the Owner's acceptance of such an assignment release the Contractor from its obligations under the subcontract agreement or this Agreement. Subcontracts between the Contractor and its Subcontractors shall provide for the assignment of those subcontracts from the Contractor to the Owner at election of the Owner upon termination of the Contractor.

§ 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 direct cost resulting from the suspension beyond the thirty (30) days.

~~§ 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, at its option, shall either (1) 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 or (2) shall require that the Contractor provide for such coordination, which the Contractor shall perform when directed by Owner to do so. 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.

§ 6.2.6 If any Subcontractor initiates legal or any other proceedings against the Owner on account of any damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor, who shall defend such proceedings at its own expense, and if any settlement, judgment or award against the Owner arises therefrom, the Contractor shall pay or

satisfy it and shall indemnify and reimburse the Owner for all monies paid or to be paid including attorneys' fees and court or other costs which the Owner has incurred.

§ 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. Agreement on and execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change and to the impact of the change on unchanged Work, including all direct and indirect costs of whatever nature, and all adjustments to the Contract Schedule.

§ 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. A change in Contract Sum or Contract Time shall be accomplished only by Change Order. No course of conduct, verbal discussions or dealings between the parties shall be the basis of claims by the Contractor to any change in the Contract Sum or Contract Time.

§ 7.1.4 If the Architect determines that a change or changes in the Work might be or are necessary or desirable, the Architect shall issue a proposal request to the Contractor in which the Architect describes the proposed change or changes in the Work. The Contractor shall respond to each such proposal request in writing within a reasonable time, but in no event more the fourteen (14) days after receipt, such response to contain (1) the amount of any increase or decrease in the Contract Price or Guaranteed Maximum Price for effecting the proposed change or changes in the Work (2) a written comprehensive and itemized cost breakdown of the estimated reasonable additional or reduced costs to the Contractor of all labor, materials and equipment required by such proposal requests and (3) the length of any extension or reduction of the Contract Time for effecting the proposed change or changes in the Work.

§ 7.1.5 If any Change Order, signed by the Owner and the Contractor, results in or contains an adjustment to the Contract Price, the amount of such adjustment shall be conclusively deemed and held to include the Contractor's applicable profit, Fee and costs of and for all applicable taxes, bond premiums, insurance premiums, supervision, overhead, profit, labor, labor impact and materials related to the Change Order and the additional Work required and/or contemplated thereby, and the Contractor shall be conclusively deemed and held to have waived any claim for any additional sum or time extension for delays, disruption, acceleration, loss of productivity, ripple effect, inefficiency or any other matter arising out of or in any way related to such Change Order and the additional Work contemplated thereby.

### § 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, if any;
.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.

§ 7.2.2 If the Change Order 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 7.2.3.

§ 7.2.3 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 7.2.2, 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 7.2.3 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.

§ 7.2.4 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.

§ 7.2.5 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.

§ 7.2.6 In subparagraph 7.2.3 above, the reasonable allowance for overhead and profit, including the Contractor's Fee, if any, included in the total cost to the Owner, shall be based on the following schedule, which shall be full compensation for all overhead and profit of whatever nature associated with the Change:

.1 For the Contractor, for any Work performed by the Contractor's own forces, ten percent (10%) of the cost.
.2 For the Contractor, for Work performed by its Subcontractor, five percent (5%) of the amount due the Subcontractor.
.3 For each Subcontractor or Sub-subcontractor, for any Work performed by that Subcontractor's or Sub-subcontractor's own forces, ten percent (10%) of the cost.
.4 For each Subcontractor, for Work performed by its Sub-subcontractor, five percent (5%) of the amount due the Sub-subcontractor.
.5 Costs to which overhead and profit are to be applied shall be determined in accordance with subparagraphs 7.2.3.1 through 7.2.3.5.
.6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of all increased and decreased costs to both Contractor and its Subcontractors as follows:
    .1 Material quantities and unit costs.
    .2 Labor costs identified with the specific item of material to be placed or operation to be performed.
    .3 Construction equipment
    .4 Workmen's Compensation and Public Liability Insurance.
    .5 Overhead and Profit.
    .6 Employment taxes under FICA and FUTA.
    .7 In no case will a change over $500.00 be approved without such itemization.

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§ 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 and approved by the Owner. ~~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.~~ The Contractor shall not receive any additional compensation, nor shall there be any adjustment to the Contract Time as a result thereof.

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 including weekends and legal holidays 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. To ensure that Substantial Completion of the Work is achieved within the Contract Time, the Contractor will, before commencing the Work, submit to Owner a progress schedule showing milestone dates for completion of major portions of the Work which, if the milestone dates are met, will achieve Substantial Completion of the Work within the Contract Time. In the event any milestone date is missed, the Contractor will immediately accelerate the progress of the Work by taking those steps necessary to ensure that the next milestone date is achieved as originally planned, including without limitation, working seven days a week and overtime and employing additional employees or subcontractors. Unless the failure to meet a milestone date is caused by act of the Owner, the additional cost resulting from such acceleration shall not increase the Contract Sum.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 Except as provided in Subparagraph 8.3.2, no adjustment in Contract Sum shall be made for any delays hereunder and no damages shall be paid by the Owner for such delay. The Contractor shall delay or suspend the progress of the Work, or of any part thereof, whenever he shall be so required by written order of the Owner, and for such periods of time as the Owner may order, providing that in the event of such delay or delays or of such suspension or suspensions of the progress of the Work, or any part thereof, the Contract Time for the Work so suspended or of Work delayed by such suspension shall be extended for a period equivalent to the time lost by reason of the suspension(s), except when the Contractor is notified to suspend Work on account of faulty construction or construction methods that endanger the

Work. Such order of the Owner shall not otherwise modify or invalidate in any way any of the provisions of this Contract, and the Contractor shall not be entitled to any damages or compensation from the Owner on account of such delay or delays, suspension or suspensions, except as provided below. ~~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 When alterations or additions on the critical path are made to the Work, and such alterations or additions increase the overall completion date, the Contractor shall submit to the Architect in writing any resultant claim for an extension in the Contract Time, and shall deliver such claims to the Architect within ten (10) days after the occurrence of the event giving rise to the claim. The recommendation of the Architect regarding extension of Contract Time shall be submitted to the Owner for approval. ~~Claims relating to time shall be made in accordance with applicable provisions of Article 15.~~

§ 8.3.2.1 Any approved changes in Contract Time shall be incorporated in a Change Order. No changes in Contract Time shall be made for any alterations or additions to the Work which are not demonstrated to affect the overall completion of the job. The provision of this Article 8 shall in no way alter, change or invalidate the provisions of the Contract Documents with respect to liquidated damages. The Contractor shall not be entitled to any delay damages or other compensation solely on account of an increase in Contract Time except in accordance with Section 8.3.4 below.

§ 8.3.3 Notwithstanding Subparagraph 8.3.1, if the Work is delayed due to the fault or neglect of the Owner, and such delays have a cumulative total impact of more than fifteen (15) calendar days to the critical path, the Contractor may make claim pursuant to Article 4 for its actual and direct costs arising out of the delay. The Contract Sum shall be adjusted for such actual and direct costs, but in no event shall indirect, impact, inefficiency, offsite or home office overhead, loss of productivity, consequential damages, legal or consulting costs be paid on account of such delays. The Contractor hereby expressly waives its right to such delay or time-related costs or damages.

§ 8.3.4 In the event the Contractor accelerates its Work, without written authorization of the Owner, the Owner shall pay no overtime inefficiencies to the Contractor for such acceleration and the Contractor hereby expressly waives its right to recover such overtime inefficiencies. ~~This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.~~

§ 8.3.5 The Contractor's written claims for extension of Contract Time shall be accompanied by detailed dates, correspondence, notices and any other data which provides proof of the events which are the basis for the claim, including a network analysis justifying the time extension. Said network analysis shall specifically detail the extension of the critical path of the Project caused by the events, which underlie the time extension request. Any claim not including said data and network analysis shall be deemed waived.

§ 8.3.6 Should the Contractor be obstructed or delayed in the commencement, prosecution or completion of any part of the Work by any act or delay of the Owner; or by any acts or neglect by any separate contractor employed by the Owner; material or appurtenances for the Work; or by riot, insurrection, war (excluding wars involving the United States in the Mid-Eastern portion of the World), pestilence, fire, earthquakes, cyclones, floods, epidemics; or through any act, default or delay of other parties under contract with the Owner; then the Contract Time for the Work so delayed shall be extended for a period equivalent to the time lost. Such allowance shall not be made unless a claim for extension of time is made by the Contractor to the Owner and Architect in writing within ten (10) days from the time when the alleged cause for delay occurs.

§ 8.3.7 It is further expressly agreed that the Contractor shall not be entitled to any damages or compensation from the Owner on account of any delays resulting from any of the causes specified above except those circumstances where delays are caused by the Owner or by parties under contract with the Owner, in which circumstances the Contractor shall be entitled to compensation (1) for Contractor's actual costs of increased direct jobsite wages resulting from the extended completion date caused by Owner; and (2) for extra premiums on bonds actually paid by the Contractor on account of the

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additional time required to complete all Work hereunder. Any change in the Contract Time resulting from any claims for delays shall be incorporated in a signed Change Order upon approval of the change by the Owner.

§ 8.3.8 Except for weather events listed in Section 8.3.6 above, Contractor expressly assumes the risk for all weather delays of every kind and nature.

## 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. The schedule of values shall be prepared in such manner that each major item of the Work and each subcontracted item of the Work is shown as a separate line item on AIA Document G703, Application and Certificate for Payment, Continuation Sheet, or other form acceptable to the Owner. This schedule, unless objected to by the Architect or Owner, 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. The Contractor shall not make changes in the Schedule of Values without prior approval of the Architect and Owner. The form for the Application for Payment shall be AIA Document G702, supported by AIA Document G703, or other Owner approved form. The Schedule of Values shall be prepared in such a manner that each major item of Work and each subcontracted item of Work is shown as a single item on AIA Document G703 Application and Certificate for Payment Continuation Sheet, or other Owner approved form.

### § 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 and bonded or insured as required by the Owner. 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. The Contractor shall submit, within 30 days after the date of commencement of the Work and thereafter as the Owner

requires, schedules of materials and equipment for each category or subcontract for which application for payment under this Section 9.3.2 will be made, which schedules shall include items, quantities, value of unit prices with extensions. Schedules shall be updated on a monthly basis and submitted as an attachment to the Contractor's Application for Payment.

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

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

§ 9.5.4 If the Contractor disputes any determination by the Architect and/or Owner with respect to any Certificate of Payment, the Contractor nevertheless expeditiously shall continue to complete the Work. ~~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~~ fourteen days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within ~~seven~~ fourteen 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~~ not in dispute 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 direct costs of shutdown, ~~delay~~ and start-up~~, plus interest~~ as provided for in the Contract Documents. Notwithstanding the preceding sentence, the Contractor shall not stop the Work during the pendency of a bona fide dispute between the Owner and the Contractor, provided all sums not in dispute claimed by the Contractor are paid.

§ 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. For the Work or any designated portion thereof to be "Substantially Complete", the Work must also satisfy all of the following conditions, except to the extent the same shall be specifically waived or modified in writing by the Owner:

.1 the Work has been completed in accordance with the Contract Documents, except for Punch List Work, to the extent required for the Owner to obtain an occupancy permit and such permit(s) shall have been granted by the appropriate authorities for all of the Work; and

.2 all HVAC, plumbing and electrical systems included in the Work are functioning substantially in accordance with the Contract Documents; and

.3 all life safety systems included in the Work are functioning in accordance with the Contract Documents; and

.4 a Certificate of Substantial Completion has been issued by the Architect as required under Paragraph 9.8; and

.5 all elevators, if any, included in the Work are functioning in accordance with the Contract Documents; and

.6 all offices, rooms and public areas are ready to receive, or have received if required for issuance of a Certificate of Occupancy, furniture, fixtures and equipment supplied by the Owner.

§ 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 and Owner 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 and Owner will ~~make~~ perform an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's and or the Owner'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 and Owner to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is determined to be substantially complete, the Architect will prepare a Certificate of Substantial Completion, utilizing the Owner's Procore platform, 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 of thirty (30) days within which the Contractor shall finish all items on the list. 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 ~~When the Work or designated portion thereof is substantially complete,~~ The Architect, as the Owner's representative, including all Project Consultants, shall prepare a single list of items (Punch List) to be completed by the Contractor. The Punch List shall include close out requirements, not limited to, Operations and Maintenance Manual, warrantees, and as built drawings, contingent on Project completion, which will be submitted to the Contractor. The

Contractor will assign a cost estimate for each item then submit the Punch List to the Architect and Owner for review and acceptance. Estimated costs to render the Project complete, satisfactory and acceptable are to be agreeable to the Contractor, Owner and Architect. The development and review of the Punch List shall be completed within 30 calendar days, or 45 calendar days by applicable law and mutual agreement of Contractor and Owner, of the substantial completion date and shall be issued by the Architect to the Contractor and Owner within five (5) days of acceptance by all parties. Within twenty (20) business days after the final Punch List is issued, the Owner must pay the Contractor the remaining contract balance that includes all retainage previously withheld less an amount equal to one hundred fifty percent (150%) of the estimated cost to complete the Punch List items. ~~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.~~

§ 9.8.6 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.~~

§ 9.8.7 The Owner shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding that the time for completing the entire Work or such portions of the Work may not yet have expired. However, such action on the part of the Owner shall not be deemed to be an acceptance of any Work not completed in accordance with the Contract Documents. Likewise, absent the issuance of a Certificate of Substantial Completion by the Project Architect, no portion of the Work shall be subject to the running of the Contractor's bonded one (1) year guarantee on workmanship and materials, despite the fact that the building may be partially utilized. Where mechanical equipment is used prior to final inspection, the Owner shall perform routine maintenance and furnish those supplies that normally wear out in use, such as seals, packings, lubricants, etc. However, any major failure or breakdown of equipment not attributable to lack of maintenance or improper use or abuse of the equipment by the Owner shall be made good by the Contractor under terms of its contract warranty, guarantee, bonds, etc.

### § 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, 9.8.3, 9.8.4 and 9.8.5. 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. As a condition precedent to Final Payment, and as part of the Application for Payment, the Contractor shall deliver to the Owner all warranties, guarantees and other close out documents required under the Contract Documents.

§ 9.10.2.1 Final Payment is also contingent upon Building Official final inspection and Owner acceptance of the Department of Education (DOE) document OEF 209, Certificate of Final Inspection (CFI).

§ 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.

§ 9.10.6 After execution of the Certificate of Substantial Completion and the Certificate of Final Inspection (CFI), and prior to the submittal of the Final Certificate and Application for Payment, the Contractor shall submit to the Architect, along with the affidavits and other documents set forth in Section 9.10.2 above:

.1 Validated warranties and notarized copies of all guarantees for equipment and materials as required by the Construction Documents, and, if applicable, as referred to in the Supplementary Conditions;
.2 Copies of all approved Shop Drawings or installation diagrams and three (3) copies of all brochures, manuals, etc. of all equipment as offered by the manufacturers;
.3 List of subcontractors and major material suppliers (shall include address, telephone number and name of individual to contact regarding this Project); and

**.4** As built drawings of the completed Project in paper document and combined PDF or other Architect and Owner acceptable digital format, on CD, DVD or other approved file transfer protocol (FTP), transmitted from the Contractor to the Architect for review and acceptance; Architect shall review for inclusion in the record drawings then transmit to the Owner.

§ 9.10.7 Prior to submission of the Final Certificate and Application for Payment, Contractor and manufacturer's representatives shall provide free instruction in the proper use of installed equipment to representatives of the Owner as designated by the Architect. Instruction shall be given in presence of the Architect.

§ 9.10.7.1 Instruction of the Owner's designated Maintenance Supervisor in the proper methods of cleaning and maintaining all of the finished surfaces and the proper methods of replacement of the consumable items such as filters, light bulbs, washers, etc. shall be the responsibility of the Contractor.

§ 9.10.8 Prior to submission of the Final Certificate and Application for Payment, the Contractor shall start up, test, adjust, balance and otherwise place in a satisfactory working condition all items of mechanical and electrical systems and shall fully instruct representatives of the Owner in the care and operation of such systems.

§ 9.10.8.1 Contractor shall submit to the Architect, along with final requisition for payment, two (2) copies of a manual for the Project, assembled and bound, presenting for the Owner's guidance full details for care and maintenance of equipment included in the Contract.

§ 9.10.8.2 Contractor shall, for this manual, obtain from subcontractors literature of manufacturers relating to equipment, including motors; also furnish cuts, wiring diagrams, instruction sheets and other information pertaining to same in overall operation and maintenance.

§ 9.10.9 During a valid warranty period, if the Contractor is unable or unwilling to respond immediately to make emergency repairs under conditions which the Owner may determine to be an emergency situation, the Owner reserves the right to make such emergency repairs and then to bill the Contractor for a fair and reasonable amount in the reimbursement for such repair.

## 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. Contractor shall comply with all applicable federal, state and county, and city statutes, safety regulations, codes, ordinances and orders, including the Occupational Safety and Health Administration Act of 1970 (OSHA).

§ 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, written 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.

§ 10.2.9 Contractor shall protect adjoining private or municipal property and shall provide barricades, temporary fences, and covered walkways required to protect the safety of passers-by, as required by prudent construction practices, local building codes, ordinances or other laws, or the Contract Documents.

§ 10.2.10 Contractor shall maintain Work, materials and apparatus free from injury or damage from rain, wind, storms, frost or heat. If adverse weather makes it impossible to continue operations safely in spite of weather precautions, the Contractor shall cease Work and notify the Owner and the Architect of such cessation. The Contractor shall not permit open fires on the Project site.

§ 10.2.11 In addition to its other obligations pursuant to this Article 10, the Contractor shall, at its sole cost and expense, promptly repair any damage or disturbance to walls, utilities, sidewalks, curbs and the property of third parties (including municipalities) resulting from the performance of the Work, whether by it or by its Subcontractors at any tier. The Contractor shall maintain streets in good repair and traversable condition.

§ 10.3 Hazardous Materials and Substances
§ 10.3.1 The Owner has on file at each school and the department of Facilities Services, the following information: (1) Asbestos Management Plan, and (2) Asbestos Survey Report. These documents are available for the Contractor's review at the above locations. The Contractor shall determine if the information contained therein is relevant to the Project. The Contractor shall execute the Owner's "Contractor Acknowledgement Form" of these documents. ~~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.~~

§ 10.3.1.1 If during the construction of the Project any known hazardous material, or friable asbestos is suspected or encountered, Work in that area shall be suspended and the Owner's Representative shall be notified immediately.

§ 10.3.1.2 The Owner shall be responsible for investigation, removal and disposition of any such material in accordance with applicable laws and regulations. The Contractor will be directed by the Owner on further procedures concerning the project as a result of investigation, removal and disposition of such material.

§ 10.3.2 In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner's Representative in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the Owner and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the Owner and Contractor, or in accordance with final determination by the Architect. ~~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 The Contractor shall not be required, pursuant to Article 13, perform without consent any Work relating to asbestos or polychlorinated biphenyl (PCB). ~~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 To the fullest extent permitted by law, the Owner shall defend, indemnify and hold harmless the Contractor and its agents and employees from and against claims, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work in the affected area if in fact the material is asbestos or polychlorinated biphenyl (PCB) 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, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Owner, anyone directly or indirectly employed by the Owner, or anyone for whose acts the Owner may be liable. ~~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 required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7. ~~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.~~

§ 11.3.3 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power. If such objection be made, the Owner shall not make any settlement with respect to such loss until a resolution has been reached by agreement between such parties in interest and the insurers or by a court of competent jurisdiction.

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

The Owner, at the Owner's option, may require the Contractor to 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~~ Contractor as fiduciary and made payable to the ~~Owner~~ Contractor 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~~ Contractor shall pay the Architect and ~~Contractor~~ Owner their just shares of insurance proceeds received by the ~~Owner~~ Contractor, 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~~ Contractor shall notify the ~~Contractor~~ Owner of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The ~~Contractor~~ Owner shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the ~~Contractor~~ Owner does not object, the ~~Owner~~ Contractor shall settle the loss and the ~~Contractor~~ Owner shall be bound by the settlement and allocation. Upon receipt, the ~~Owner~~ Contractor 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 or Owner's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect or Owner, be uncovered for the Architect's or Owner'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~~ for failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

#### § 12.2.2 After Substantial Completion

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

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§ 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 nor to Owner's right to make claim with respect to latent defects.

§ 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~~.

§ 13.1.2 Historical lack of enforcement of any local law shall not constitute a waiver of Contractor's responsibility for compliance with such law in a manner consistent with the Contract Documents unless and until the Contractor has received written consent for the waiver of such compliance from the Owner and the agency responsible for the local law enforcement.

§ 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~~ Contractor may not assign its rights or obligation under this Contract. If Contractor attempts to make such an assignment, it 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.

§ 13.3.3 The invalidity of any part or provision of the Contract Documents shall not impair or affect in any manner the validity, enforceability or effect of the remaining parts and provisions of the Contract Documents.

§ 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.

§ 13.4.1.1 During construction, periodic building code compliance inspections are required and will be performed by the Owner's building department inspectors when requested by the Contractor. It is the responsibility of the Contractor to properly request such code inspections and no Work shall be covered until such Work has been inspected for code compliance.

§ 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 assigned by 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, including the cost of retesting for verification of compliance if necessary, until the Architect certifies that the Work in question does comply with the requirements of the Contract Documents, and all such costs shall not be included in computing the Contract Sum.

§ 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.

§ 13.6 Time Limits on Claims

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law.

§ 13.7 Financial Disclosures

§ 13.7.1 During the term of this Contract, Contractor covenants and agrees that it will keep adequate books and records of accounts in accordance with Generally Accepted Accounting Principles (GAAP). Contractor further covenants and agrees that, upon request from Owner, Contractor shall provide to Owner financial statements of Contractor, including current income and expense statements of Contractor, consolidated balance sheets signed by a financial officer of Contractor, and audited reports provided to Contractor's Surety, audited financial statements certified by a Certified Public Accountant concerning the financial affairs of Contractor and all affiliates of Contractor, and such other financial information requested by Owner. All such financial information shall comply with GAAP.

§ 13.7.2 In the event the Contractor becomes insolvent and/or fails to pay its current obligations when they become due, Contractor shall so advise Owner of such situation. Contractor hereby authorizes its sureties, lenders, financial institutions and other third parties to release to Owner financial information requested by Owner, including, but not limited to, the financial information described in the preceding Section 13.7.1.

§ 13.8 Waiver of Jury Trial

All parties hereby waive any and all right to any trial by jury in any action or proceeding arising directly or indirectly hereunder.

## 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 60 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; or

.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 excluding profit on unexecuted Work.

§ 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 material matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

### § 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors 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; or

.5 is adjudged a bankrupt or insolvent, or if it makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the Contractor or for any of its property, or if it files a petition to take advantage of any debtor's loss, or to reorganize under the bankruptcy or similar laws.

§ 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~~ Architect, 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 direct cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall not 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 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~~ along with reasonable overhead and profit on the Work performed to date, but in no event shall the Contractor be entitled to anticipated profits on unperformed Work.

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

Any statutes of limitations shall commence to run, and all causes of action shall be deemed to have accrued, in accordance with applicable Florida law. ~~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 party must be made 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. Claims must be made by written notice to the Architect and the other party. Claims must specifically detail all facts and issues substantiating the Claim, including all costs and expenses incurred. Contractor Claims must be made in writing and timely filed in accordance with the specific requirements of the Contract Documents and under no circumstances whatsoever be based upon actual or verbal notice or lack of prejudice to the other party. An additional Contractor Claim after the initial Claim has been implemented by Change Order will not be considered unless submitted in a timely manner. ~~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 written notice to the other party. In such event, no decision by the ~~Initial Decision Maker~~ Architect 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~~ Architect's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment accordingly ~~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.

§ 15.1.5.1 If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Architect, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Architect, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, Claim shall be filed in accordance with this Section 15.1.

§ 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 Decision of the Architect. Claims, including those alleging an error or omission by the Architect but excluding those arising under Section 10.3 shall be referred initially to the Architect for decision. An initial decision by the Architect shall be required as a condition precedent to mediation or litigation of all Claims between the Contractor and Owner arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Architect with no decision having been rendered by the Architect. The Architect will not decide disputes between the Contractor and persons or entities other than the Owner. ~~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~~ Architect 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~~ Architect is unable to resolve the Claim if the ~~Initial Decision Maker~~ Architect lacks sufficient information to evaluate the merits of the Claim or if the ~~Initial Decision Maker~~ Architect concludes that, in the Architect's sole discretion, it would be inappropriate for the ~~Initial Decision Maker~~ Architect to resolve the Claim.

§ 15.2.3 In evaluating Claims, the ~~Initial Decision Maker~~ Architect 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~~ Architect in rendering a decision. The ~~Initial Decision Maker~~ Architect may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the ~~Initial Decision Maker~~ Architect 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~~ Architect when the response or supporting data will be furnished, or (3) advise the ~~Initial Decision Maker~~ Architect that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the ~~Initial Decision Maker~~ Architect will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Architect will approve or reject Claims by written decision, which shall state the reasons therefore and which shall notify the parties of any change in the Contract Sum or Contract Time or both. The approval or rejection of a Claim by the Architect shall be final and binding on the parties but subject to mediation and litigation. ~~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 Claims, disputes or other matters in question between the parties to this Agreement shall be first subject to pre-suit mediation prior to the filing of any legal claims or litigation. Completion of pre-suit mediation is a condition precedent to litigation. The obligation to mediate is a material and essential provision of the Agreement. ~~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 Unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain its progress during any mediation or litigation, and the Owner shall continue to make payments to the Contractor in accordance with the Contract Documents. ~~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.~~

§ 15.3.5 Either party may initiate a mediation preceding by a request in writing to the other party within a reasonable time after the claim, dispute or other matter in question has arisen or as provided in subparagraph 15.3.1, but in no event after the expiration of the applicable statute of limitations.

§ 15.3.6 The parties shall endeavor in good faith to mutually agree upon an acceptable mediator. In the event the parties have not agreed upon a mediator within thirty (30) days of the request for mediation, the Orlando office of the American Arbitration Association, upon the written request of either party, shall appoint a mediator from its pool of approved mediators.

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§ 15.3.7 Unless otherwise mutually agreed, the mediation shall be held in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, each party to bear its own fees, costs and expenses.

§ 15.3.8 In the event that pre-suit mediation is unsuccessful, all claims, disputes or other matters in question shall be resolved in the Circuit Courts of Volusia County Florida. The Parties, including the Contractor's Surety, waive Venue and Jurisdiction of any Federal Court and expressly waive Trial by Jury.

§ 15.3.9 All references to Arbitration in the Contract Documents are deleted.

~~§ 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.~~

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# CONTRACTOR E-VERIFY AFFIDAVIT

SCHOOL BOARD OF VOLUSIA COUNTY FLORIDA
FAC DOCUMENT 639

PURSUANT TO STATE OF FLORIDA, OFFICE OF THE GOVERNOR, EXECUTIVE ORDER 11-116 (Superseding Executive Order 11-02) AND SECTION 448.095 F.S.

Executive Order 11-116 requires all agencies under the direction of the Governor to verify the employment eligibility of all new employees through the U.S. Department of Homeland Security's E-Verify system. Further, in conjunction with Section 448.095 F.S., the Contractor is directed to include as a condition of all contracts for the provision of goods or services to the School Board of Volusia County in excess of nominal value, an express requirement that the Contractor utilizes the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the contract term, and an express requirement that the Contractor include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

In accordance with Executive Order 11-116 and Section 448.095 F.S. the School Board of Volusia County Florida requires all contractors who are awarded state funded contracts to verify newly hired employees using the U.S. Department of Homeland Security's E-Verify system. It is the responsibility of the awarded Contractor to insure compliance. To enroll in the E-Verify system employers should visit www.e-verify.gov.

By affixing your signature below you hereby affirm that you will comply with all applicable E-Verify requirements for the following project:

Facility Name: _____ Project No.: _____

Project Name: _____

The undersigned has hereunto set his/her hand this _____ day of _____ , _____

_____ _____
*(Print or Type Name, Title)* *(Signature of Affiant)*

_____ _____
*(Federal Employer ID Number – FEIN)* *(E-Verify Number)*

_____
*(Firm Name)*

_____ _____ _____ _____
*(Firm Address)* *(City)* *(State)* *(Zip Code)*

**NOTARY PUBLIC**

STATE OF FLORIDA, COUNTY OF _____

Before me, the undersigned authority, personally appeared _____
known to me to be the person described herein and who executed the foregoing instrument and acknowledged before me executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal this

_____ day of _____ , _____

*(Notary Seal)*

My commission expires: _____
*(Notary Signature)*

_____ _____
*(Date)* *(Print, type or stamp name of notary public)*

☐ Personally known to me ☐ Produced ID _____
*(Type of ID, if applicable)*

# PERFORMANCE AND PAYMENT BOND

SCHOOL BOARD OF VOLUSIA COUNTY FLORIDA
FAC DOCUMENT 640

PUBLIC CONSTRUCTION BOND

Bond No. _____

BY THIS BOND, WE *(Contractor Firm)* _____, *(Physical Address)* _____, *(Phone)* _____, a corporation, *(Surety Firm)* _____, *(Physical Address)* _____, *(Phone)* _____, as Surety, are bound to *(Owner)* School Board of Volusia County Florida, *(Address)* 200 North Clara Avenue, DeLand Florida 32720, *(Phone)* (386) 734-7190, herein called Owner, in the sum of _____ ($_____) for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, between Principal and Owner for construction of *(Facility Name)* _____, *(Address)* _____, *(Project Name)* _____,*(Contract/Project No.)* _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal, in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED ON _____ day of _____, _____ _____

Signed, sealed and delivered in the presence of:

| | |
|---|---|
| _____ | By: _____ |
| As to President / Principal | President / Principal |
| _____ | _____ |
| *(Print/Type Name of Witness to Contractor)* | *(Print/Type Name of Contractor)* |
| | By: _____ |
| | Attorney-in-Fact |
| _____ | _____ |
| As to Surety | *(Print/Type Name of Attorney-in-Fact)* |
| _____ | _____ |
| *(Print/Type Name of Witness to Surety)* | Florida Resident Agent |
| | _____ |
| | *(Print/Type Name of Florida Resident Agent)* |

NOTE: If both Principal and Surety are corporations, the respective corporate seals should be affixed and attached. Power-of- Attorney to be attached.

APPROVED _____

*Signature*

_____

*Printed Name*

_____

*Florida Bar Number*

Approved as to form only and for reliance only by the School Board of Volusia County.

# CONTRACTOR'S DIRECT MATERIAL PURCHASE AFFIDAVIT

SCHOOL BOARD OF VOLUSIA COUNTY FLORIDA
FAC DOCUMENT 641

STATE OF FLORIDA
COUNTY OF VOLUSIA

COMES NOW _____, and after being duly sworn, does depose and state as follows:

1. My name is: _____, I am employed in the position of *(title)* _____ for *(Contractor)* _____.

2. I am over the age of eighteen years and I have personal knowledge of the facts stated herein.

3. All of the materials which the School Board of Volusia County Florida has purchased directly for the project known as *(Facility Name)* _____, *(Project Name)* _____, *(VCS Project No.)* _____, and pursuant to AIA Document A201-2017, Article 3.4.5 have been purchased from subcontractors, suppliers or vendors who provided bids to the Contractor for this Project and whose bids were relied upon by the Contractor in submitting its bid to Volusia County Schools.

4. All materials purchased directly by Volusia County Schools from the Contractor's subcontractors, suppliers and vendors were purchased at or below the price originally negotiated by the Contractor.

FURTHER AFFIANT SAYETH NAUGHT _____

Sworn to and subscribed before me this _____ day of _____ _____ .

_____ _____

Signature of Notary Public, State of Florida

Print, Type or Stamp Commissioned Name of Notary Public

Personally Known ☐ or Produced Identification ☐

Type of I. D. Produced _____

# CONTRACTOR'S ACKNOWLEDGMENT FORM

SCHOOL BOARD OF VOLUSIA COUNTY FLORIDA
FAC DOCUMENT 642
(Asbestos Survey)

TO: Volusia County Schools
Facilities Design and Construction
3750 Olson Drive
Daytona Beach, Florida 32124

I acknowledge that I have been given access to and have read the Asbestos Survey, Management Plan, Re-inspection Report (if applicable) and/or Certificate of Final Inspection (if applicable).

Facility Name: _____

Address: _____

☐ Not applicable - Reason: _____

I further acknowledge that I must cease work and notify the project manager and environmental specialist, 3750 Olson Drive, Daytona Beach Florida 32124, telephone number (386) 947-8786, in the event of encountering materials not previously identified by the aforementioned reports. In addition, I understand that any questions regarding the aforementioned reports should be directed to the environmental specialist as stated above.

My reason for being in the school is: _____

My signature is acknowledgement of the above.

_____ Date: _____
*(Signature)*

Printed Name: _____

Firm's Name: _____

Address: _____

Telephone: _____

# AIA® Document G702™ – 1992

## *Application and Certificate for Payment*

**TO OWNER:**

**PROJECT:** G Series Form

**APPLICATION NO:** 001
**PERIOD TO:**
**CONTRACT FOR:** General Construction
**CONTRACT DATE:**
**PROJECT NOS:** / /

**Distribution to:**
OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
FIELD: ☐
OTHER: ☐

**FROM CONTRACTOR:**

**VIA ARCHITECT:**

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

| | | |
|---|---|---|
| **1. ORIGINAL CONTRACT SUM** | | $0.00 |
| **2. NET CHANGE BY CHANGE ORDERS** | | $0.00 |
| **3. CONTRACT SUM TO DATE** (Line 1 ± 2) | | $0.00 |
| **4. TOTAL COMPLETED & STORED TO DATE** (Column G on G703) | | $0.00 |
| **5. RETAINAGE:** | | |
| a. 0 % of Completed Work (Column D + E on G703) | $0.00 | |
| b. 0 % of Stored Material (Column F on G703) | $0.00 | |
| Total Retainage (Lines 5a + 5b or Total in Column I of G703) | | $0.00 |
| **6. TOTAL EARNED LESS RETAINAGE** (Line 4 Less Line 5 Total) | | $0.00 |
| **7. LESS PREVIOUS CERTIFICATES FOR PAYMENT** (Line 6 from prior Certificate) | | $0.00 |
| **8. CURRENT PAYMENT DUE** | | $0.00 |
| **9. BALANCE TO FINISH, INCLUDING RETAINAGE** (Line 3 less Line 6) | $0.00 | |

| CHANGE ORDER SUMMARY | ADDITIONS | DEDUCTIONS |
|---|---|---|
| Total changes approved in previous months by Owner | $0.00 | $0.00 |
| Total approved this Month | $0.00 | $0.00 |
| TOTALS | $0.00 | $0.00 |
| NET CHANGES by Change Order | | $0.00 |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:**

By: _____ Date: _____

State of:

County of:

Subscribed and sworn to before me this day of

Notary Public:
My Commission expires:

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**AMOUNT CERTIFIED** ..... $0.00

*(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)*

**ARCHITECT:**

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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# AIA® Document G703™ – 1992

## *Continuation Sheet*

AIA Document, G702™–1992, Application and Certification for Payment, or G736™–2009, Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

| | |
|---|---|
| **APPLICATION NO:** | 001 |
| **APPLICATION DATE:** | |
| **PERIOD TO:** | |
| **ARCHITECT'S PROJECT NO:** | |

| A | B | C | D | E | F | G | | H | I |
|---|---|---|---|---|---|---|---|---|---|
| ITEM NO. | DESCRIPTION OF WORK | SCHEDULED VALUE | WORK COMPLETED | | MATERIALS PRESENTLY STORED (NOT IN D OR E) | TOTAL COMPLETED AND STORED TO DATE (D + E + F) | % (G ÷C) | BALANCE TO FINISH (C - G) | RETAINAGE (IF VARIABLE RATE) |
| | | | FROM PREVIOUS APPLICATION (D + E) | THIS PERIOD | | | | | |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 0.00 |
| | **GRAND TOTAL** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **0.00%** | **$0.00** | **$0.00** |

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(3B9ADA34)

# PARTIAL RECEIPT AND RELEASE
## PROGRESS PAYMENT
SCHOOL BOARD OF VOLUSIA COUNTY FLORIDA
FAC DOCUMENT 655

The undersigned _____, of _____ was heretofore on _____ day of _____, _____ awarded a contract by the SCHOOL BOARD OF VOLUSIA COUNTY FLORIDA, to furnish all of the materials and labor in the construction project entitled *(Facility Name)* _____, *(Address)* _____, *(Project Name)* _____, *(VCS Project No.)* _____ , in accordance with the plans and specifications therefore, as prepared by _____, ARCHITECT, and the undersigned has completed said work and fully complied with said contract and has heretofore received the sum of _____, ($_____) as progress payment thereon.

That the undersigned has this date received from the SCHOOL BOARD OF VOLUSIA COUNTY FLORIDA, the sum representing the balance due as of this progress payment, under terms of said contract, and certifies that said work has been performed in accordance with terms thereof and that, as Contractor, has received monies due and to become due to thereunder for work performed and materials furnished in connection with said work, and that, as Contractor, has paid in full all persons furnishing labor and/or materials in connection therewith, including all subcontractors and suppliers, and that there are no unpaid bills for labor performed or materials furnished in connection with said Work or improvements to date.

That the undersigned, for value received, does hereby forever release and discharge the said building and premises as described in said contract, from any and all liens, claims or demands whatsoever that, as Contractor, has or may have for work performed or materials furnished in connection therewith, or for work performed or materials furnished thereon by any subcontractor or supplier, and will hold the SCHOOL BOARD OF VOLUSIA COUNTY FLORIDA, safe and harmless from any and all loss and liability arising or to arise by reason of any unpaid bills for labor performed or materials furnished on said building or premises in connection with said work or improvements as of this progress payment.

IN WITNESS WHEREOF,
the undersigned has hereunto set hand and seal this _____ day of _____ , _____
Witnessed by:

_____ _____ *(SEAL)*
*(Witness Signature)* *(Contractor Signature)*

_____ _____
*(Print or Type Name, Title)* *(Print or Type Name, Title)*

STATE OF FLORIDA, COUNTY OF
Before me, the undersigned authority, personally appeared _____
to me well-known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged before me executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal this
_____ day of _____ , _____

*(Notary Seal)*

My commission expires: _____
Notary Public, State of Florida

_____ _____
*(Date)* *(Print, type or stamp name of notary public)*

☐ Personally known to me ☐ Produced ID _____
*(Type of ID, if applicable)*

# AIA® Document G707A™ – 1994

## *Consent of Surety to Reduction in or Partial Release of Retainage*

| | | |
|---|---|---|
| **PROJECT:** *(Name and address)* | **ARCHITECT'S PROJECT NUMBER:** | OWNER: ☐ |
| | **CONTRACT FOR:** | ARCHITECT: ☐ |
| | | CONTRACTOR: ☐ |
| **TO OWNER:** *(Name and address)* | **CONTRACT DATED:** | SURETY: ☐ |
| | | OTHER: ☐ |

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
*(Insert name and address of Surety)*

, SURETY,

on bond of
*(Insert name and address of Contractor)*

, CONTRACTOR,

hereby approves the reduction in or partial release of retainage to the Contractor as follows:

The Surety agrees that such reduction in or partial release of retainage to the Contractor shall not relieve the Surety of any of its obligations to
*(Insert name and address of Owner)*

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
*(Insert in writing the month followed by the numeric date and year.)*

_____
*(Surety)*

_____
*(Signature of authorized representative)*

Attest:
(Seal):

_____
*(Printed name and title)*

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# AIA® Document G707™ – 1994

## *Consent Of Surety to Final Payment*

| | | |
|---|---|---|
| **PROJECT:** *(Name and address)* | **ARCHITECT'S PROJECT NUMBER:** | OWNER: ☐ |
| | **CONTRACT FOR:** | ARCHITECT: ☐ |
| | | CONTRACTOR: ☐ |
| **TO OWNER:** *(Name and address)* | **CONTRACT DATED:** | SURETY: ☐ |
| | | OTHER: ☐ |

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
*(Insert name and address of Surety)*

, SURETY,

on bond of
*(Insert name and address of Contractor)*

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
*(Insert name and address of Owner)*

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
*(Insert in writing the month followed by the numeric date and year.)*

_____
*(Surety)*

_____
*(Signature of authorized representative)*

Attest:
(Seal):

_____
*(Printed name and title)*

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# CONTRACTOR AFFIDAVIT

SCHOOL BOARD OF VOLUSIA COUNTY FLORIDA
FAC DOCUMENT 661

PURSUANT TO SECTION 713.06(3), FLORIDA STATUTES

TO: SCHOOL BOARD OF VOLUSIA COUNTY FLORIDA

The undersigned, as Contractor, has heretofore, on the _____ day of _____, in the year _____, been awarded a contract by you, as Owner, to furnish all of the materials and labor in the construction project entitled *(Facility Name)* _____, *(Address)* _____, *(Project Name)* _____,*(VCS Project No.)* _____, for the final contract price of _____ ($_____) in accordance with plans and specifications therefore, as prepared by _____, ARCHITECT.

The said project has been completed and the contract and plans therefore fully complied with, and all of the contract price has been paid by you, except the final payment thereon, which is now due, but is being withheld until a sworn statement is furnished as required by law, showing whether there are any unpaid and outstanding bills in connection with said building.

That the undersigned hereby certified, under oath, that all lienors contracting directly with or directly employed by the undersigned, on said contract, have been paid in full, and further certified, under oath, that there are no outstanding or unpaid bills for labor performed or materials furnished in connections with said work or improvements.

That this sworn statement is furnished by the Contractor to the Owner pursuant to Section 713.06(3), Florida Statutes.

IN WITNESS WHEREOF,
the undersigned has hereunto set his hand and seal this _____ day of _____ , _____
Witnessed by:

_____ _____ *(SEAL)*
*(Witness Signature)* *(Contractor Signature)*

_____ _____
*(Print or Type Name, Title)* *(Print or Type Name, Title)*

STATE OF FLORIDA, COUNTY OF VOLUSIA
Before me, the undersigned authority, personally appeared _____
to me well-known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal this
_____ day of _____ , _____

*(Notary Seal)*

My commission expires: _____
Notary Public, State of Florida

_____ _____
*(Date)* *(Print, type or stamp name of notary public)*

☐ Personally known to me ☐ Produced ID _____
*(Type of ID, if applicable)*

# RECEIPT AND RELEASE

SCHOOL BOARD OF VOLUSIA COUNTY FLORIDA
FAC DOCUMENT 662

The undersigned _____, of _____ was heretofore on _____ day of _____, _____ awarded a contract by the SCHOOL BOARD OF VOLUSIA COUNTY FLORIDA, for the final contract price of _____, ($_____) to furnish all of the materials and labor in the construction project entitled *(Facility Name)* _____, *(Address)* _____, *(Project Name)* _____, *(VCS Project No.)* _____, in accordance with the plans and specifications therefore, as prepared by _____, ARCHITECT, and the undersigned has completed said work and fully complied with said contract and has heretofore received the sum of _____, ($_____) as payment thereon.

That the undersigned has this date received from the SCHOOL BOARD OF VOLUSIA COUNTY FLORIDA, the sum of _____, ($_____) representing the full balance due him as Contractor, under terms of said contract, and certifies that said contract has been fully performed in accordance with terms thereof and that, as Contractor, has received all monies due and to become due thereunder for work performed and materials furnished in connection with said work, and that, as Contractor, has paid in full all persons furnishing labor and/or materials in connection therewith, including all subcontractors and suppliers, and that there are no unpaid bills for labor performed or materials furnished in connection with said work or improvements.

That the undersigned, for value received, does hereby forever release and discharge the said building and premises as described in said contract, from any and all liens, claims or demands whatsoever that, as Contractor, has or may have for work performed or materials furnished in connection therewith, or for work performed or materials furnished thereon by any subcontractor or supplier, and will hold the SCHOOL BOARD OF VOLUSIA COUNTY FLORIDA, safe and harmless from any and all loss and liability arising or to arise by reason of any unpaid bills for labor performed or materials furnished on said building or premises in connection with said work or improvements.

IN WITNESS WHEREOF,
the undersigned has hereunto set hand and seal this _____ day of _____ , _____
Witnessed by:

_____ _____ (SEAL)
*(Witness Signature)* *(Contractor Signature)*

_____ _____
*(Print or Type Name, Title)* *(Print or Type Name, Title)*

STATE OF FLORIDA, COUNTY OF
Before me, the undersigned authority, personally appeared _____
to me well-known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged before me executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal this
_____ day of _____ , _____

(Notary Seal)

My commission expires: _____
Notary Public, State of Florida

_____ _____
*(Date)* *(Print, type or stamp name of notary public)*

☐ Personally known to me ☐ Produced ID _____
*(Type of ID, if applicable)*

# SECTION 01 10 00 - SUMMARY

## PART 1 - GENERAL

### 1.1 SUMMARY

A. Scope of Services
1. Replace intercom wiring for the campus. This includes removal of devices, terminations etc to replace wiring from device to device and device to terminal cabinet. Buildings 24,25,27 and portables are excluded from this work.
2. All removed wire is to be disposed of off site.
3. Alternate pricing is to be provided for the replacement of intercom call buttons.
4. A separate alternate pricing is to be provided to replace all interior speakers.
5. This scope is not all inclusive and is complimented by the set of drawings and specifications.

### 1.2 Project Information: Deltona High - Replace Intercom Wiring

A. Owners Project Manager: James Tucker

B. Project Location: Deltona High, 100 Wolf Pack Run, Deltona, FL 32725

C. Owners Project Number: 2548114

### 1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work includes but is not limited to the following:
1. All Permit cost to complete the scope of work.
2. Any cost to coordinate shut downs, terminations, openings of utility equipment by electric utility.
3. All work shall comply with the Owners policies and procedures.
4. Temporary power, lighting, water, etc required for the performance of this work are to be provided by the contractor. This may utilize Owners current systems for connections provided it does not interfere with any building activities or functionality. Return all Owner facilities to their as-found condition.
5. Temporary connections of mechanical and electrical equipment to facilitate phasing schedule and to maintain the building as an occupied space during construction.
6. Reuse existing conduits when possible if compliant with current specifications, otherwise provide new conduits.
7. Repair of any surfaces or finishes damaged during the installation or needing repaired due to the removal of equipment or devices. This includes but is not limited to all ceiling, wall and floor demolition required to accomplish the scope of work.

8. All tools, ladder, lifts, bosuns chairs, scaffold, lifts, cranes etc as required to perform the scope of work. This includes the design as required of the support, lift or other safety related task associated with the scope of work.
9. All cost to comply with OSHA standards.
10. All material handling and lifting vehicles, equipment or tools.
11. Cost and coordination of all Permits and inspections through AHJ and State Fire Marshal or other authority having jurisdiction over the work to be performed.
12. Provide Owner training of installed systems.
13. Provide all contract close out information such as Operation and Maintenance manuals, warranties and as-built drawings.
14. Compliance with Volusia County Schools Construction Guidelines.

## 1.4 PHASED CONSTRUCTION

A. Final scheduling and sequencing is to be determined by the Contractor and coordinated with the Owner.

B. All areas of the building are to maintain climate control, power and full access at all times.

## 1.5 USE OF PREMISES

A. General: Contractor shall have limited use of premises for construction operations, including use of Project site, during specified times. Contractor's use of premises is limited by Owners right to perform work or maintenance and coordination of work with other contractors on site during the same time.

B. Use of Site: Limit use of premises to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
   1. Perform the Work so as not to interfere with Owner's day-to-day operations.
   2. Limits: Confine construction operations to the space being worked on at the time.
   3. Driveways and Entrances: Keep driveways, loading areas, and entrances serving premises clear to security, maintenance, cleaning crews, employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
      a. Schedule deliveries to minimize use of driveways and entrances.
      b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
   4. No radios, boom boxes, MP3 players shall be allowed on site.
   5. Contractors shall display identification such as badges uniforms, etc at all times.
   6. Contractor is responsible to pay for and obtain appropriate parking for their employees and contractors.
   7. Maintain the building security during construction.
   8. At the completion of each nights work, the space must be cleaned and returned to its as found condition prior to 6AM the next morning.

C. Use of Existing Building: Maintain existing building in a weather tight condition throughout construction period. Repair damage caused by construction operations.

Protect building and its occupants during construction period. Ingress and egress of the building shall be maintained.

## 1.6 SITE ACCESS

A. Vendors/Contractors will need to be badged to work on site. Comply with Owners badging requirements in accordance with the Jessica Lunsford Act.

B. Contractor office space is not available on site and will need to be held off site at the contractor's own facilities.

C. No smoking or vaping is permitted on the campus.

D. No illegal drugs, alcohol or drug paraphernalia is permitted on the campus.

E. No weapons, guns or ammunition are allowed inside on the campus.

F. No interaction with children is permitted. This includes but is not limited to talking or giving/receiving anything.

G. Material delivery trucks may only unload on site and then be immediately removed from the site. Material delivery trucks may not remain parked on site during the work.

H. Some materials or equipment may be too large to fit through the existing passageways or doorways to their final location. Contractor will need to provide means to assemble in place, crane or fly in though removable access or other method, equipment and materials that do not have access through the building.

I. At no time shall a vendor or contractor leave a vehicle unattended with keys inside or unattended in unapproved parking locations.

## 1.7 SAFETY

A. The Contractor is responsible for initiating, maintaining and supervising all safety precautions and programs in accordance with OSHA Standards in connection with the Work.

B. The Contractor and their employees, while working on the premises, must comply with the Safety Orders issued by OSHA, Orange County Environmental Health and Safety and any other safety, health or environmental regulations of the State of Florida having jurisdictional authority.

C. All walkways and working surfaces, such as ladders, stairs, guards, etc. must comply with the OSHA regulations.

D. The Contractor must take all precautions necessary as defined by OSHA for the safety and protection of persons and property.

E. The Contractor must inform the Owner of the "competent person" as defined by OSHA.

F. The Contractor must not load or permit any part of the work to be loaded so as to endanger its safety.

G. Lockout/tag out regulations are required to be utilized. No work shall be performed on energized electrical equipment. Appropriate personal protective equipment (PPE) shall be utilized during the de-energizing and testing to confirm that the equipment is not energized. Comply with all requirements of NFPA 70E.

## 1.8 SCHEDULE

A. The onsite work for the project shall be coordinated and scheduled with the Owner. The building may be fully occupied throughout that time except at nights and on weekends. The building will always have some occupants within that will need to be coordinated with for any construction activities.

## 1.9 CHANGES TO THE CONTRACT DOCUMENTS

A. Contractor shall not proceed with any modifications to the construction documents, general conditions or special conditions without prior written approval from the Owner.

## 1.10 SPECIFICATION FORMATS AND CONVENTIONS

A. Specification Format: The Specifications are organized into Divisions and Sections using the 32-division format and 2004 "MasterSpec" 6 digit numbering system.
   1. Division 1: Sections in Division 1 govern the execution of the Work of all Sections in the Specifications.

B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
   1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
   2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
      a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

END OF SECTION 01 10 00

# SECTION 01 23 00 - ALTERNATES

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

A. This Section includes administrative and procedural requirements for alternates.

### 1.3 DEFINITIONS

A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

1. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

### 1.4 PROCEDURES

A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.

1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether indicated as part of alternate or not.

B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.

C. Execute accepted alternates under the same conditions as other work of the Contract.

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Alternate No. 1
   1. Provide ADD ALTERNATE to provide new intercom call buttons to replace all existing intercom call buttons throughout the campus.

B. Alternate No. 2
   1. Provide ADD ALTERNATE to provide new interior speakers and grills for all existing interior intercom speakers and grills throughout the campus.

END OF SECTION 01 23 00

# SECTION 01 29 00 - PAYMENT PROCEDURES

## PART 1 - GENERAL

### 1.1 SUMMARY

A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

### 1.2 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
   1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including Application for Payment forms with Continuation Sheets Submittals Schedule and Contractor's Construction Schedule.
   2. Submit the Schedule of Values to Engineer at earliest possible date but no later than ten (10) working days before the date scheduled for submittal of initial Applications for Payment.
   3. Sub schedules: Where the Work is separated into phases requiring separately phased payments, provide sub schedules showing values correlated with each phase of payment.

B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
   1. Identification: Include the following Project identification on the Schedule of Values:
      a. Project name and location.
      b. Contractor's name and address.
      c. Date of submittal.
   2. Submit draft of AIA Document G703 with Continuation Sheets.
   3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate. Include separate line items under required principal subcontracts for operation and maintenance manuals, punch list activities, Project Record Documents, and demonstration and training in the amount of 5 percent of the Contract Sum.
   4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
   5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
   6. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.

7. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
   a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
8. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

## 1.3 APPLICATIONS FOR PAYMENT

A. Each Application for Payment shall be consistent with previous applications and payments as certified by Engineer and paid for by Owner.
   1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is one calendar month.

C. Payment Application Times: Progress payment applications shall be submitted to Engineer and to the Owner Project Manager by the 1st of the month. The period covered by each Application for Payment is one month, ending on the last day of the previous month.

D. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.

E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Engineer will return incomplete applications without action.
   1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
   2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.

F. Transmittal: Submit three (3) signed and notarized original copies of each Application for Payment to Engineer by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
   1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
   1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
   2. When an application shows completion of an item, submit final or full waivers.

3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
4. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.

H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
2. Schedule of Values.
3. Contractor's Construction Schedule (preliminary if not final).
4. Schedule of unit prices.
5. Submittals Schedule (preliminary if not final).
6. List of Contractor's staff assignments.
7. List of Contractor's principal consultants.
8. Copies of building permits.
9. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
10. Initial progress report.
11. Report of preconstruction conference.
12. Certificates of insurance and insurance policies.

I. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

J. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
6. AIA Document G707, "Consent of Surety to Final Payment."
7. Evidence that claims have been settled.
8. Final, liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 29 00

# SECTION 01 31 00 - PROJECT MANAGEMENT AND COORDINATION

## PART 1 - GENERAL

### 1.1 SUMMARY

A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
   1. Coordination Drawings.
   2. Project meetings.

B. See Division 01 Section "Execution Requirements" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.

### 1.2 COORDINATION

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.
   1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
   2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
   3. Make adequate provisions to accommodate items scheduled for later installation.
   4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.

B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
   1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
   1. Preparation of Contractor's Construction Schedule.
   2. Preparation of the Schedule of Values.
   3. Installation and removal of temporary facilities and controls.
   4. Delivery and processing of submittals.
   5. Progress meetings.

6. Preinstallation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.
9. Project closeout activities.

## 1.3 SUBMITTALS

A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.
   1. Content: Project-specific information, drawn accurately to scale. Do not base Coordination Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:
      a. Indicate functional and spatial relationships of components of Architectural, structural, civil, mechanical, and electrical systems.
      b. Indicate dimensions shown on the Contract Drawings and make specific note of dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Engineer for resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
   2. Sheet Size: At least 8-1/2 by 11 inches but no larger than 30 by 40 inches.
   3. Number of Copies: Submit three (3) opaque copies of each submittal. Engineer will return two (2) copies.
   4. Refer to individual Sections for Coordination Drawing requirements for Work in those Sections.

## 1.4 PROJECT MEETINGS

A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
   1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Engineer of scheduled meeting dates and times.
   2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
   3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Engineer, within three (3) days of the meeting.

B. Preconstruction Conference: Schedule a preconstruction conference before starting construction, at a time convenient to Owner and Engineer, but no later than ten (10) days after execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.
   1. Attendees: Authorized representatives of Orange County, Engineer; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

2. Agenda: Discuss items of significance that could affect progress, including the following:
   a. Tentative construction schedule.
   b. Phasing.
   c. Critical work sequencing and long-lead items.
   d. Designation of key personnel and their duties.
   e. Procedures for processing field decisions and Change Orders.
   f. Procedures for requests for interpretations (RFIs).
   g. Procedures for testing and inspecting.
   h. Procedures for processing Applications for Payment.
   i. Distribution of the Contract Documents.
   j. Submittal procedures.
   k. Preparation of Record Documents.
   l. Use of the premises and existing building.
   m. Work restrictions.
   n. Orange County's occupancy requirements.
   o. Responsibility for temporary facilities and controls.
   p. Construction waste management and recycling.
   q. Parking availability.
   r. Office, work, and storage areas.
   s. Equipment deliveries and priorities.
   t. First aid.
   u. Security.
   v. Progress cleaning.
   w. Working hours.
3. Minutes: The contractor will record and distribute meeting minutes.

C. Progress Meetings: Conduct progress meetings at bi-weekly intervals. Coordinate dates of meetings with preparation of payment requests.
1. Attendees: In addition to representatives of Owner and Engineer, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
   a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
      1) Review schedule for next period.
   b. Review present and future needs of each entity present, including the following:
      1) Interface requirements.
      2) Sequence of operations.
      3) Status of submittals.
      4) Deliveries.

5) Off-site fabrication.
6) Access.
7) Site utilization.
8) Temporary facilities and controls.
9) Work hours.
10) Hazards and risks.
11) Progress cleaning.
12) Quality and work standards.
13) Status of correction of deficient items.
14) Field observations.
15) Requests for interpretations (RFIs).
16) Status of proposal requests.
17) Pending changes.
18) Status of Change Orders.
19) Pending claims and disputes.
20) Documentation of information for payment requests.

3. Minutes: The contractor will record and distribute to all attendees the meeting minutes.
4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
   a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 31 00

# SECTION 01 40 00 - QUALITY REQUIREMENTS

## PART 1 - GENERAL

### 1.1 SUMMARY

A. This Section includes administrative and procedural requirements for quality assurance and quality control.

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

C. Contractor must provide and implement a quality control and assurance plan.
   1. Before construction begins a detailed plan must be submitted to the Owner by the Contractor describing the systems, adequacy and competency of the construction inspection program. The Owner has the right to add specific systems or equipment to the plan. If the plan is deemed to not meet the needs of the Owner, a new plan will be drawn up to include the Owner’s needs.
   2. The Plan must include the following:
      a. A detailed construction schedule with a summary of planned construction activities, their sequence, interrelationships, durations, and terminations is required.
      b. A description of the construction management organization, management procedures, lines of communication, and responsibility.
      c. A description of the anticipated quality control testing to include the system, the type of test, frequency, and who will perform the tests.
      d. A description of the change order process to include, who will initiate change orders, as well as who will review, negotiate, and approve change orders.
      e. A description of the technical records handling methodology to include where plans and specifications, as-built drawings, field orders, and change orders must be kept.
      f. A description of the construction inspection program quality assurance plan to include inspection responsibility, anticipated inspection frequency, deficiency resolution, inspector qualifications, and inspection reports is required.
      g. Products or workmanship specified by association, trade, or federal standards, must comply with requirements of the standard (except when more rigid requirements are specified or required).
      h. Areas specified that require evidence and examples of required expertise from the contractor in conjunction with specified items, such as system

components, design element or special treatment must be identified and explained.

D. See Divisions 02 through 32 Sections for specific test and inspection requirements. All testing is to be provided by the contractor by an independent 3rd party testing company that specializes in the test being performed.

1.2 DEFINITIONS

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Engineer.

C. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.

D. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.

E. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

F. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

G. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
   1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.

H. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of five (5) previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

## 1.3 CONFLICTING REQUIREMENTS

A. General: If compliance with two or more standards is specified (drawings or specifications) and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement as interpreted by the AE. Refer uncertainties and requirements that are different, but apparently equal, to Engineer for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Engineer for a decision before proceeding.

## 1.4 SUBMITTALS

A. Submit Quality Control and Quality Assurance plan.

B. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

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

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

## 1.5 QUALITY ASSURANCE

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

B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

C. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.

F. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
   1. Requirement for specialists shall not supersede building codes and regulations governing the Work.

G. Testing Agency Qualifications: An NRTL independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
   1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.

H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

## 1.6 QUALITY CONTROL

A. Owner's Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
   1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.

2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.

B. Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
   1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
      a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
   2. Notify testing agencies at least twenty-four (24) hours in advance of time when Work that requires testing or inspecting will be performed.
   3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
   4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
   5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 1 Section "Submittal Procedures."

D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

E. Testing Agency Responsibilities: Cooperate with Engineer and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
   1. Notify Engineer and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
   2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
   3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
   4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
   5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
   6. Do not perform any duties of Contractor.

F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
   1. Access to the Work.

2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Delivery of samples to testing agencies.
6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. Security and protection for samples and for testing and inspecting equipment at Project site.

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
2. Comply with the Contract Document requirements for Division 1 Section "Cutting and Patching."

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01 40 00

# SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

## PART 1 - GENERAL

### 1.1 SUMMARY

A. This Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

B. See Division 1 Section "Execution Requirements" for progress cleaning requirements.

C. See Divisions 2 through 26 Sections for temporary heat, ventilation, and humidity requirements for products in those Sections.

### 1.2 DEFINITIONS

A. Permanent Enclosure: As determined by Architect, permanent or temporary roofing is complete, insulated, and weathertight; exterior walls are insulated and weathertight; and all openings are closed with permanent construction or substantial temporary closures.

### 1.3 USE CHARGES

A. General: Cost or use charges for temporary facilities shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, testing agencies, and authorities having jurisdiction.

B. Water Service: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations. Coordinate all connections and extensions through OWNER Project Manager.

C. Electric Power Service: Electric power from Owner's existing system is available for use without payment of use charges. Provide connections and extensions of services as required for construction operations. Coordinate all connections and extensions through OWNER Project Manager.

### 1.4 SUBMITTALS

A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

B. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.

C. Moisture- and Mold-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage and mold.

D. Dust- and HVAC-Control Plan: Submit coordination drawing and narrative that indicates the dust- and HVAC-control measures proposed for use, proposed locations, and proposed time frame for their operation. Include the following:

1. Locations of dust-control partitions at each phase of work.
2. HVAC system isolation schematic drawing.
3. Location of proposed air-filtration system discharge.
4. Waste-handling procedures.
5. Other dust-control measures.

## 1.5 QUALITY ASSURANCE

A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

## 1.6 PROJECT CONDITIONS

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

# PART 2 - PRODUCTS

## 2.1 MATERIALS

A. Provide portable chain-link or wood fencing to protect all excavations during construction. Fencing will be provided with lockable gates for construction access by the contractors.

B. Coordinate with the Owner's representative to establish construction material delivery and storage and locations of access gates for construction personnel.

C. Chain-Link Fencing: Minimum 2-inch, 0.148-inch thick, galvanized steel, chain-link fabric fencing; minimum 6 feet high with galvanized steel pipe posts; minimum 2-3/8-inch OD line posts and 2-7/8-inch OD corner and pull posts, with 1-5/8-inch OD top rails wind screen material on all fence.

D. Polyethylene Sheet: Reinforced, fire-resistive sheet, 10-mil (0.25-mm) minimum thickness, with flame-spread rating of 15 or less per ASTM E 84 and passing NFPA 701 Test Method 2.

E. Dust-Control Adhesive-Surface Walk-Off Mats: Provide mats minimum 36 by 60 inches (914 by 1524 mm).

F. Insulation: Unfaced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively.

## 2.2 TEMPORARY FACILITIES

A. Field Offices will be located off site unless stated otherwise by the Owner.

B. Storage: Provide fencing or other means to accommodate/secure materials and equipment for construction operations in areas designated by the Owner. See Lay down area drawing for additional information.

## 2.3 EQUIPMENT

A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

# PART 3 - EXECUTION

## 3.1 TEMPORARY FACILITIES, GENERAL

A. Conservation: Coordinate construction and use of temporary facilities with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

B. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

## 3.2 INSTALLATION, GENERAL

A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

## 3.3 TEMPORARY UTILITY INSTALLATION

A. General: Install temporary service or connect to existing service.

1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.

B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
   1. Temporary tie ins for sanitary facilities are not permitted.

C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.

D. Water Service: Use of Owner's existing water service facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
   1. Where installations below an outlet might be damaged by spillage or leakage, provide a drip pan of suitable size to minimize water damage. Drain accumulated water promptly from pans.

E. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
   1. Toilets: Use of Owner's existing toilet facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner. Restore these facilities to condition existing before initial use on a daily basis.

F. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting the existing building and its contents from adverse effects of low/high temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations, existing elements or elements being installed.

G. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.

H. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.

   1. Prior to commencing work, isolate the HVAC system in area where work is to be performed.

      a. Disconnect supply and return ductwork in work area from HVAC systems servicing occupied areas.
      b. Maintain negative air pressure within work area using HEPA-equipped air-filtration units, starting with commencement of temporary partition construction, and continuing until removal of temporary partitions is complete.

2. Maintain dust partitions during the Work. Use vacuum collection attachments on dust-producing equipment. Isolate limited work within occupied areas using portable dust-containment devices.

3. Perform daily construction cleanup and final cleanup using approved, HEPA-filter-equipped vacuum equipment.

I. Electric Power Service: Use of Owner's existing electric power service will be permitted, as long as equipment is maintained in a condition acceptable to Owner.

J. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

K. Telephone Service:
1. Provide superintendent with cellular telephone for use when away from field office.

3.4 SUPPORT FACILITIES INSTALLATION

A. Parking: Contractor is responsible for providing parking for all workman, contractors, sub-contractors, material delivery, etc. Owner will not be responsible for any parking cost including fees, fines, etc.

B. Project Identification and Temporary Signs: Provide Project identification and other signs. Install signs where indicated to inform public and individuals seeking entrance to Project. Unauthorized signs are not permitted.
1. Provide temporary, directional signs for construction personnel and visitors.
2. Maintain and touchup signs so they are legible at all times.

C. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with all OWNER on-site waste disposal policies and procedures.

D. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

E. Existing Elevator Use: Use of Owner's existing freight elevators will be permitted, provided elevators are cleaned and maintained in a condition acceptable to Owner. At completion of each days work, restore elevators to condition existing before initial use.

1. Do not load elevators beyond their rated weight capacity.
2. Provide protective coverings, barriers, devices, signs, or other procedures to protect elevator car and entrance doors and frame. If, despite such protection, elevators become damaged, engage elevator Installer to restore damaged work so no evidence remains of correction work. Return items that cannot be

refinished in field to the shop, make required repairs and refinish entire unit, or provide new units as required.

F. Existing Stair Usage: Use of Owner's existing stairs will be permitted, as long as stairs are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore stairs to condition existing before initial use.
   1. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If, despite such protection, stairs become damaged, restore damaged areas so no evidence remains of correction work.

G. Temporary Use of Permanent Stairs: Cover finished permanent stairs with protective covering of plywood or similar material so finishes will be undamaged at time of acceptance.

## 3.5 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.

B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

C. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to adjacent properties and walkways, according to requirements of authorities having jurisdiction.

D. Stormwater Control: Comply with authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.

E. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.

F. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

G. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
   1. Where heating or cooling is needed and permanent enclosure is not complete, insulate temporary enclosures.

H. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by Owner from fumes and noise.

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

## 3.6 MOISTURE AND MOLD CONTROL

A. Contractor's Moisture-Protection Plan: Describe delivery, handling, storage, installation, and protection provisions for materials subject to water absorption or water damage.

   1. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water-damaged Work.
   2. Indicate sequencing of work that requires water, such as sprayed fire-resistive materials, plastering, and terrazzo grinding, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.
   3. Indicate methods to be used to avoid trapping water in finished work.

B. Controlled Construction Period: During construction period but prior to the full operation of permanent HVAC systems, maintain the existing buildings as follows:

   1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
   2. Use temporary or permanent HVAC system to control humidity in all areas to between 68 Deg F to 78 Deg F with less than 60% humidity in unoccupied areas and 68 Deg F to 75 Deg F with less than 60% humidity in occupied areas.
      a. Contractor will be responsible to repair, replace and mediate any damages from failure to control temperature and humidity in the building.
      b. Contractor will immediately (less than 1 hour) correct any deficiencies noted by the Owner or Owner will make corrective actions needed. The cost for any of the Owner corrective actions will be back charged to the contractor and deducted from the contract amount owed.

## 3.7 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

B. Maintenance: Maintain facilities in good operating condition until removal.
   1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities work is completed and area has been cleaned to the as found condition prior to construction.

D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
   1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
   2. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 1 Section "Closeout Procedures."

END OF SECTION 01 50 00

# SECTION 01 60 00 - PRODUCT REQUIREMENTS

## PART 1 - GENERAL

### 1.1 SUMMARY

A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.

B. See Division 01 Section "Closeout Procedures" for submitting warranties for Contract closeout.

C. See Divisions 02 through 32 Sections for specific requirements for warranties on products and installations specified to be warranted.

### 1.2 DEFINITIONS

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

B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

## 1.3 SUBMITTALS

A. Substitution Requests: Submit electronic PDF of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
   1. Substitution Request Form
   2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
      a. Statement indicating why specified material or product cannot be provided.
      b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
      c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
      d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
      e. Samples, where applicable or requested.
      f. List of similar installations for completed projects with project names and addresses and names and addresses of Engineers and Owner.
      g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
      h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
      i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
      j. Cost information, including a proposal of change, if any, in the Contract Sum.
      k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
      l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
   3. Engineer's Action: If necessary, Engineer will request additional information or documentation for evaluation within ten (10) days of receipt of a request for substitution. Engineer will notify Contractor of acceptance or rejection of proposed substitution within ten (10) working days of receipt of request, or five (5) working days of receipt of additional information or documentation, whichever is later.
      a. Form of Acceptance: Change Order.
      b. Use product specified if Engineer cannot make a decision on use of a proposed substitution within time allocated.

B. Comparable (Equal) Product Requests: Submit PDF copies of each request for consideration. Identify product or fabrication or installation method to be replaced or considered “equal to”. Include Specification Section number and title and Drawing numbers and titles.
   1. Engineer's Action: If necessary, Engineer will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Engineer will notify Contractor of approval or rejection of proposed comparable product request within ten (10) working days of receipt of request, or five (5) working days of receipt of additional information or documentation, whichever is later.
      a. Form of Approval: As specified in Division 1 Section "Submittal Procedures."
      b. Use product specified if Engineer cannot make a decision on use of a comparable product request within time allocated.

C. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 1 Section "Submittal Procedures." Show compliance with requirements.

## 1.4 QUALITY ASSURANCE

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

## 1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

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

B. Delivery and Handling:
   1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
   2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
   3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
   4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.

C. Storage:
   1. Store products to allow for inspection and measurement of quantity or counting of units.
   2. Store materials in a manner that will not endanger Project structure.
   3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.

4. Store cementitious products and materials on elevated platforms.
5. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
7. Protect stored products from damage and liquids from freezing.

## 1.6 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
   1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
   2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
   1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
   2. Specified Form: When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.
   3. Refer to Divisions 2 through 16 Sections for specific content requirements and particular requirements for submitting special warranties.

# PART 2 - PRODUCTS

## 2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.
   1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
   2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
   3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
   4. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.

B. Product Selection Procedures:

1. Product: Where Specifications name a single product and manufacturer, provide the named product that complies with requirements.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.
3. Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
4. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
5. Available Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
6. Available Manufacturers: Where Specifications include a list of manufacturers, provide a product by one of the manufacturers listed, or an unnamed manufacturer, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
7. Product Options: Where Specifications indicate that sizes, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide the specified product or system. Comply with provisions in Part 2 "Product Substitutions" Article for consideration of an unnamed product or system.
8. Basis-of-Design Product: Where Specifications name a product and include a list of manufacturers, provide the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product by the other named manufacturers.
9. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product that complies with other specified requirements.
    a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Engineer will select color, pattern, density, or texture from manufacturer's product line that does not include premium items.
    b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Engineer will select color, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

## 2.2 PRODUCT SUBSTITUTIONS

A. Timing: Engineer will consider requests for substitution if received within fifteen (15) days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Engineer.

B. Conditions: Engineer will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Engineer

will return requests without action, except to record noncompliance with these requirements:

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

## 2.3 COMPARABLE PRODUCTS

A. Conditions: Engineer will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Engineer will return requests without action, except to record noncompliance with these requirements:

1. Evidence that the proposed product does not require extensive revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
3. Evidence that proposed product provides specified warranty.
4. List of similar installations for completed projects with project names and addresses and names and addresses of Engineers and Owner, if requested.

# PART 3 - EXECUTION (Not Used)

END OF SECTION 01 60 00

# SECTION 01 73 00 - EXECUTION

## PART 1 - GENERAL

### 1.1 SUMMARY

A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
   1. Construction layout.
   2. Field engineering and surveying.
   3. General installation of products.
   4. Progress cleaning.
   5. Starting and adjusting.
   6. Protection of installed construction.
   7. Starting of Systems
   8. Correction of the Work.

B. See Division 1 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

### 1.2 SUBMITTALS

A. Certificates: Submit certificate signed by professional engineer certifying that location and elevation of improvements comply with requirements.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

### 3.1 EXAMINATION

A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
   1. Before purchase or installation, verify the location and points of connection of utility services.

B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
1. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
2. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
3. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
4. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

## 3.2 PREPARATION

A. Existing Utility Information: Furnish information to local utility and Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

## 3.3 FIELD ENGINEERING

A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.

B. Benchmarks: Establish and maintain a minimum of two (2) permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.

1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.

## 3.4 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
   1. Make vertical work plumb and make horizontal work level.
   2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
   3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
   1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
   2. Allow for building movement, including thermal expansion and contraction.
   3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

## 3.5 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
   1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
   2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F.
   3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
   1. Remove liquid spills promptly.
   2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.

H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

## 3.6 STARTING AND ADJUSTING

A. A detailed plan must be provided by the contractor regarding the requirements of building systems start up. This is in addition to and separate from full commissioning.

B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

C. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.

D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

E. Manufacturer's Field Service: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Division 01 Section "Quality Requirements."

## 3.7 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Comply with manufacturer's written instructions for temperature and relative humidity.

## 3.8 CORRECTION OF THE WORK

A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 1 Section "Cutting and Patching."
   1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.

B. Restore permanent facilities used during construction to their specified condition.

C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 01 73 00

# SECTION 01 74 19 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

## PART 1 - GENERAL

### 1.1 SUMMARY

A. This Section includes administrative and procedural requirements for the following:
   1. Salvaging nonhazardous demolition and construction waste.
   2. Recycling nonhazardous demolition and construction waste.
   3. Disposing of nonhazardous demolition and construction waste.

B. All construction sites are subject to inspection by local representatives and federal or state agents. Contractor is responsible for all fines incurred due to the failure of their employees and subcontractors to follow federal or state regulations. Failure to follow Environmental Construction Standards can result in stop work orders or other penalties.

C. See Division 1 Section "Selective Demolition" for disposition of waste resulting from partial demolition of buildings, structures, and site improvements, and for disposition of hazardous waste.

### 1.2 DEFINITIONS

A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.

B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.

C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.

D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.

E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.

F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

### 1.3 PERFORMANCE

A. General: Comply with all Owner Environmental management procedures and policies.

B. Salvage/Recycle Goals: Owner's goal is to salvage and recycle as much nonhazardous demolition and construction waste as possible including the following materials: pipe, conduit and miscellaneous metals.

1.4 WASTE MANAGEMENT PLAN

A. General: Develop plan consisting of waste identification and waste reduction work plan. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.

B. Waste Identification: Indicate anticipated types and quantities of demolition and construction waste generated by the Work. Include estimated quantities and assumptions for estimates.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

A. General: Implement waste management plan as approved by Owner. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.

B. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
   1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
   2. Comply with Division 1 Section "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

3.2 SALVAGING DEMOLITION WASTE

A. Salvaged Items for Reuse in the Work:
   1. Clean salvaged items.
   2. Pack or crate items after cleaning. Identify contents of containers.
   3. Store items in a secure area until installation.
   4. Protect items from damage during transport and storage.
   5. Install salvaged items to comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make items functional for use indicated.

B. Salvaged Items on Project site.

C. Salvaged Items for Owner's Use:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area designated by Owner.
5. Protect items from damage during transport and storage.

## 3.3 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

A. General: Recycle paper and beverage containers used by on-site workers.

B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall be shared equally by Owner and Contractor.

C. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical.
   1. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
      a. Inspect containers and bins for contamination and remove contaminated materials if found.
   2. Store components off the ground and protect from the weather.
   3. Remove recyclable waste off Owner's property and transport to recycling receiver or processor.

## 3.4 DISPOSAL OF WASTE

A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
   1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
   2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Existing smoke detectors containing radioisotopes shall be collected and turned over to EH&S for disposal.

C. Burning: Do not burn waste materials.

END OF SECTION 01 74 19

# SECTION 01 77 00 - CLOSEOUT PROCEDURES

## PART 1 - GENERAL

### 1.1 SUMMARY

A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
   1. Inspection procedures.
   2. Warranties.
   3. Final cleaning.
   4. Operation and Maintenance Manuals
   5. Training

B. See Division 01 Section "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.

C. See Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.

D. See Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.

E. See Divisions 02 through 32 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

### 1.2 SUBSTANTIAL COMPLETION

A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
   1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
   2. Advise Owner of pending insurance changeover requirements.
   3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
   4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
   5. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.
   6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
   7. Complete startup testing of systems.

8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
9. Advise Owner of changeover in heat and other utilities.
10. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
11. Complete final cleaning requirements, including touchup painting.
12. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Engineer, that must be completed or corrected before certificate will be issued.
   1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
   2. Results of completed inspection will form the basis of requirements for Final Completion.

## 1.3 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
   1. Submit a final Application for Payment according to Division 1 Section "Payment Procedures."
   2. Submit certified copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Engineer. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
   3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
   4. Submit pest-control final inspection report and warranty.
   5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.

B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
   1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

C. Final completion conditions:
   1. All building systems are complete, operating correctly, and approved by the Commissioning Authority and the Owner.
   2. All associated training is complete and approved by the Owner.
   3. All closeout documentation, including O&M Manuals, must be complete, in digital format, and have been approved by the Owner.

4. As-builts of the completed project must be delivered to and accepted by the Owner.
5. The State Fire Marshal, the Building Official, and the Owner's Project Manager must have approved the facility.
6. The entire facility can be occupied and used for the designed purposes intended.
7. All warranties must be accepted by the Owner to begin upon the date of final completion.
8. All punch list items must be completed.

## 1.4 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Preparation: Submit electronic copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
   1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
   2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.

## 1.5 WARRANTIES

A. Submittal Time: Submit written warranties on request of Engineer for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.

B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
   1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
   2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
   3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

C. Provide additional copies of each warranty to include in operation and maintenance manuals.

D. Warranties must begin at final completion.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

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

## PART 3 - EXECUTION

### 3.1 FINAL CLEANING

A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
   1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
      a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
      b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
      c. Remove tools, construction equipment, machinery, and surplus material from Project site.
      d. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
      e. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
      f. Sweep concrete floors broom clean in unoccupied spaces.
      g. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
      h. Leave Project clean and ready for occupancy.

C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

## 3.2 TRAINING

A. The Owner shall receive a request to schedule training a minimum of 4 weeks prior to the requested dates for training to be conducted.

## 3.3 SCHEDULE

A. Provide the following items 30 days after A/E approval of equipment submittals.
   1. Preliminary O & M's
   2. Equipment start up procedures
   3. training plans
   4. TAB Plan
   5. Preliminary Systems Manual
   6. BAS Graphic and Trending format

END OF SECTION 01 77 00

# SECTION 01 78 23 - OPERATION AND MAINTENANCE DATA

## PART 1 - GENERAL

### 1.1 SUMMARY

A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
   1. Operation manuals for systems, subsystems, and equipment.
   2. Maintenance manuals for the care and maintenance of products, materials, and finishes systems and equipment.

B. See Divisions 02 through 32 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

### 1.2 SUBMITTALS

A. Manual: Submit electronic copies of each manual in final form at least Sixty (60) days before final inspection. Engineer will return one copy with comments within fifteen (15) days after final inspection.
   1. Correct or modify each manual to comply with Engineer's comments. Submit electronic copies of each corrected manual within fifteen (15) days of receipt of Engineer's comments.

B. In cases of multiple installations of identical equipment, only one manual is required, but model and serial numbers of the several pieces of equipment must be listed.

## PART 2 - PRODUCTS

### 2.1 MANUALS, GENERAL

A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain a title page, table of contents, and manual contents.

B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:
   1. Subject matter included in manual.
   2. Name and address of Project.
   3. Name and address of Owner.
   4. Date of submittal.
   5. Name, address, and telephone number of Contractor.
   6. Name and address of Engineer.
   7. Cross-reference to related systems in other operation and maintenance manuals.

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

## 2.2 OPERATION MANUALS

A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and equipment descriptions, operating standards, operating procedures, operating logs, wiring and control diagrams, and license requirements.

B. Descriptions: Include the following:
1. Product name and model number.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include start-up, break-in, and control procedures; stopping and normal shutdown instructions; routine, normal, seasonal, and weekend operating instructions; and required sequences for electric or electronic systems.

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

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

## 2.3 PRODUCT MAINTENANCE MANUAL

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

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

C. Product Information: Include the following information in the manual:
1. Product name
2. Model and Serial number.
3. Manufacturer's name.
4. Room number
5. Date of installation.

6. Color, pattern, and texture.
7. Material and chemical composition.
8. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer's written recommendations and inspection procedures, types of cleaning agents, methods of cleaning, schedule for cleaning and maintenance, and repair instructions.

E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds. An all- inclusive Warranty Matrix that clearly identifies start and end dates of the Contractors warranty and the manufacturer’s warranty must be provided by the contractor for all equipment. ALL WARRANTIES MUST BEGIN AT FINAL COMPLETION.

## 2.4 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.

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

C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including maintenance instructions, drawings and diagrams for maintenance, nomenclature of parts and components, and recommended spare parts for each component part or piece of equipment:

D. Maintenance Procedures: Include test and inspection instructions, troubleshooting guide, disassembly instructions, and adjusting instructions that detail essential maintenance procedures:

E. Maintenance and Service Schedules: Include service, adjusting, calibration and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment. Contractor must consolidate manufacturers schedules with a single master schedule of required maintenance.

F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

## PART 3 - EXECUTION

### 3.1 MANUAL PREPARATION

A. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.

B. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

C. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.

D. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

E. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.
   1. Do not use original Project Record Documents as part of operation and maintenance manuals.

F. Comply with Division 1 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 01 78 23

# SECTION 01 78 39 - PROJECT AS-BUILT DOCUMENTS

## PART 1 - GENERAL

### 1.1 SUMMARY

A. This Section includes administrative and procedural requirements for Project As-Built Documents, including the following:
   1. As-Built Drawings.
   2. As-Built Specifications.
   3. As-Built Product Data.

B. See Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.

C. See Divisions 02 through 32 Sections for specific requirements for Project As-Built Documents of the Work in those Sections.

D. An acceptable As-Built set of construction documents must be received by the Owner prior to final payment to the Contractor. Contractor is responsible for documenting all field changes made during construction and providing this information to the AE.

### 1.2 SUBMITTALS

A. As-Built Drawings: Comply with the following:
   1. Number of Copies: Submit one (1) set of marked-up PDF As-Built Prints.

B. As-Built Specifications: Submit one (1) copy of Project's Specifications in PDF, including addenda and contract modifications.

C. As-Built Product Data: Submit one (1) copy of each Product Data submittal in PDF form.

## PART 2 - PRODUCTS

### 2.1 AS-BUILT DRAWINGS

A. As-Built Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.
   1. Preparation: Mark As-Built Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained As-Built data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up As-Built Prints.
      a. Give particular attention to information on concealed elements that would be difficult to identify or measure and As-Built later.

b. As-Built data as soon as possible after obtaining it. As-Built and check the markup before enclosing concealed installations.

2. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
3. Mark As-Built sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Format: Identify and date each As-Built Drawing; include the designation "PROJECT AS-BUILT DRAWING" in a prominent location.

1. As-Built Prints: Organize As-Built Prints and newly prepared As-Built Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
2. Identification: As follows:
   a. Project name.
   b. Date.
   c. Designation "PROJECT AS-BUILT DRAWINGS."
   d. Name of Engineer.
   e. Name of Contractor.

## 2.2 AS-BUILT SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and As-Builted later.
2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
3. As-Built the name of manufacturer, supplier, Installer, and other information necessary to provide a As-Built of selections made.
4. Note related Change Orders, As-Built Product Data, and As-Built Drawings where applicable.

## 2.3 AS-BUILT PRODUCT DATA

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and As-Built later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders, As-Built Specifications, and As-Built Drawings where applicable.

## 2.4 MISCELLANEOUS AS-BUILT SUBMITTALS

A. Assemble miscellaneous As-Builts required by other Specification Sections for miscellaneous As-Built keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous As-Builts and identify each, ready for continued use and reference.

# PART 3 - EXECUTION

## 3.1 RECORD AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for Project As-Built Document purposes. Post changes and modifications to Project As-Built Documents as they occur; do not wait until the end of Project.

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

END OF SECTION 01 78 39

# SECTION 02 41 19 - SELECTIVE DEMOLITION

## PART 1 - GENERAL

### 1.1 SUMMARY

A. This Section includes the following:
   1. Demolition and removal of selected portions of building or structure.
   2. Demolition and removal of selected site elements.
   3. Salvage of existing items to be reused or recycled.

B. See Division 01 Section "Construction Waste Management and Disposal" for disposal of demolished materials.

### 1.2 DEFINITIONS

A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.

B. Remove and Salvage: Detach items from existing construction and deliver them to Owner ready for reuse.

C. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.

D. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

### 1.3 SUBMITTALS

A. Schedule of Selective Demolition Activities: Indicate detailed sequence of selective demolition and removal work, with starting and ending dates for each activity, interruption of utility services, use of elevator and stairs, and locations of temporary partitions and means of egress.

B. Pre-demolition Photographs: Show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by selective demolition operations. Submit all documentation prior to work beginning.

C. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.
   1. Comply with submittal requirements in Division 1 Section "Construction Waste Management and Disposal."

## 1.4 QUALITY ASSURANCE

A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.

B. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.

C. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

D. Standards: Comply with ANSI A10.6 and NFPA 241.

E. Predemolition Conference: Conduct conference at Project site.

## 1.5 PROJECT CONDITIONS

A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.

B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

C. Notify Engineer of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

D. Storage or sale of removed items or materials on-site is not permitted.

E. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
   1. Maintain fire-protection facilities in service during selective demolition operations.

# PART 2 - PRODUCTS (Not Used)

# PART 3 - EXECUTION

## 3.1 EXAMINATION

A. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

B. Document with photographs all existing conditions that indicate that damage existed prior to the beginning of demolition. All evidence should be provided prior to beginning work.

C. Comply with “Investigation of Existing Electrical Systems” prior to beginning any work on site.

D. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.

E. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Engineer.

F. Engage a professional engineer to survey condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective demolition operations.

G. Survey of Existing Conditions: Record existing conditions by use of measured drawings and photographs.

H. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

## 3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

A. Existing Services/Systems: Maintain services/systems indicated to remain and protect them against damage during selective demolition operations.

B. Service/System Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
   1. Arrange to shut off indicated utilities with OWNER Project Manager and utility companies.
   2. If services/systems are required to be removed, relocated, or abandoned, before proceeding with selective demolition provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
   3. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing.

## 3.3 PREPARATION

A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
   1. Comply with requirements for access and protection specified in Division 1 Section "Temporary Facilities and Controls."

B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

## 3.4 SELECTIVE DEMOLITION

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
   1. Use of hazardous chemicals for demolition is prohibited.
   2. Where destructive type investigations are required, coordinate schedule, extent of destruction and repair/patching work with Owner prior to commencement of these investigations.
   3. Demolition information is schematic in nature providing an approximate existing condition however is not guaranteed to be accurate. The Contractor shall perform all field reviews and investigation necessary to perform their services prior to commencing work. Review the demolition drawings and allow for unforeseen conditions such as underground or above ground utilities and / or in concealed space not visible to “naked eyes”.
   4. All cutting of slabs above grade shall include the xray of slabs to determine the applicability of the opening location. Failure to x-ray the slab prior to cutting will not be tolerated as this is a post tension slab that will have reduced structural ability of cords are cut. Contractor will be responsible for the design and repairs to correct any damaged building system, structural components or any item within the slab or outside the slab.
   5. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
   6. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
   7. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.
   8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
   9. Dispose of demolished items and materials promptly.

## 3.5 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
   1. Comply with requirements specified in Division 1 Section "Construction Waste Management and Disposal."

B. Burning: Do not burn demolished materials.

C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

D. Existing smoke detectors containing radioisotopes shall be collected and turned over to EH&S for disposal.

3.6 CLEANING

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

END OF SECTION 02 41 19

# SECTION 07 84 13 - PENETRATION FIRESTOPPING

## PART 1 - GENERAL

### 1.1 SUMMARY

A. This Section includes through-penetration firestop systems for penetrations through fire-resistance-rated constructions, including both empty openings and openings containing penetrating items.

### 1.2 PERFORMANCE REQUIREMENTS

A. General: For penetrations through fire-resistance-rated constructions, including both empty openings and openings containing penetrating items, provide through-penetration firestop systems that are produced and installed to resist spread of fire according to requirements indicated, resist passage of smoke and other gases, and maintain original fire-resistance rating of construction penetrated.

B. Rated Systems: Provide through-penetration firestop systems with the following ratings determined per ASTM E 814 or UL 1479:

1. F-Rated Systems: Provide through-penetration firestop systems with F-ratings indicated, but not less than that equaling or exceeding fire-resistance rating of constructions penetrated.
2. T-Rated Systems: For the following conditions, provide through-penetration firestop systems with T-ratings indicated, as well as F-ratings, where systems protect penetrating items exposed to potential contact with adjacent materials in occupiable floor areas:

   a. Penetrations located outside wall cavities.
   b. Penetrations located outside fire-resistance-rated shaft enclosures.

3. L-Rated Systems: Where through-penetration firestop systems are indicated in smoke barriers, provide through-penetration firestop systems with L-ratings of not more than 3.0 cfm/sq. ft at both ambient temperatures and 400 deg F.

C. For through-penetration firestop systems exposed to view, traffic, moisture, and physical damage, provide products that, after curing, do not deteriorate when exposed to these conditions both during and after construction.

1. For piping penetrations for plumbing and wet-pipe sprinkler systems, provide moisture-resistant through-penetration firestop systems.
2. For floor penetrations with annular spaces exceeding 4 inches in width and exposed to possible loading and traffic, provide firestop systems capable of supporting floor loads involved, either by installing floor plates or by other means.
3. For penetrations involving insulated piping, provide through-penetration firestop systems not requiring removal of insulation.

D. For through-penetration firestop systems exposed to view, provide products with flame-spread and smoke-developed indexes of less than 25 and 450, respectively, as determined per ASTM E 84.

## 1.3 SUBMITTALS

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

B. Shop Drawings: For each through-penetration firestop system, submit documentation, including illustrations, from a qualified testing and inspecting agency, showing each type of construction condition penetrated, relationships to adjoining construction, and type of penetrating item.

1. Where Project conditions require modification to a qualified testing and inspecting agency's illustration for a particular through-penetration firestop condition, submit illustration, with modifications marked, approved by through-penetration firestop system manufacturer's fire-protection engineer as an engineering judgment or equivalent fire-resistance-rated assembly.

C. Qualification Data: For Installer.

## 1.4 QUALITY ASSURANCE

A. Installer Qualifications: A firm that has been approved by FMG according to FMG 4991, "Approval of Firestop Contractors."

B. Installation Responsibility: Assign installation of through-penetration firestop systems and fire-resistive joint systems in Project to a single qualified installer.

C. Fire-Test-Response Characteristics: Provide through-penetration firestop systems that comply with the following requirements and those specified in Part 1 "Performance Requirements" Article:

1. Firestopping tests are performed by a qualified testing and inspecting agency. A qualified testing and inspecting agency is UL, or another agency performing testing and follow-up inspection services for firestop systems acceptable to authorities having jurisdiction.
2. Through-penetration firestop systems are identical to those tested per testing standard referenced in "Part 1 Performance Requirements" Article. Provide rated systems bearing classification marking of qualified testing and inspecting agency.

D. Coordinate construction of openings and penetrating items to ensure that through-penetration firestop systems are installed according to specified requirements.

E. Do not cover up through-penetration firestop system installations that will become concealed behind other construction until each installation has been examined by University's inspecting agency and building inspector, if required by authorities having jurisdiction.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

A. Products: Subject to compliance with requirements, provide one of the through-penetration firestop systems indicated for each application that are produced by one of the following manufacturers:

1. A/D Fire Protection Systems Inc.
2. Grace, W. R. & Co. - Conn.
3. Hilti, Inc.
4. Johns Manville.
5. Nelson Firestop Products.
6. NUCO Inc.
7. RectorSeal Corporation (The).
8. Specified Technologies Inc.
9. 3M; Fire Protection Products Division.
10. Tremco; Sealant/Weatherproofing Division.
11. USG Corporation.

### 2.2 FIRESTOPPING

A. Compatibility: Provide through-penetration firestop systems that are compatible with one another; with the substrates forming openings; and with the items, if any, penetrating through-penetration firestop systems, under conditions of service and application, as demonstrated by through-penetration firestop system manufacturer based on testing and field experience.

B. Accessories: Provide components for each through-penetration firestop system that are needed to install fill materials and to comply with Part 1 "Performance Requirements" Article. Use only components specified by through-penetration firestop system manufacturer and approved by qualified testing and inspecting agency for firestop systems indicated.

## PART 3 - EXECUTION

### 3.1 THROUGH-PENETRATION FIRESTOP SYSTEM INSTALLATION

A. General: Install through-penetration firestop systems to comply with Part 1 "Performance Requirements" Article and with firestop system manufacturer's written installation instructions and published drawings for products and applications indicated.

B. Install forming/damming/backing materials and other accessories of types required to support fill materials during their application and in the position needed to produce cross-sectional shapes and depths required to achieve fire ratings indicated.

1. After installing fill materials and allowing them to fully cure, remove combustible forming materials and other accessories not indicated as permanent components of firestop systems.

C. Install fill materials for firestop systems by proven techniques to produce the following results:

1. Fill voids and cavities formed by openings, forming materials, accessories, and penetrating items as required to achieve fire-resistance ratings indicated.
2. Apply materials so they contact and adhere to substrates formed by openings and penetrating items.
3. For fill materials that will remain exposed after completing Work, finish to produce smooth, uniform surfaces that are flush with adjoining finishes.

D. Identification: Identify through-penetration firestop systems with preprinted metal or plastic labels. Attach labels permanently to surfaces adjacent to and within 6 inches (150 mm) of edge of the firestop systems so that labels will be visible to anyone seeking to remove penetrating items or firestop systems. Use mechanical fasteners for metal labels. Include the following information on labels:

1. The words "Warning - Through-Penetration Firestop System - Do Not Disturb. Notify Building Management of Any Damage."
2. Contractor's name, address, and phone number.
3. Through-penetration firestop system designation of applicable testing and inspecting agency.
4. Date of installation.
5. Through-penetration firestop system manufacturer's name.
6. Installer's name.

## 3.2 FIELD QUALITY CONTROL

A. Inspecting Agency: University will engage an independent inspecting agency to inspect through-penetration firestops. Independent inspecting agency shall comply with ASTM E 2174 requirements including those related to qualifications, conducting inspections, and preparing test reports.

B. Where deficiencies are found, repair or replace through-penetration firestop systems so they comply with requirements.

C. Proceed with enclosing through-penetration firestop systems with other construction only after inspection reports are issued and firestop installations comply with requirements.

## 3.3 THROUGH-PENETRATION FIRESTOP SYSTEM SCHEDULE

A. Where UL-classified systems are indicated, they refer to alpha-alpha-numeric designations listed in UL's "Fire Resistance Directory" under product Category XHEZ.

B. Where OPL-classified systems are indicated, they refer to alpha-numeric design numbers in OPL's "Directory of Listed Building Products, Materials, & Assemblies."

C. Where ITS-listed systems are indicated, they refer to design numbers listed in ITS's "Directory of Listed Products," "Firestop Systems" Section.

D. Firestop Systems with No Penetrating Items:

1. All applicable UL-Classified, OPL-Classified, or ITS-Listed Systems.

E. Firestop Systems for Metallic Pipes, Conduit, or Tubing:

1. All applicable UL-Classified, OPL-Classified, or ITS-Listed Systems.

F. Firestop Systems for Nonmetallic Pipe, Conduit, or Tubing:

1. All applicable UL-Classified, OPL-Classified, or ITS-Listed Systems.

G. Firestop Systems for Insulated Pipes:

1. All applicable UL-Classified, OPL-Classified, or ITS-Listed Systems.

H. Firestop Systems for Miscellaneous Electrical Penetrants:

1. All applicable UL-Classified, OPL-Classified, or ITS-Listed Systems.

I. Firestop Systems for Miscellaneous Mechanical Penetrants:

1. All applicable UL-Classified, OPL-Classified, or ITS-Listed Systems.

J. Firestop Systems for Groupings of Penetrants:

1. All applicable UL-Classified, OPL-Classified, or ITS-Listed Systems.

END OF SECTION 07 84 13

# SECTION 26 05 00 - COMMON WORK RESULTS FOR ELECTRICAL

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

A. Section Includes:

1. Electrical equipment coordination and installation.
2. Sleeves for raceways and cables.
3. Sleeve seals.
4. Grout.
5. Common electrical installation requirements.
6. Commissioning requirements.

### 1.3 DEFINITIONS

A. EPDM: Ethylene-propylene-diene terpolymer rubber.

B. NBR: Acrylonitrile-butadiene rubber.

### 1.4 GENERAL REQUIREMENTS

A. Carefully examine General Conditions, other specification sections, and other drawings (in addition to DIVISION 26), in order to be fully acquainted with their effect on electrical work. Additions to the contract cost will not be allowed due to failure to inspect existing conditions.

B. Do all work in compliance with 6th Edition Florida Building Code 2017, and the Codes adopted therein, including NFPA 70 (2014 NEC), 6th Edition Florida Fire Prevention Code and the regulations of the local power utility, cable television and telephone companies. Obtain and pay for any and all required permits, inspections, certificates of inspections and approval, and the like, and deliver such certificates to the Architect/Engineer.

C. Cooperate and coordinate with all other trades. Perform work in such manner and at such times as not to delay work of other trades. Complete all work as soon as the condition of the structure and installations of equipment will permit. Patch, in a satisfactory manner and by the proper craft, any work damaged by electrical workmen.

D. Furnish, perform, or otherwise provide all labor (including, but not limited to, all planning, purchasing, transporting, rigging, hoisting, storing, installing, testing, chasing, channeling, cutting, trenching, excavating and backfilling), coordination, field verification, equipment installation, support, and safety, supplies, and materials necessary for the correct installation of complete and functional electrical systems (as described or implied by these specifications and the applicable drawings).

E. Coordinate and verify power and telephone company service requirements prior to bid. Bid to include all work required.

F. Circuiting and connection of all items using electric power shall be included under this division of the specifications, including necessary wire, conduit, circuit protection, disconnects and accessories. Secure rough-in drawings and connection information for equipment involved to determine the exact requirements. See all divisions of drawings or specifications for electrically operated equipment. If the connection of an item is not shown on the electrical drawings and it is unclear how to provide for the circuiting and connection, notify the engineer of record in writing prior to bidding project. Submission of a bid indicates that the bidder has included these requirements as part of the scope of work.

1.5 DRAWINGS:

A. Indicate only diagrammatically the extent, general character, and approximate location of work. Where work is indicated, but with minor details omitted, furnish and install it complete and so as to perform its intended functions.

B. DIVISION 26 work called for under any section of the project specifications, shall be considered as included in this work unless specifically excluded by inclusion in some other branch of the work. This shall include roughing-in for connections and equipment as called for or inferred. Check all drawings and specifications for the project and shall be responsible for the installation of all DIVISION 26 work.

C. Take finish dimensions at the job site in preference to scale dimensions. Do not scale drawings where specific details and dimensions for DIVISION 26 work are not shown on the drawings, take measurements and make layouts as required for the proper installation of the work and coordination with all drawings and coordination with all other work on the project. In case of any discrepancies between the drawings and the specifications that have not been clarified by addendum prior to bidding, it shall be assumed by the signing of the contract that the higher cost (if any difference in costs) is included in the contract price, and perform the work in accordance with the drawings or with the specifications, as determined and approved by the Architect/ Engineer, and no additional costs shall be allowed to the base contract price.

D. Carefully check the drawings and specifications of all trades and divisions before installing any of his work. He shall in all cases consider the work of all other trades, and shall coordinate his work with them so that the best arrangements of all equipment, piping, conduit, ducts, rough-in, etc., can be obtained.

E. Review the specific equipment (such as mechanical, plumbing, kitchen, FFE, etc) minimum circuit ampacity and maximum over current protection requirements of equipment provided by others to confirm it is properly coordinated with the devices being purchased. Notify the AE team immediately upon discovery of discrepancies. This shall be done at the submittal stage prior to purchasing over current protection or installation of conduit, wire, disconnects, breakers, etc. No cost will be allowed for changes to coordinate.

F. Provide an external disconnect means for all mechanical equipment, electrical equipment, kitchen equipment and appliances whether shown on drawings or not. Disconnect shall be suitable for the location in which it is intended to be utilized.

G. Locations designated for outlets, switches, equipment, etc., are approximate and shall be verified by instruction in these specifications and/or notes on the drawings. Where instructions or notes are insufficient to convey the intent of the design, consult the Architect/Engineer prior to installation.

H. Obtain manufacturer's data on all equipment, the dimensions of which may affect electrical work. Use this data to coordinate proper service characteristics, entry locations, etc., and to ensure minimum clearances are maintained.

1.6 QUALIFICATIONS OF CONTRACTOR:

A. DIVISION 26 Contractor shall have had experience of at least the same size and scope as this project, on at least two other projects within the last five years in order to be qualified to bid this project.

B. Contractor performing any part of this scope of work shall be a State Certified (Type E.C. License) electrical contractor

C. Provide field superintendent who has had a minimum of four (4) years previous successful experience on projects of comparable size and complexity. Superintendent shall be on the site at all times during construction and must have an active Journeyman's Electrical License. There shall be no less than 1 journeyman for every 3 apprentice/laborer (non-Journeyman) on site.

1.7 SITE VISIT/CONDITIONS

A. Visit the site of this contract and thoroughly familiarize with all existing field conditions and the proposed work as described or implied by the contract documents. During the course of his site visit, verify every aspect of the proposed work and the existing field conditions in the areas of construction which might affect his work. No compensation or reimbursement for additional expenses incurred due to failure or neglect to make a thorough investigation of the contract documents and the existing site conditions will be permitted.

B. Install all equipment so that all Code required and Manufacturer recommended servicing clearances are maintained. Coordinate the proper arrangement and installation of all equipment within any designated space. If it is determined that a departure from the Contract Documents is necessary, submit to the A/E, for approval, detailed drawings of the proposed changes with written reasons for the changes. No changes shall be implemented without the issuance of the required drawings, clarifications, and/or change orders.

C. Submission of a proposal will be construed as evidence that such examination has been made and later claims for labor, equipment or materials required because of difficulties encountered will not be recognized.

D. Existing conditions and utilities indicated are taken from existing construction documents, surveys, and field investigations. Unforeseen conditions probably exist and existing conditions shown on drawings may differ from the actual existing installation with the result being that new work may not be field located exactly as shown on the drawings. Field verify dimensions of all site utilities, conduit routing, boxes, etc., prior to bidding and include any deviations in the contract. Notify A/E if deviations are found.

E. All existing electrical is not shown. Become familiar with all existing conditions prior to bidding, and include in the bid the removal of all electrical equipment, wire, conduit, devices, fixtures, etc. that is not being reused, back to it's originating point.

F. Locate all existing utilities and protect them from damage. Pay for repair or replacement of utilities or other property damaged by operations in conjunction with the completion of this work.

G. Investigate site thoroughly and reroute all conduit and wiring in area of construction in order to maintain continuity of existing circuitry. Existing conduits indicated in Contract Documents indicate approximate locations. Verify and coordinate existing site conduits and pipes prior to any excavation on site. Bids shall include hand digging and all required rerouting in areas of existing conduits or pipes.

H. Work is in connection with existing buildings which must remain in operation while work is being performed. Work shall be in accord with the schedule required by the Contract. Schedule work for a minimum outage to Owner. Notify Owner 72 hours in advance of any shut-down of existing systems. Perform work during non-operational hours unless otherwise accepted by Owner. Protect existing buildings and equipment during construction.

1.8 COMMISSIONING RESPONSIBILITIES

A. Attend commissioning meetings scheduled by the CM.

B. Schedule work so that required electrical installations are completed, and system verification checks and functional performance test can be carried out on schedule.

C. Inspect, check and confirm in writing the proper installation and performance of all electrical services as required by the system verification and functional performance testing requirements of electrical equipment in the commissioning specifications.

D. Provide qualified personnel to assist and operate electrical system during system verification checks and functional performance testing of HVAC systems as required by the commissioning specifications.

E. Provide instruction and demonstrations for the Owner’s designated operating staff in accordance with the requirements of the commissioning specifications.

1.9 TEMPORARY POWER:

A. Provide temporary power distribution for the connection of all single phase 120V 20A tools, OSHA work lighting, and testing as required for performance of the project. Provide OSHA required work lighting and task lighting for the project.

B. Coordinate requirements with the local Utility Company for availability of adequate power. Include all cost associated with any Utility Company charges for connection or upgrades in this bid price.

C. If power to any of the existing facilities will be interrupted, coordinate the outage with the Owner at least 72 hours in advance. All power outages will occur outside operational hours as determined by the Owner.

D. Provide temporary power to any buildings, parking lot lighting, canopy lighting, lift stations, etc that will have power removed during the course of construction temporarily. Additionally, if any new buildings, parking lots, lift stations, etc will need power until the permanent power becomes available, provide temporary power until the permanent power is available.

E. Provide temporary lighting for all areas that will require lighting for Owner’s use as well as construction use during the course of construction. Temporary lighting must comply with all FBC requirements as though it was being installed for permanent use. This includes but is not limited to any temporary canopies, parking lots, walkways or roads. If you are unsure of how to

connect or provide this lighting, notify the engineer of record in writing prior to bidding project. Submission of a bid indicates that the bidder has included these requirements as part of the scope of work.

PART 2 - PRODUCTS

2.1 NOT USED

PART 3 - EXECUTION

3.1 COMMON REQUIREMENTS FOR ELECTRICAL INSTALLATION

A. Engineer shall have no responsibility for job site safety and the Contractor shall have full and sole authority for all safety programs and precautions in connection with the Work. Nothing herein shall be interpreted to confer upon the Engineer any duty regarding safety or the prevention of accidents at the jobsite.

B. Comply with NECA 1.

C. Measure indicated mounting heights to bottom of unit for suspended items and to center of unit for wall-mounting items.

D. Headroom Maintenance: If mounting heights or other location criteria are not indicated, arrange and install components and equipment to provide maximum possible headroom consistent with these requirements.

E. Equipment: Install to facilitate service, maintenance, and repair or replacement of components of both electrical equipment and other nearby installations. Connect in such a way as to facilitate future disconnecting with minimum interference with other items in the vicinity.

F. Right of Way: Give to piping systems installed at a required slope.

G. All work shall be executed in a workmanship manner and shall present a neat mechanical appearance upon completion.

H. Care shall be exercised that all items are plumb, straight, level.

I. Care shall be exercised so that Code clearance is allowed for all panels, controls. etc., requiring it. Do not allow other trades to infringe on this clearance.

J. Balance load as equally as practicable on all feeders, circuits and panel buses.

K. The electrical circuits, components and controls for all equipment are selected and sized based on the equipment specified. If substitutions are proposed, furnish all materials and data required to prove equivalence. No additional charges shall be allowed if additional materials, labor, connections or equipment are needed for substituted products.

## 3.2 SLEEVE INSTALLATION FOR ELECTRICAL PENETRATIONS

A. Electrical penetrations occur when raceways, cables, wireways, cable trays, or busways penetrate concrete slabs, concrete or masonry walls, or fire-rated floor and wall assemblies.

B. Concrete Slabs and Walls: Install sleeves for penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of slabs and walls.

C. Coordinate with roofing scope of work for the installation of electrical items which pierce roof. Roof penetrations shall not void warranty. Pitch pockets are not acceptable.

D. Where work pierces waterproofing, it shall maintain the integrity of the waterproofing. Coordinate roofing materials which pierce roof for compatibility with membrane or other roof types.

E. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.

F. Fire-Rated Assemblies: Install sleeves for penetrations of fire-rated floor and wall assemblies unless openings compatible with firestop system used are fabricated during construction of floor or wall.

G. Cut sleeves to length for mounting flush with both surfaces of walls.

H. Extend sleeves installed in floors **2 inches** above finished floor level.

I. Size pipe sleeves to provide **1/4-inch** annular clear space between sleeve and raceway or cable, unless indicated otherwise.

J. Seal space outside of sleeves with grout for penetrations of concrete and masonry

K. Interior Penetrations of Non-Fire-Rated Walls and Floors: Seal annular space between sleeve and raceway or cable, using joint sealant appropriate for size, depth, and location of joint. Comply with requirements in Division 07 Section "Joint Sealants.".

L. Fire-Rated-Assembly Penetrations: Firestop penetrations of walls, partitions, ceilings, and floors under Division 07 Section "Firestopping."

M. Roof-Penetration Sleeves: Seal penetration of individual raceways and cables with flexible boot-type flashing units applied in coordination with roofing work. The use of pitch pockets is not acceptable.

## 3.3 CONCRETE PADS

A. Furnish and install reinforced concrete housekeeping pads for transformers, switchgear, motor control centers, and other free-standing equipment. Unless otherwise noted, pads shall be four (4) inches high and shall exceed dimensions of equipment being set on them, including future sections, by three (3) inches each side, except when equipment is flush against a wall where the side against the wall shall be flush with the equipment.

B. Provide concrete pad for exterior pad mount transformers as required by power company.

C. Provide concrete pad for exterior generators as recommended by generator manufacturer and structural engineer (8" minimum).

## 3.4 DEMOLITION

A. Owner shall have first rights to accept all demolished items if they decide it is usable. This selected property of Owner shall be delivered to a location where directed by Owner within 15 miles of site and all other items shall be removed from the job site and legally disposed of by the Contractor.

B. If the Owner decides not to accept the demolished items, they shall be properly disposed of by the contractor in accordance with all federal, state and local statutes, ordinances and environmental agencies.

C. Cut no structural members without written approval from the structural engineer of record and Owner.

## 3.5 MISCELLANEOUS CIRCUITS REQUIRED

A. Provide 120 volt, 20 amp circuit to fire protection system panel and bell (whether shown on drawings or not). Connect to spare 20 amp, 1 pole circuit breaker in nearest 120 volt panel. Notify Engineer of Record of required circuit so that final circuit information may be provided to the contractor. Re-label circuit breaker accordingly. Provide locking device on breaker. Coordinate location with civil engineer (and drawings/specifications) or fire protection engineer (and drawings/specifications) prior to bid and provide all electrical. Coordinate final location and electrical requirements with panel installer after bid and provide all electrical. Nearest panel to be nearest emergency panel, when building has emergency generator system.

B. Provide 120 volt, 20 amp circuit to intercom system panel (whether shown on drawings or not). Connect to spare 20 amp, 1 pole circuit breaker in nearest 120 volt panel. Notify Engineer of Record of required circuit so that final circuit information may be added to the drawings. Re-label circuit breaker accordingly. Provide locking device on breaker. Coordinate location with intercom system engineer (and drawings/specifications) prior to bid and provide all electrical. Coordinate final location and electrical requirements with panel installer after bid and provide all electrical. Nearest panel to be nearest emergency panel, when building has emergency generator system.

C. Provide 120 volt, 20 amp circuit to all fire alarm panels, remote panels, etc (whether shown on drawings or not). Connect to spare 20 amp, 1 pole circuit breaker in nearest 120 volt panel. Notify Engineer of Record of required circuit so that final circuit information may be added to the drawings. Re-label circuit breaker accordingly. Provide locking device on breaker. Coordinate location with fire alarm system engineer (and drawings/specifications) prior to bid and provide all electrical. Coordinate final location and electrical requirements with panel installer after bid and provide all electrical. Nearest panel to be nearest emergency panel, when building has emergency generator system.

D. Provide 120 volt, 20 amp circuit to fire and smoke dampers (whether shown on drawings or not). Connect to spare 20 amp, 1 pole circuit breaker in nearest 120 volt panel. Notify Engineer (whether shown on drawings or not) Provide locking device on breaker. Coordinate location with fire protection engineer (and drawings/specifications) prior to bid and provide all electrical. Coordinate final location and electrical requirements with damper installer after bid and provide all electrical. Nearest panel to be nearest emergency panel, when building has emergency generator system.

E. Provide 120 volt, 20 amp circuit to building control panels for HVAC system (whether shown on drawings or not). Connect to spare 20 amp, 1 pole circuit breaker in nearest 120 volt panel. Notify Engineer of Record of required circuit so that final circuit information may be added to the

drawings. Re-label circuit breaker accordingly. Coordinate location with drawings or specifications prior to bid and provide all electrical.

F. Provide circuitry for interactive flat panel display system to coordinate the Presentation Stations and flat panel display system to be on the same circuit or circuit phase (whether shown as such on drawings or not). Notify Engineer of Record of required circuit so that final circuit information may be coordinated on the drawings if not indicated correctly. Re-label circuit breakers accordingly.

G. Provide 120V 20A circuits and receptacles for digital message boards in Kitchens. Verify exact locations with Food Nutritional Services (whether shown on drawings or not). Notify Engineer of Record of required circuit so that final circuit information may be added to the drawings. Re-label circuit breakers accordingly.

H. Provide 120 volt, 20 amp circuit to door hardware power supplies (whether shown on drawings or not). Connect to spare 20 amp, 1 pole circuit breaker in nearest 120 volt panel. Notify Engineer (if not shown on drawings) Coordinate location with door hardware requirements prior to bid and provide all electrical.

END OF SECTION 26 05 00

# SECTION 26 05 29 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

A. This Section includes the following:

1. Hangers and supports for electrical equipment and systems.
2. Construction requirements for concrete bases.

### 1.3 DEFINITIONS

A. EMT: Electrical metallic tubing.

B. IMC: Intermediate metal conduit.

C. RMC: Rigid metal conduit.

### 1.4 PERFORMANCE REQUIREMENTS

A. Design supports for multiple raceways capable of supporting combined weight of supported systems and its contents.

B. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.

C. Rated Strength: Adequate in tension, shear, and pullout force to resist maximum loads calculated or imposed for this Project, with a minimum structural safety factor of five times the applied force.

D. Furnish products listed and classified by Underwriters Laboratories, Inc. as suitable for purpose specified and shown.

### 1.5 SUBMITTALS

A. Product Data: For the following:

1. Unistrut
2. Straps
3. Clamps
4. Rods
5. Hangers

6. Anchors
7. Attachment Devices

B. Shop Drawings: Show fabrication and installation details and include calculations for the following:

1. Trapeze hangers. Include Product Data for components.
2. Steel slotted channel systems. Include Product Data for components.
3. Nonmetallic slotted channel systems. Include Product Data for components.
4. Equipment supports.

1.6 QUALITY ASSURANCE

A. Comply with NFPA 70.

1.7 COORDINATION

A. Coordinate size and location of concrete bases. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified in Division 03.

B. Coordinate installation of roof curbs, equipment supports, and roof penetrations. These items are specified in Division 07 Section "Roof Accessories."

PART 2 - PRODUCTS

2.1 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

A. Steel Slotted Support Systems: Comply with MFMA-4, factory-fabricated components for field assembly.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Cooper B-Line, Inc.; a division of Cooper Industries.
b. ERICO International Corporation.
c. Thomas & Betts Corporation.
d. Unistrut; Tyco International, Ltd.
e. Wesanco, Inc.

2. Metallic Coatings: Exterior of the building utilize stainless steel or hot-dip galvanized after fabrication and applied according to MFMA-4. Interior utilize electro-galvanized steel products.
3. Nonmetallic Coatings: Manufacturer's standard PVC, polyurethane, or polyester coating applied according to MFMA-4.
4. Channel Dimensions: Selected for applicable load criteria.

B. Nonmetallic Slotted Support Systems: Structural-grade, factory-formed, glass-fiber-resin channels and angles with 9/16-inch diameter holes at a maximum of 8 inches o.c., in at least 1 surface.

1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

    a. Cooper B-Line, Inc.; a division of Cooper Industries.
    b. Fabco Plastics Wholesale Limited.
    c. T & B/Carlon
    d. Seasafe, Inc.

2. Fittings and Accessories: Products of channel and angle manufacturer and designed for use with those items.
3. Fitting and Accessory Materials: Same as channels and angles, except metal items may be stainless steel.
4. Rated Strength: Selected to suit applicable load criteria.

C. Raceway and Cable Supports: As described in NECA 1 and NECA 101.

D. Conduit and Cable Support Devices: Steel and malleable-iron hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.

E. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for non-armored electrical conductors or cables in riser conduits. Plugs shall have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body shall be malleable iron.

F. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.

G. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:

1. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete, steel, or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.

    a. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

        1) Hilti Inc.
        2) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
        3) MKT Fastening, LLC.
        4) Simpson Strong-Tie Co., Inc.; Masterset Fastening Systems Unit.

2. Mechanical-Expansion Anchors: Insert-wedge-type, zinc-coated steel, for use in hardened portland cement concrete with tension, shear, and pullout capacities appropriate for supported loads and building materials in which used.

    a. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

        1) Cooper B-Line, Inc.; a division of Cooper Industries.
        2) Empire Tool and Manufacturing Co., Inc.
        3) Hilti Inc.

4) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
5) MKT Fastening, LLC.

3. Concrete Inserts: Steel or malleable-iron, slotted support system units similar to MSS Type 18; complying with MFMA-4 or MSS SP-58.
4. Clamps for Attachment to Steel Structural Elements: MSS SP-58, type suitable for attached structural element.
5. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
6. Toggle Bolts: All-steel springhead type.
7. Hanger Rods: Threaded steel.

## 2.2 FABRICATED METAL EQUIPMENT SUPPORT ASSEMBLIES

A. Description: Welded or bolted, structural-steel shapes, shop or field fabricated to fit dimensions of supported equipment.

B. Materials: Comply with requirements in Division 05 Section "Metal Fabrications" for steel shapes and plates.

# PART 3 - EXECUTION

## 3.1 APPLICATION

A. Comply with NECA 1 and NECA 101 for application of hangers and supports for electrical equipment and systems except if requirements in this Section are stricter.

B. Maximum Support Spacing and Minimum Hanger Rod Size for Raceway: Space supports for EMT, IMC, and RMC as required by NFPA 70. Minimum rod size shall be 1/4 inch (6 mm) in diameter.

C. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted support system, sized so capacity can be increased by at least 25percent in future without exceeding specified design load limits.

## 3.2 SUPPORT INSTALLATION

A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this Article.

B. Raceway Support Methods: In addition to methods described in NECA 1, EMT, IMC, and RMC may be supported by openings through structure members, as permitted in NFPA 70.

C. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb (90 kg).

D. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:

1. To Wood: Fasten with lag screws or through bolts.
2. To New Concrete: Bolt to concrete inserts.
3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
4. To Existing Concrete: Expansion anchor fasteners. Tap cons are not permitted.
5. Instead of expansion anchors, powder-actuated driven threaded studs provided with lock washers and nuts may be used in existing standard-weight concrete 4 inches (100 mm) thick or greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than 4 inches (100 mm) thick.
6. To Steel: Welded threaded studs complying with AWS D1.1/D1.1M, with lock washers and nuts, beam clamps (MSS Type 19, 21, 23, 25, or 27) complying with MSS SP-69 or spring-tension clamps.
7. To Light Steel: Sheet metal screws.
8. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate by means that meet seismic-restraint strength and anchorage requirements.

E. Drill holes for expansion anchors in concrete at locations and to depths that avoid reinforcing bars.

F. Do not support conduit or raceway with wire, metal banding material, or perforated pipe straps. Remove wire used for temporary supports

G. Do not attach conduit or raceway to ceiling support wires.

H. Conduits or raceways shall not be supported from ceiling grid supports, plumbing pipes, duct systems, heating or air conditioning pipes, or other building systems.

I. Non-bolted conduit clamps, spring type conduit clamps, and tie wire are not acceptable for supports. All conduits must be supported with bolted hangers listed for the specific installed application.

## 3.3 INSTALLATION OF FABRICATED METAL SUPPORTS

A. Comply with installation requirements in Division 05 Section "Metal Fabrications" for site-fabricated metal supports.

B. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.

## 3.4 CONCRETE BASES

A. Construct concrete bases of dimensions indicated but not less than 4 inches (100 mm) larger in both directions than supported unit, and so anchors will be a minimum of 10 bolt diameters from edge of the base.

B. Use 3000-psi (20.7-MPa), 28-day compressive-strength concrete. Concrete materials, reinforcement, and placement requirements are specified in Division 03 Section "Cast-in-Place Concrete."

C. Anchor equipment to concrete base.

1. Place and secure anchorage devices. Use supported equipment manufacturer's setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
2. Install anchor bolts to elevations required for proper attachment to supported equipment.
3. Install anchor bolts according to anchor-bolt manufacturer's written instructions.

END OF SECTION 26 05 29

# SECTION 26 05 33 - RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

A. This Section includes raceways, fittings, boxes, enclosures, and cabinets for electrical wiring.

B. Related Sections include the following:

1. Division 26 Section "Underground Ducts and Raceways for Electrical Systems" for exterior ductbanks, manholes, and underground utility construction.

### 1.3 DEFINITIONS

A. EMT: Electrical metallic tubing.

B. ENT: Electrical nonmetallic tubing.

C. EPDM: Ethylene-propylene-diene terpolymer rubber.

D. FMC: Flexible metal conduit.

E. LFMC: Liquidtight flexible metal conduit.

F. LFNC: Liquidtight flexible nonmetallic conduit.

G. NBR: Acrylonitrile-butadiene rubber.

H. RNC: Rigid nonmetallic conduit.

### 1.4 SUBMITTALS

A. Product Data: For surface raceways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets.

B. Shop Drawings: For the following raceway components. Include plans, elevations, sections, details, and attachments to other work.

1. Custom enclosures and cabinets.
2. For handholes and boxes for underground wiring, including the following:

a. Duct entry provisions, including locations and duct sizes.
b. Frame and cover design.

c. Grounding details.
d. Dimensioned locations of cable rack inserts, and pulling-in and lifting irons.
e. Joint details.

C. Coordination Drawings: Conduit routing plans, drawn to scale, on which the following items are shown and coordinated with each other, based on input from installers of the items involved:

1. Structural members in the paths of conduit groups with common supports.
2. HVAC and plumbing items and architectural features in the paths of conduit groups with common supports.

## 1.5 REFERENCES

A. ANSI C80.1 - Rigid Steel Conduit - Zinc Coated

B. ANSI C80.3 - Electrical Metallic Tubing - Zinc Coated

C. ANSI C80.5 - Aluminum Rigid Conduit (ARC)

D. ANSI/NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing and Cable

E. ANSI/NEMA OS 1 - Sheet-steel Outlet Boxes, Device Boxes, Covers, and Box Supports.

F. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum).

G. ANSI/NFPA 70 - National Electrical Code

H. NECA Standard Practices for Good Workmanship in Electrical Contracting

I. NEMA RN 1 - Polyvinyl Chloride (PVC) Externally Coated Galvanized Rigid Steel Conduit.

J. NEMA TC 2 - Electrical Polyvinyl Chloride (PVC) Conduit (EPC 40, EPC 80)

K. NEMA TC 3 -Polyvinyl Chloride (PVC) Fittings for Use with Rigid PVC Conduit and Tubing

## 1.6 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

B. Comply with NFPA 70.

# PART 2 - PRODUCTS

## 2.1 METAL CONDUIT AND TUBING

A. Minimum Trade Size

1. All Conduit (except switch legs) - 3/4"c.

2. Switch legs - 1/2"c.
3. Manufactured in the USA.

B. RIGID METALLIC CONDUIT

1. Comply with:

   a. ANSI C80.1
   b. UL Spec - No. 6
   c. NEC 344

2. Conduit material:

   a. Zinc coated or hot dipped galvanized steel.

3. Fittings:

   a. Threaded.
   b. Insulated bushings shall be used on all rigid steel conduits terminating in panels, boxes, wire gutters, or cabinets, and shall be impact resistant plastic molded in an irregular shape at the top to provide smooth insulating surface at top and inner edge. Material in these bushings must not melt or support flame.
   c. Zinc plated or hot dipped galvanized malleable iron or steel.

4. Conduit Bodies:

   a. Comply with ANSI/NEMA FB 1.
   b. Threaded hubs.
   c. Zinc plated or hot-dipped galvanized malleable iron.

C. RIGID ALUMINUM CONDUIT

1. Comply with:

   a. ANSI C80.5
   b. UL 6
   c. NEC 344

2. Conduit material: Aluminum.
3. Fittings:

   a. Threaded.
   b. Aluminum.
   c. Insulated bushings on terminations.

4. Conduit bodies:

   a. Comply with ANSI/NEMA FB 1.
   b. Threaded hubs.
   c. Aluminum.

D. PVC-Coated Steel Conduit: PVC-coated rigid steel conduit.

1. Comply with:

a. UL 6
b. ANSI C80.1
c. NEC. 344
d. NEMA RN1

2. Conduit material: Hot-dipped galvanized rigid steel with external PVC coating, 20 mil. thick.
3. Fittings:

a. Threaded.
b. Insulated bushings on terminations.
c. Zinc plated or hot-dipped galvanized malleable iron or steel with external PVC coating, 20 mil. thick.

4. Conduit bodies:

a. Comply with:
b. ANSI/NEMA FB 1
c. Threaded hubs
d. Zinc plated or hot-dipped galvanized malleable iron with external PVC coating 20 mil thick.

E. EMT: ANSI C80.3.

1. Comply with:

a. UL 797
b. ANSI C80.3
c. NEC 358
d. ANSI/UL797

2. Conduit material: Galvanized steel tubing.
3. Fittings:

a. ANSI/NEMA FB 1
b. Set screw, steel for Interior Dry locations
c. Compression, Steel for all damp locations

F. FMC: Zinc-coated steel.

1. Comply with:

a. NEC 348
b. ANSI/UL 1

2. Conduit material: Steel or aluminum, interlocked.
3. Fittings:

a. ANSI/NEMA FB 1
b. ANSI/UL 514B
c. Die Cast
d. Threaded rigid conduit to flexible conduit coupling.
e. Direct flexible conduit bearing set screw type not acceptable.

G. LFMC: Flexible steel conduit with PVC jacket.

1. Comply with:

    a. NEC 350
    b. ANSI/UL 360

2. Conduit material:

    a. Flexible hot-dipped galvanized steel core, interlocked.
    b. Continuous copper ground built into core up to 1-1/4" size.
    c. Extruded polyvinyl gray jacket.

3. Fittings:

    a. Threaded for rigid conduit connections.
    b. Accepted for hazardous locations where so installed.
    c. Provide sealing washer in wet/damp locations.
    d. Compression type.
    e. ANSI/NEMA FB 1.
    f. ANSI/UL 5148.
    g. Zinc plated malleable iron or steel.

## 2.2 NONMETALLIC CONDUIT AND TUBING

A. Minimum Trade Size – ¾”

B. RNC: NEMA TC 2, Schedule-40-PVC, unless otherwise indicated.

1. Comply with:

    a. NEMA TC-2
    b. UL 651
    c. NEC 352

2. Conduit material:

    a. Shall be high impact PVC - tensile strength 55 PSI, flexural strength 11000 PSI.

3. Fittings:

    a. Comply with: NEMA TC-3 and UL 514.

## 2.3 EXPANSION FITTINGS

A. Expansion fittings shall be:

1. UL Listed, hot dipped galvanized inside and outside providing a 4" expansion chamber - when used with rigid conduit and electrical metallic conduit, or:
2. Be polyvinyl chloride and shall meet the requirements of and as specified elsewhere for non-metallic conduit and shall provide a 6" expansion chamber.
3. Hot dipped galvanized expansion fitting shall be provided with an external braided grounding and bonding jumper with accepted clamps, UL Listed for the application.

4. Expansion fitting, UL Listed for the application and in compliance with the National Electrical Code without the necessity of an external bonding jumper may be considered. Submit fitting with manufacturer's data and UL Listing for acceptance prior to installation.

## 2.4 METAL WIREWAYS

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Cooper B-Line, Inc.
2. Hoffman.
3. Square D; Schneider Electric.

B. Description: Sheet metal sized and shaped as indicated, NEMA 250, Type 1, unless otherwise indicated.

C. Fittings and Accessories: Include couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.

D. Wireway Covers: Hinged type.

E. Finish: Manufacturer's standard enamel finish.

## 2.5 SURFACE RACEWAYS

A. Surface Metal Raceways: Galvanized steel with snap-on covers. Manufacturer's standard enamel finish in color selected by Architect.

1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

a. Thomas & Betts Corporation.
b. Walker Systems, Inc.; Wiremold Company (The).
c. Wiremold Company (The); Electrical Sales Division.
d. Mono-Systems, Inc.

## 2.6 BOXES, ENCLOSURES, AND CABINETS

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Cooper Crouse-Hinds; Div. of Cooper Industries, Inc.
2. EGS/Appleton Electric.
3. Erickson Electrical Equipment Company.
4. Hoffman.
5. Hubbell Incorporated; Killark Electric Manufacturing Co. Division.
6. O-Z/Gedney; a unit of General Signal.
7. RACO; a Hubbell Company.
8. Robroy Industries, Inc.; Enclosure Division.
9. Scott Fetzer Co.; Adalet Division.

10. Spring City Electrical Manufacturing Company.
11. Thomas & Betts Corporation.
12. Walker Systems, Inc.; Wiremold Company (The).
13. Woodhead, Daniel Company; Woodhead Industries, Inc. Subsidiary.

B. Sheet Metal Outlet and Device Boxes: NEMA OS 1.

1. Luminaire and Equipment Supporting Boxes: Rated for weight of equipment supported; include 1/2 inch (13 mm) male fixture studs where required.
2. Concrete Ceiling Boxes: Concrete type.
3. Interior flush outlet boxes shall be one piece drawn galvanized steel constructed with stamped knockouts in back and sides, and threaded holes with screws for securing box coverplates or wiring devices.
4. Ceiling outlet boxes shall be 4" octagonal or 4" square X 1 1/2" deep or larger as required for number and size of conductors and arrangement, size and number of conduits terminating at them.
5. Switch, wall receptacle, telephone and other recessed wall outlet boxes in drywall shall be a minimum of 4" square X 1 1/2" deep. For recessing in exposed masonry, provide one piece drawn 4" square x 1 1/2" deep wall boxes with appropriate 4" square cut tile wall covers. For recessing in furred-out block walls, provide 4" square box with required extension for block depth and required extension for drywall depth.
6. Boxes shall be of such form and dimensions as to be adapted to the specific use and location, type of device or fixtures to be used, and number and size of conductors and arrangement, size and number of conduits connecting thereto.
7. Handy boxes shall not be used for any purpose.
8. Where a box is used as the sole support for a ceiling paddle fan, the box must be listed for this purpose and the weight of the fan.

C. Cast-Metal Outlet and Device Boxes: NEMA FB 1, Type FD, with gasketed cover.

1. Interior surface outlet boxes and conduit bodies installed from 0" AFF to 90" AFF (including fire alarm device backbox) shall be the heavy cast aluminum or iron with external threaded hubs for power devices and threaded parts for low voltage devices. Trim rings shall also be of one-piece construction.
2. Weatherproof outlet boxes shall be constructed of corrosion-resistant cast iron suited to each application and having threaded conduit hubs, cast metal faceplate with spring-hinged waterproof cap suitable configured, gasket, and corrosion-proof fasteners.
3. Freestanding malleable iron cast boxes are to be type FSY (with flange). Cast aluminum/zinc boxes are not acceptable (Bell Boxes).

D. Floor Boxes:
1. For all slab on grade areas except wet locations and wooden floors: Cast iron or steel with epoxy paint, fully adjustable before and after the concrete pour. The cover shall provide protection from water, dirt and debris. The cover will be flanged die cast aluminum with brushed aluminum finish that will accept carpet or tile cutouts to match flooring. The box shall be capable of adapting to most power and communications needs. Provide all activations, barriers and brackets required for the particular installation. Design Selection is Wiremold RFB 4 (based on required outlets) or equal.
2. Wood Floors: Cast iron or steel fully adjustable, rectangular, multi-gang box. The cover shall provide protection from water, dirt and debris. The cover will be brass flip lids with appropriate multi gang ring to set flush with wood flooring. The box shall be capable of adapting to most power and communications needs.
3. Poke Thru’s for all floor boxes in elevated slabs: Flush style round poke thru with combination power (2 duplex) and data (6 Cat6 outlets). Poke Thru shall be UL scrub water exclusion for tile and carpeted floors. Poke thru shall be maintains UL fire rated for up to 2 hour rated floors. Poke thru shall meet FBC and ADA accessibility guidelines.

E. Sheet Metal Pull and Junction Boxes: NEMA OS 1.

1. Pull and junction boxes (not in-ground type) larger than 25 square inches shall be hinged cover type with flush latches operated with screwdriver.
2. Large Pull Boxes: Boxes larger than 400 cubic inches in volume or 20 inches in any dimension:

   a. Use continuous hinged enclosures with locking handle.

3. Exterior, damp location and wet location pull and junction boxes shall be Nema 4x stainless steel.

F. Cabinets (Control and Systems):

1. NEMA 250, Type 1, galvanized-steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel.
2. Hinged door in front cover with flush latch and concealed hinge.
3. Metal barriers to separate wiring of different systems and voltage.
4. Accessory feet where required for freestanding equipment.

## 2.7 HANDHOLES AND BOXES FOR EXTERIOR UNDERGROUND WIRING

A. Description: Concrete ring with Nema 6P box inside (All Areas)

1. Color of Frame and Cover: Gray.
2. Configuration: Concrete ring shall be designed for flush burial and have open bottom, unless otherwise indicated.
3. Cover: Weatherproof, secured by tamper-resistant locking devices and having structural traffic load rating consistent with enclosure.
4. Cover Finish: Nonskid finish shall have a minimum coefficient of friction of 0.50.
5. Cover Legend: Molded lettering, "ELECTRIC.", "TELEPHONE." or as indicated for each service.
6. Nema 6P box rated for direct burial enclosure shall be located inside the concrete ring for termination of conduits.
7. Handholes 36 inches wide by 36 inches long and larger shall have inserts for cable racks and pulling-in irons installed before concrete is poured.

# PART 3 - EXECUTION

## 3.1 RACEWAY LOCATION INSTALLATION REQUIREMENTS

A. Underground Installations:

1. Use rigid non-metallic conduit (PVC) only unless local authority having jurisdiction or applicable codes/utility requirements, etc. require rigid steel conduit.
2. All conduits or elbows entering, or leaving the ground shall be rigid steel conduit coated with asphaltic paint.
3. All underground raceways shall be installed in accordance with the NEC except that the minimum cover for any conduit outside the building slab shall be two feet. Included under this Section shall be the responsibility for verifying finished lines in areas where raceways will be installed underground before the grading is complete.

4. Where rigid metallic conduit is installed underground as noted above it shall be coated with waterproofing black mastic before installation, and all joints shall be re-coated after installation.
5. All underground service lateral raceways shall be protected as required by the NEC including requirements for installation of warning tape.
6. All trenching shall be by hand. No machine trenching is permitted on existing sites.

B. In Slab Above or on Grade:

1. Use coated rigid steel conduit or rigid non-metallic conduit.
2. Coating of metallic conduit to be black asphaltic or PVC.

C. Penetration of Slab:

1. Exposed Location subject to damage:

a. Where penetrating a floor in an exposed location subject to damage from underground or in slab, a black mastic coated or PVC coated galvanized rigid steel conduit shall be used.

2. Interior Location not subject to damage:

a. Where penetrating a floor in a location concealed in block wall and acceptable by applicable codes, rigid non-metallic conduit may be used up to first outlet box, provided outlet box is at a maximum height of 40" above finished floor.
b. Where penetrating a floor in location other than that above, transition to metallic conduit at the floor.

D. Outdoor Location:

1. Above Grade:

a. Where penetrating the finished grade, black mastic coated or PVC coated galvanized rigid steel conduit shall be used.
b. In general all exterior conduit runs shall be rigid steel conduit and threaded connectors as specified elsewhere.
c. Electrical metallic tubing (thin wall) is permitted under roof, overhangs, etc. provided it is not subjected to physical damage and is not in direct contact or directly subject to exterior elements including sunlight.

2. Metal Canopies:

a. Conduit runs except for canopy lighting raceways are not to be run on (top or bottom) of metal canopies roof systems. All new conduit shown on or at these areas is to be run underground. Clamp back spacers shall be used on all canopies to prevent galvanic action from dissimilar metals. Conduits installed exposed from Building structure to Metal Canopies will not be permitted.

3. Roofs:

a. Conduit is not to be installed on roofs, without written authorization by A/E and the Owner for specific conditions.
b. When accepted by written authorization conduit shall comply with the following:

1) Be PVC coated rigid galvanized metal conduit.

2) All fittings, etc. are to be PVC coated.
3) Conduit shall be supported above roof at least 6 inches using accepted conduit supporting devices. Refer to applicable sections of specifications on roofing, etc.
4) Supports to be fastened to roof using roofing adhesive or means compatible with roofing. Confirm the method used will not void the roofing warranty. The use of pitch pockets is not acceptable.

E. Interior Dry Locations:

1. Concealed: Use rigid galvanized steel conduit and electrical metallic tubing. Rigid non-metallic conduit may be used inside block walls up to first outlet to a maximum of 40" A.F.F. except where prohibited by the NEC (places of assembly, etc.).
2. Exposed: Use rigid galvanized steel or electrical metallic tubing. EMT may only be used where not subject to damage, which is interpreted by this specification to be above 90" AFF.
3. Concealed or exposed flexible conduit:

a. Concealed flexible steel conduit or seal tight flexible steel conduit in lengths not longer than six (6) feet in length with a ground conductor installed in the conduit or an equipment ground conductor firmly attached to the terminating fitting at the extreme end of the flex. Exposed flexible steel conduit or seal tight flexible steel conduit shall not exceed four (4) feet in length, unless written authorization by A/E for specific conditions is granted.

F. Interior Wet and Damp Locations:

1. Use rigid galvanized steel conduit.

G. Concrete Columns or Poured in-place Concrete Wall Locations:

1. Use rigid non-metallic conduit. Penetration shall be by accepted metal raceway (i.e. metal conduit as required elsewhere in these specifications).

## 3.2 RACEWAY INSTALLATION

A. Comply with NECA 1 for installation requirements applicable to products specified in Part 2 except where requirements on Drawings or in this Article are stricter.

B. All bending, cutting, and reaming shall be completed with tools specifically designed for the specific use.

C. Expansion fittings shall be installed in the following cases:

1. In each conduit run wherever it crosses an expansion joint in the concrete structure; on one side of joint with its sliding sleeve end flush with joint, and with a length of bonding jumper in expansion equal to at least three times the normal width of joints.
2. In each conduit run which mechanically attached to separate structures to relieve strain caused by shift on one structure in relation to the other.
3. In straight conduit run above ground which is more than one hundred feet long and interval between expansion fittings in such runs shall not be greater than 100 feet.

D. Connections to motors or other vibrating equipment shall be made with flexible conduit in dry locations and liquid tight flexible metal conduit in damp or wet locations.

E. Make connections to all equipment in accordance with equipment manufacturers recommendations.

F. Arrange conduit to maintain headroom and present neat appearance.

G. Provide rigid steel long radius 90 degree sweeps (bend radius of 10 times the conduit trade size diameter) for all changes in direction (vertical and horizontal) for utility conduits. Comply with all installation requirements of the utility to utilize the conduits.

H. Trenching at existing facilities shall be done by hand unless approved otherwise by the Owner.

I. Underground conduits shall be buried a minimum of 24” below grade.

J. Utility conduits shall be buried a minimum of 36” deep to the top of the conduit.

K. Route conduit installed above accessible ceilings or exposed to view parallel or perpendicular to walls. Do not run from point to point.

L. Do not cross conduits in slab.

M. Use conduit hubs to fasten conduit to sheet metal boxes in damp and wet locations and to cast boxes.

N. Keep raceways at least 6 inches (150 mm) away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.

O. Complete raceway installation before starting conductor installation.

P. Support raceways as specified in Division 26 Section "Hangers and Supports for Electrical Systems."

Q. Arrange stub-ups so curved portions of bends are not visible above the finished slab.

R. Use conduit bodies to make sharp changes in direction, as around beams.

S. Provide continuous fiber polyline 1000 lb. minimum tensile strength pull string in each empty conduit except sleeves and nipples. This includes all raceways which do not have conductors furnished under this Division of the specifications. Pull cord must be fastened to prevent accidental removal.

T. Use suitable caps to protect installed conduit against entrance of dirt and moisture.

U. Rigid steel box connections shall be made with double locknuts and bushings.

V. Spare conduit stubs shall be capped and location and use marked with concrete marker set flush with finish grade. Marker shall be 6" round x 6" deep with appropriate symbol embedded into top to indicate use. Also, tag conduits in panels where originating.

W. Spare conduit stubs shall be capped with a UL listed and accepted cap or plug for the specific intended use and identified with ink markers as to source and labeled "Spare."

X. Conceal conduit and EMT within finished walls, ceilings, and floors, unless otherwise indicated.

Y. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.

Z. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors, including conductors smaller than No. 4 AWG.

AA. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb (90-kg) tensile strength. Leave at least 12 inches (300 mm) of slack at each end of pull wire.

BB. Install raceway sealing fittings at suitable, approved, and accessible locations and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings at the following points:

1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
2. Where otherwise required by NFPA 70.

CC. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block, and install box flush with surface of wall.

DD. All raceway runs in masonry shall be installed at the same time as the masonry so that no face cutting is required, except to accommodate boxes.

EE. Raceways shall not be routed through stairwells, elevator shafts, elevator machine rooms or fire pump rooms unless the conduit is for use within that space.

FF. Raceways installed in hazardous locations shall be installed in accordance with the appropriate provisions of NEC chapter 5 for that location. Confirm the appropriate space rating with life safety plans.

GG. All raceway runs, whether terminated in boxes or not, shall be capped during the course of construction and until wires are pulled in, and covers are in place. No conductors shall be pulled into raceways until construction work which might damage the raceways has been completed.

HH. Electrical raceways shall be supported independently of all other systems and supports, and shall in every case avoid proximity to other systems which might cause confusion with such systems or might provide a chance of electrolytic actions, contact with live parts or excessive induced heat.

II. After installing underground conduit, backfill and compact. Start at tie-in point, and work toward end of conduit run, leaving conduit at end of run free to move with expansion and contraction as temperature changes during this process. Firmly hand tamp backfill around conduit to provide 95% compaction in landscape areas and 98% compaction under roadways, sidewalks or other areas with concrete or asphalt.

## 3.3 BOX INSTALLATION

A. Set metal floor boxes level and flush with finished floor surface.

B. Set nonmetallic floor boxes level. Trim after installation to fit flush with finished floor surface.

C. Install electrical boxes as shown on drawings, and as required for splices, taps, wire pulling, equipment connections and compliance with regulatory requirements.

D. Install electrical boxes to maintain headroom and to present neat mechanical appearance.

E. Inaccessible Ceiling Areas: Install outlet and junction boxes no more than 6 inches (150 mm) from ceiling access panel or from removable recessed luminaire.

F. Install boxes to preserve fire resistance rating of partitions and other elements.

G. Align adjacent wall-mounted outlet boxes for switches, thermostats, and similar devices with each other.

H. Outlets for 120V clocks shall be recessed so that the clock will hang flush with the finished surface of the wall.

I. Use flush mounting outlet boxes in finished areas.

J. Do not install flush mounting boxes back-to-back in walls; provide minimum 6 inch (150 mm) separation. Provide minimum 24 inches (600 mm) separation in acoustic and fire rated walls.

K. Secure flush mounting box to interior wall and partition studs. Accurately position to allow for surface finish thickness.

L. Use stamped steel bridges to fasten flush mounting outlet box between studs.

M. Install flush mounting box without damaging wall insulation or reducing its effectiveness.

N. Support all outlet boxes from structure with minimum of one (1) 3/8" all-thread rod hangers. Boxes larger than 25 square inches shall be supported with two (2) all-thread rod hangers, minimum.

O. Do not fasten boxes to ceiling support wires.

P. Use multi-gang box where more than one device is mounted together. Do not use sectional box.

Q. Boxes in exterior walls shall be flush mounted. Use cast outlet box in exterior locations and wet locations where flush mounting is not possible.

R. Install outlets in the locations shown on the drawings; however, the Owner shall have the right to make, prior to rough-in, slight changes in locations to reflect room furniture layouts.

S. Coordinate work with all divisions so that each electrical box is the type suitable for the wall or ceiling construction provided and suitable fireproofing is inbuilt into fire rated walls.

T. All boxes shall be installed in a flush rigid manner with box lines at perpendicular and parallel angles to finished surfaces. Boxes shall be supported by appropriate hardware selected for the type of surface from which the box shall be supported. For example, provide metal screws for metal, wood screws for wood, and expansion devices for masonry or concrete.

U. For locations exposed to weather or moisture (interior or exterior), provide weatherproof boxes and accessories.

V. As a minimum, provide pull boxes in all raceways over 150 feet long. The pull box shall be located near the midpoint of the raceway length.

W. Provide knockout closures to cap unused knockout holes where blanks have been removed, and plugs for unused threaded hubs.

X. Provide conduit locknuts and bushings of the type and size to suit each respective use and installation.

Y. Boxes and conduit bodies shall be located so that all electrical wiring is accessible.

Z. Avoid using round boxes where conduit must enter box through side of box, which would result in a difficult and insecure connection with a locknut or bushing on the rounded surface.

AA. All flush outlets shall be mounted so that covers and plates will finish flush with finished surfaces without the use of shims, mats or other devices not submitted or accepted for the purpose. Add-a-Depth rings or switch box extension rings are not acceptable. Plates shall not support wiring devices. Gang switches with common plate where two or more are indicated in the same location. Wall-mounted devices of different systems (switches, thermostats, etc.) shall be coordinated for symmetry when located near each other on the same wall. Outlets on each side of walls shall have separate boxes. Through-wall type boxes shall not be permitted. Back-to-back mounting shall not be permitted. Trim rings shall be extended to within 1/8" of finish wall surface.

BB. Outlet boxes mounted in metal stud walls, are to be supported to studs with two (2) screws inside of outlet box to a horizontal stud brace between vertical studs or one side of outlet box supported to stud with opposite side mounted to section of stud or device to prevent movement of outlet box after wall finished.

CC. All outlet boxes that do not receive devices in this contract are to have blank plates installed matching wiring device plates.

DD. Height of wall outlets to bottom above finished floors shall be as follows, unless specifically noted otherwise, or unless otherwise required by applicable codes including ADA. Verify with the Architectural plans and shop drawings for installing.

| | | |
|---|---|---|
| 1. | Switches | 4'-0" AFF to top |
| 2. | Receptacles | 1'-4" AFF to bottom |
| 3. | Lighting Panels | 6'-6" AFF to centerline of highest breaker/fuse |
| 4. | Phone outlets | 1'-4" AFF to bottom |
| 5. | Intercom Call-in | 4'-0"AFF to top |
| 6. | Fire Alarm Pull Stations | 4'-0" AFF to top |
| 7. | Fire Alarm Strobe Lights | Lens is not less than 80" AFF and not more than 96” AFF |
| 8. | Fire Alarm Audible Only | Not less than 90” and not less than 6” below ceiling. |

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EE. Bottoms of outlets above counter tops or base cabinets shall be minimum 2" above counter top or backsplash, whichever is highest. Outlets may be raised so that bottom rests on top of concrete block course, but all outlets above counters in same area shall be at same height. It is the responsibility of this Division to secure cabinet drawings and coordinate outlet locations in relation to all cabinets as shown on Architectural plans, prior to rough-in, regardless of height shown on Division 26 drawings.

FF. Height of wall-mounted fixtures shall be as shown on the drawings or as required by Architectural plans and conditions. Fixture outlet boxes shall be equipped with fixture studs when supporting fixtures.

GG. Locate special purpose outlets as indicated on the drawings for the equipment served. Location and type of outlets shall be coordinated with appropriate trades involved. The securing of complete information for proper electrical roughing-in shall be included as work required under this section of specifications. Provide plug for each outlet.

HH. Electrical outlet boxes may be installed in vertical fire resistive assemblies classified as fire/smoke and smoke partitions without affecting the fire classification, provided such openings occur on one side only within a 24" wall space and that openings do not exceed 16 sq. inches. All clearances between such outlet boxes and the gypsum board must be completely filled with joint compound.

II. Fire-Barrier Penetrations: Firestop penetrations under division 07 Section "Firestopping".

## 3.4 INSTALLATION OF UNDERGROUND HANDHOLES AND BOXES

A. Install handholes and boxes level and plumb and with orientation and depth coordinated with connecting conduits to minimize bends and deflections required for proper entrances.

B. Unless otherwise indicated, support units on a level bed of crushed stone or gravel, graded from 1/2-inch (12.5-mm) sieve to No. 4 (4.75-mm) sieve and compacted to same density as adjacent undisturbed earth.

C. Elevation: In all areas, set so cover surface will be flush with finished grade.

D. Do not install in walkways.

## 3.5 INSTALLATION OF WIREWAYS

A. Do not install wireways as a substitute for proper coordination and layout of conduit stub ups to panels. Prior authorization from the engineer is required prior to installation of any wireways.

B. Do not make splices in wireways. All wires must be pulled through without splice or termination.

C. Install wireway to maintain headroom and to present neat mechanical appearance.

D. Support wireway independently of conduit.

E. Wireway shall be located so that all electrical wiring is accessible.

END OF SECTION 26 05 33

# SECTION 26 05 53 - IDENTIFICATION FOR ELECTRICAL SYSTEMS

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

A. This Section includes the following:

1. Identification for raceway and metal-clad cable.
2. Identification for conductors and communication and control cable.
3. Underground-line warning tape.
4. Warning labels and signs.
5. Instruction signs.
6. Equipment identification labels.
7. Miscellaneous identification products.

### 1.3 SUBMITTALS

A. Product Data: For each electrical identification product indicated.

B. Identification Schedule: An index of nomenclature of electrical equipment and system components used in identification signs and labels.

C. Samples: For each type of label and sign to illustrate size, colors, lettering style, mounting provisions, and graphic features of identification products.

### 1.4 QUALITY ASSURANCE

A. Comply with ANSI A13.1 and ANSI C2.

B. Comply with NFPA 70.

C. Comply with 29 CFR 1910.145.

### 1.5 COORDINATION

A. Coordinate identification names, abbreviations, colors, and other features with requirements in the Contract Documents, Shop Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual, and with those required by codes, standards, and 29 CFR 1910.145. Use consistent designations throughout Project.

B. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.

C. Coordinate installation of identifying devices with location of access panels and doors.

D. Install identifying devices before installing acoustical ceilings and similar concealment.

## PART 2 - PRODUCTS

### 2.1 RACEWAY, BOX AND METAL-CLAD CABLE IDENTIFICATION MATERIALS

A. Snap-Around, Color-Coding Bands: Slit, pretensioned, flexible, solid-colored acrylic sleeves, 2 inches (50 mm) long, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.

B. Primed and Painted band 4” in length.

### 2.2 CONDUCTOR AND COMMUNICATION- AND CONTROL-CABLE IDENTIFICATION MATERIALS

A. Color-Coding Conductor Tape: Colored, self-adhesive vinyl tape not less than 3 mils (0.08 mm) thick by 1 to 2 inches (25 to 50 mm) wide.

B. Marker Tapes: Vinyl or vinyl-cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.

### 2.3 UNDERGROUND-LINE WARNING TAPE

A. Description: Permanent, bright-colored, continuous-printed, polyethylene tape.

1. Not less than 6 inches (150 mm) wide by 4 mils (0.102 mm) thick.
2. Compounded for permanent direct-burial service.
3. Embedded continuous metallic strip or core.
4. Printed legend shall indicate type of underground line.

### 2.4 WARNING LABELS AND SIGNS

A. Comply with NFPA 70 and 29 CFR 1910.145.

B. Baked-Enamel Warning Signs: Preprinted aluminum signs, punched or drilled for fasteners, with colors, legend, and size required for application. 1/4-inch (6.4-mm) grommets in corners for mounting. Nominal size, 7 by 10 inches (180 by 250 mm).

C. Metal-Backed, Butyrate Warning Signs: Weather-resistant, nonfading, preprinted, cellulose-acetate butyrate signs with 0.0396-inch (1-mm) galvanized-steel backing; and with colors, legend, and size required for application. 1/4-inch (6.4-mm) grommets in corners for mounting. Nominal size, 10 by 14 inches (250 by 360 mm).

D. Warning label and sign shall include, but are not limited to, the following legends:

1. Multiple Power Source Warning: "DANGER - ELECTRICAL SHOCK HAZARD - EQUIPMENT HAS MULTIPLE POWER SOURCES."

2. Workspace Clearance Warning: "WARNING - OSHA REGULATION - AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 36 INCHES (915 MM)."

## 2.5 INSTRUCTION SIGNS

A. Engraved, laminated acrylic or melamine plastic, minimum 1/16 inch (1.6 mm) thick for signs up to 20 sq. in. (129 sq. cm) and 1/8 inch (3.2 mm) thick for larger sizes.

1. Engraved legend with black letters on white face.
2. Punched or drilled for mechanical fasteners.
3. Framed with mitered acrylic molding and arranged for attachment at applicable equipment.

## 2.6 EQUIPMENT IDENTIFICATION LABELS

A. Safety Signs: Comply with 29 CFR, 1910.145.

B. Nameplates shall be laminated phenolic plastic, chamfer edges, punched or drilled for rivets.

1. For 120/208 Volt System:

a. Black front and back with white core, with lettering etched through the outer covering. White engraved letters on Black background.

2. For 277/480 Volt System:

a. Orange front and back with white core with lettering etched through the outer covering. White engraved letters on Orange background.

3. For Emergency System:

a. Red front and back with white core with lettering etched through the outer covering. White engraved letters on red background.

## 2.7 MISCELLANEOUS IDENTIFICATION PRODUCTS

A. Cable Ties: Fungus-inert, self-extinguishing, 1-piece, self-locking, Type 6/6 nylon cable ties.

1. Minimum Width: 3/16 inch (5 mm).
2. Tensile Strength: 50 lb (22.6 kg), minimum.
3. Temperature Range: Minus 40 to plus 185 deg F (Minus 40 to plus 85 deg C).
4. Color: Black, except where used for color-coding.

B. Paint: Paint materials and application requirements are specified in Division 09 painting Sections.

C. Fasteners for Labels and Signs: Self-tapping, stainless-steel screws or stainless-steel machine screws with nuts and flat and lock washers.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

A. Identification Materials and Devices: Install at locations for most convenient viewing without interference with operation and maintenance of equipment.

B. Lettering, Colors, and Graphics: Coordinate names, abbreviations, colors, and other designations with corresponding designations in the Contract Documents or with those required by codes and standards. Use consistent designations throughout Project.

C. Sequence of Work: If identification is applied to surfaces that require finish, install identification after completing finish work.

D. Self-Adhesive Identification Products: Clean surfaces before applying.

E. Install painted identification according to manufacturer's written instructions and as follows:

1. Clean surfaces of dust, loose material, and oily films before painting.
2. Prime surfaces using type of primer specified for surface.
3. Apply one intermediate and one finish coat of enamel.

F. Caution Labels for Indoor Boxes and Enclosures for Power and Lighting: Install pressure-sensitive, self-adhesive labels identifying system voltage with black letters on orange background. Install on exterior of door or cover.

G. Circuit Identification Labels on Boxes: Install labels externally.

1. Exposed Boxes: Pressure-sensitive, self-adhesive plastic label on cover.
2. Concealed Boxes: Plasticized card-stock tags.
3. Labeling Legend: Permanent, waterproof listing of panel and circuit number or equivalent.

H. Paths of Underground Electrical Lines: During trench backfilling, for exterior underground power, control, signal, and communication lines, install continuous underground line marker located directly above line at 6 to 8 inches below finished grade. Where width of multiple lines installed in a common trench or concrete envelope does not exceed 16 inches overall, use a single line marker. Install line marker for underground wiring, both direct-buried cables and cables in raceway.

I. Secondary Service, Feeder, and Branch-Circuit Conductors: Color-code throughout the secondary electrical system.

1. Color-code 208/120-V system as follows:

a. Phase A: Black.
b. Phase B: Red.
c. Phase C: Blue.
d. Neutral: White.
e. Ground: Green.
f. Switchlegs(load side of contactor or relay is not considered a switchleg): Purple

2. Color-code 480/277-V system as follows:

a. Phase A: Brown
b. Phase B: Orange
c. Phase C: Yellow
d. Neutral: White with a colored stripe or gray.
e. Ground: Green.
f. Switchleg(load side of contactor or relay is not considered a switchleg): Pink

3. Factory apply color the entire length of conductors, except the following field-applied, color-coding methods may be used instead of factory-coded wire for sizes larger than No. 6 AWG:

a. Colored, pressure-sensitive plastic tape in half-lapped turns for a distance of 6 inches from terminal points and in boxes where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding. Use 1-inch wide tape in colors specified. Adjust tape bands to avoid obscuring cable identification markings.

J. Power-Circuit Identification: Metal tags or aluminum, wraparound marker bands for cables, feeders, and power circuits in vaults, pull and junction boxes, manholes, and switchboard rooms.

1. Legend: 1/4-inch steel letter and number stamping or embossing with legend corresponding to indicated circuit designations.
2. Tag Fasteners: Nylon cable ties.
3. Band Fasteners: Integral ears.

K. Apply identification to conductors as follows:

1. Conductors to Be Extended in the Future: Indicate source and circuit numbers.
2. Multiple Power or Lighting Circuits in the Same Enclosure: Identify each conductor with source, voltage, circuit number, and phase. Use color-coding to identify circuits' voltage and phase.
3. Multiple Control and Communication Circuits in the Same Enclosure: Identify each conductor by its system and circuit designation. Use a consistent system of tags, color-coding, or cable marking tape.

L. Apply warning, caution, and instruction signs as follows:

1. Warnings, Cautions, and Instructions: Install to ensure safe operation and maintenance of electrical systems and of items to which they connect. Install engraved plastic-laminated instruction signs with approved legend where instructions are needed for system or equipment operation. Install metal-backed butyrate signs for outdoor items.
2. Emergency Operation: Install engraved laminated signs with white legend on red background with minimum 3/8-inch high lettering for emergency instructions on power transfer, load shedding, and other emergency operations.

M. Equipment Requiring Workspace Clearance According to NFPA 70: Unless otherwise indicated, apply to door or cover of equipment but not on flush panelboards and similar equipment in finished spaces.

N. Instruction Signs:

1. Operating Instructions: Install instruction signs to facilitate proper operation and maintenance of electrical systems and items to which they connect. Install instruction

signs with approved legend where instructions are needed for system or equipment operation.

2. Emergency Operating Instructions: Install instruction signs with white legend on a red background with minimum 3/8-inch- (10-mm-) high letters for emergency instructions at equipment used for power transfer.

O. Equipment Identification Labels: On each unit of equipment, install unique designation label that is consistent with wiring diagrams, schedules, and Operation and Maintenance Manual. Apply labels to disconnect switches and protection equipment, central or master units, control panels, control stations, terminal cabinets, and racks of each system. Systems include power, lighting, control, communication, signal, monitoring, and alarm systems unless equipment is provided with its own identification. Install label with pop rivets.

1. Labeling Instructions:

a. Engraved, laminated acrylic or melamine label. Unless otherwise indicated, provide a single line of text with 1/2-inch- (13-mm-) high letters on 1-1/2-inch- (38-mm-) high label; where 2 lines of text are required, use labels 2 inches (50 mm) high.
b. Elevated Components: Increase sizes of labels and letters to those appropriate for viewing from the floor.

2. Equipment to Be Labeled: Include as a minimum the equipment identification (first line ½”): voltage rating and amperage rating (second line 3/8”): where it is fed from (third line 3/8”). (Example :Panel CP1 (Line 1), 208/120V 3ph, 4w, 225A(line 2), fed from swbd MDP-1 (Line 3))

a. Panelboards, electrical cabinets, and enclosures.
b. Access doors and panels for concealed electrical items.
c. Electrical switchgear and switchboards.
d. Transformers.
e. Electrical substations.
f. Emergency system boxes and enclosures.
g. Motor-control centers.
h. Disconnect switches.
i. Enclosed circuit breakers.
j. Motor starters.
k. Push-button stations.
l. Power transfer equipment.
m. Contactors.
n. Remote-controlled switches, dimmer modules, and control devices.
o. Emergency Relay locations on grid below relay location
p. Battery inverter units.
q. Battery racks.
r. Power-generating units.
s. Voice and data cable terminal equipment.
t. Master clock and program equipment.
u. Intercommunication and call system master and staff stations.
v. Television/audio components, racks, and controls.
w. Fire-alarm control panel and annunciators.
x. Security and intrusion-detection control stations, control panels, terminal cabinets, and racks.
y. Monitoring and control equipment.
z. Uninterruptible power supply equipment.
aa. Terminals, racks, and patch panels for voice and data communication and for signal and control functions.

3.2 SWITCHGEAR BREAKERS

A. Provide labels for each breaker to identify the load served.

3.3 CONDUIT/JUNCTION BOX COLOR CODE

A. All conduit system junction boxes (except those subject to view in public areas) shall be color coded as listed below:

B. Color Code for Junction Boxes

| | | |
|---|---|---|
| 1. | System Emergency 277/480 volt | Orange/Brown |
| 2. | System Emergency 120/208 volt | Orange/Black |
| 3. | Fire Alarm | Red |
| 4. | Normal Power 277/480 volt | Brown |
| 5. | Normal Power 120/208 volt | Black |
| 6. | Fiber Optics | Purple |
| 7. | Sound System | Yellow |
| 8. | Clock | Light Blue |
| 9. | Intercom | Blue |
| 10. | Computer/Data | Gold |
| 11. | TV | White |
| 12. | Security/CCTV | Beige |
| 13. | Ground | Fluorescent Green |
| 14. | Telephone | Clover Green |
| 15. | HVAC Controls | Violet |

C. Conduits (not subject to public view) longer than 20 feet shall be painted with above color paint band 20 ft. on center. Paint band shall be 4” in length, applied around the entire conduit. Where conduits are parallel and on conduit racking, the paint bands shall be evenly aligned. Paint shall be neatly applied and uniform. Paint boxes and raceways prior to installation or tape conduits and surrounding surfaces to avoid overspray. Paint overspray shall be removed.

D. All new and existing junction boxes/cover plates for power, lighting and systems (except those installed in public areas) shall adequately describe it’s associated panel and circuit reference number(s) within, (i.e. ELRW-2, 4, 6) or systems within (i.e. fire alarm, intercom. Etc.). Identification shall be by means of black permanent marker. (Paint ½ cover plate with appropriate color as noted in 2.3 above, and mark other ½ with associated panel/circuit or system description as described).

END OF SECTION 26 05 53

# SECTION 26 43 13 – SURGE PROTECTION DEVICES

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

A. Surge Protection Devices (SPD) includes all electrical systems and devices specifically installed in facility electrical systems to protect all electrical circuits, electronic equipment and building mechanical systems from the effects of lightning induced voltages, external switching transients and internally generated switching transients.

### 1.3 APPLICATION

A. Surge suppression, grounding and bonding shall effectively protect the systems to which they are applied against lightning, transients, internal spikes, and other surge transients throughout the useful life of the systems, and shall be designed and installed in such a manner that normal operation, performance ratings and listing of the system is not impaired by the installation of such devices, wiring or connections.

B. Surge suppression devices shall be installed on all service entrance equipment (to include distribution panels and panelboards in separate buildings that perform the function of service entrance equipment for that particular building), distribution panels, lighting and appliance panelboards that may feed any electronic equipment (to include personal computers, copiers, printers, fire alarm panels, building management systems, intercom systems, etc.) and any circuits leaving the building; e.g. outdoor lighting and all signal circuits (data, telephone, fire alarm, intercom, etc.) leaving or entering a building.

### 1.4 DEFINITIONS

A. ATS: Acceptance Testing Specifications.

B. VPR: Voltage protection rating.

C. SPD: Surge Protection Devices

### 1.5 SUBMITTALS

A. Product Data: For each type of product indicated. Include rated capacities, operating weights, operating characteristics, furnished specialties, and accessories.

B. General: SPD wiring, bonding and grounding connections shall be indicated on the wiring diagrams for each system. Include installation details demonstrating mechanical and electrical connections to equipment to be protected.

C. Testing: The test data submitted shall be specific for the actual method on installation proposed. Submittals will not be reviewed unless they include proper project related data. Interpretation of standard manufacturer's published data will not be acceptable unless the data coincides with the actual installation procedure.

D. Manufacturer's certified test data indicating the ability of the product to meet or exceed requirements of this specification, including 6kV/3kA Combination Wave impulse by a recognized independent lab testing.

E. List and detail all protection systems such as fuses, disconnecting means and protective materials.

F. Product Certificates: For SPD signed by product manufacturer certifying compliance with the following standards:

1. UL 1449 4th Edition

G. Operation and Maintenance Data: For SPD to include in operation, and maintenance manuals.

H. Warranties: Special warranties specified in this Section.

1.6 REFERENCE STANDARDS AND PUBLICATIONS

A. ANSI/IEEE C62.33 - Standard for Test Specifications for Varistor Surge Protection Devices

B. ANSI/IEEE C62.35 - Standard for Test Specification for Avalanche Junction Semiconductor Surge Protective Devices

C. ANSI/IEEE C62.36 IEEE Standard for Test Methods for Surge Protectors Used in Low-Voltage AC Power Circuits

D. ANSI/IEEE C62.41 2002 Guide for Surge Voltages in Low-Voltage AC Power Circuits Categories A, B, & C and Table 8, High Exposure 6kV/3kA Combination Wave impulse waveform testing

E. ANSI/IEEE C62.45 2002 Guide on Surge Testing for Equipment Connected Low Voltage AC Power Circuits

F. IEEE Standard 142 Recommended Practice for Grounding

G. IEEE Standard 518 Recommended Guide on Electrical Noise

H. IEEE Standard 1100 Recommended Practice for Powering and Grounding Electronic Equipment

I. UL 1449, 4th Edition, Standard for Surge Protective Devices

J. NFPA 70 National Electrical Code

K. NFPA 75 Standard for the Protection of Electronic Computer/Data Processing Equipment

L. NFPA 780 Standard for the Installation of Lightning Protection Systems

M. Military Standard 220A

N. Federal Information Processing Standards (FIPS) Publication 94

O. CCITT Rec. K-I 7 Waveform Specification for Electronic Systems

1.7 QUALITY ASSURANCE

A. Source Limitations: Obtain suppression devices and accessories through one source from a single manufacturer.

B. Product Options: Drawings indicate size, dimensional requirements, and electrical performance of suppressors and are based on the specific system indicated. Refer to Division 01 Section "Product Requirements."

C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

D. Comply with IEEE C62.41, "IEEE Guide for Surge Voltages in Low Voltage AC Power Circuits," and test devices according to IEEE C62.45, "IEEE Guide on Surge Testing for Equipment Connected to Low-Voltage AC Power Circuits."

E. Comply with UL 1449 4th Edition, "Safety Standard for Surge Protection Devices"

1.8 MANUFACTURER QUALIFICATIONS

A. Manufacturer: Company specializing in surge suppression equipment of the type herein specified with a minimum ten years documented experience.

B. Repair: The surge protection device manufacturer shall offer factory repair service and/or replacement for all units. The manufacturer shall provide this service within four working days and provide replacement components shipped to the Owner for installation within the allocated response time.

C. Installation Certification: Submit in the close out documents a letter from the surge protection manufacturer stating that the installation has been inspected by the manufacturer or the manufacturer's representative. The certification letter must state that the installation has been done in accordance with the manufacturers requirements and the warranty is in effect. Submit five copies to the Engineer for review.

1.9 PROJECT CONDITIONS

A. Service Conditions: Rate surge protection devices for continuous operation under the following conditions, unless otherwise indicated:

1. Maximum Continuous Operating Voltage: Not less than 115 percent of nominal system operating voltage.
2. Operating Temperature: 30 to 120 deg F (0 to 50 deg C).
3. Humidity: 0 to 85 percent, noncondensing.
4. Altitude: Less than 20,000 feet (6090 m) above sea level.

1.10 COORDINATION

A. Coordinate location of field-mounted surge suppressors to allow adequate clearances for maintenance.

B. Coordinate layout of all switchgear and panels to allow for the proper installation of the SPD. The SPD shall be located directly beside the breaker that is protecting it to allow for the shortest and straightest connection of the wiring to the device.

1.11 SPARE PARTS

A. Provide 1 complete spare SPD for each type of suppressor installed for Owners use as spares.

1.12 WARRANTY

A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of surge suppressors that fail in materials or workmanship within ten years from date of Substantial Completion.

B. Replacement: Any suppressor which shows evidence of failure or incorrect operation during the warranty period shall be repaired or replaced at no expense to the Owner including labor and materials. Since "Acts of Nature" or similar statements include the lightning threat to which these suppression devices shall be exposed, any such clause limiting warranty responsibility in the general conditions of this specification shall not apply to this section. The warranty shall cover the entire device.

C. Installation: Installation of SPDs on electrical distribution equipment shall in no way compromise or violate equipment listing, labeling, or warranty of the distribution equipment.

PART 2 - PRODUCTS

2.1 SERVICE ENTRANCE SUPPRESSORS

A. Surge Protection Device Description: Modular design with the following features and accessories:

1. Fabrication using bolted compression lugs for internal wiring.
2. Redundant field-replaceable mode level modules.
3. Arrangement with wire connections to phase buses, neutral bus, and ground bus.
4. LED indicator lights for power and protection status.
5. Audible alarm, with silencing switch, to indicate when protection has failed.
6. One set of dry contacts rated at 5 A and 250-V ac, for remote monitoring of protection status. Coordinate with building power monitoring and control system.

B. Peak Single-Impulse Surge Current Rating: (Equal or greater than 3000A main - 400kA per phase), (1600A-2999A main - 300 kA per phase), (400A to 1599A main - 240kA per phase)

C. SPD shall be type 2 rated 20KA or more nominal discharge current (In) and labeled for lightning protection installations.

D. Connection Means: Permanently wired.

E. Protection modes and UL 1449 VPR for grounded wye circuits with voltages of 480Y/277, 208Y/120, 3-phase, 4-wire circuits shall be as follows:

1. Line to Neutral: 1200 V for 480Y/277: 800 V for 208Y/120.
2. Line to Ground: 1200 V for 480Y/277: 800 V for 208Y/120.
3. Neutral to Ground: 1200 V for 480Y/277: 800 V for 208Y/120.

F. Protection modes and UL 1449 VPR for 240/120-V, single-phase, 3-wire circuits shall be as follows:

1. Line to Neutral: 800 V.
2. Line to Ground: 800 V.
3. Neutral to Ground: 800 V.

G. Protection modes and UL 1449 VPR for 240/120-V, 3-phase, 4-wire circuits with high leg shall be as follows:

1. Line to Neutral: 800 V, 800 V from high leg.
2. Line to Ground: 800 V.
3. Neutral to Ground: 800 V.

H. Short Circuit Withstand Rating: The device shall have a short circuit withstand rating identical or higher than the equipment that it is connected. Rating shall be permanently marked on the device.

I. Power Interruption: During normal suppression operation, the unit shall not short circuit or crowbar the power flow that would result in an interruption to the load. Building power shall not require interruption for maintenance.

J. Approved manufacturers:

1. LEA International
2. Advanced Protection Technologies
3. Liebert
4. PQ Protection
5. Switchgear manufacturer

## 2.2 PANELBOARD SUPPRESSORS

A. Surge Protection Device Description: Non-modular, sine-wave-tracking type with the following features and accessories:

1. LED indicator lights for power and protection status.

B. Peak Single-Impulse Surge Current Rating: 80 kA per phase.

C. Protection modes and UL 1449 VPR for grounded wye circuits with voltages of 480Y/277, 208Y/120, 3-phase, 4-wire circuits shall be as follows:

1. Line to Neutral: 1200 V for 480Y/277: 600 V for 208Y/120.
2. Line to Ground: 1200 V for 480Y/277: 600 V for 208Y/120.
3. Neutral to Ground: 1200 V for 480Y/277: 600 V for 208Y/120.

D. Protection modes and UL 1449 VPR for 240/120-V, single-phase, 3-wire circuits shall be as follows:

1. Line to Neutral: 800 V.
2. Line to Ground: 800 V.
3. Neutral to Ground: 800 V.

E. Protection modes and UL 1449 VPR for 240/120-V, 3-phase, 4-wire circuits with high leg shall be as follows:

1. Line to Neutral: 800 V, 800 V from high leg.
2. Line to Ground: 800 V.
3. Neutral to Ground: 800 V.

F. Connection Means: Permanently wired through a 3-P breaker (the size of the breaker shall be as recommended by the SPD manufacturer). The breaker shall be installed in the panelboard and shall be rated with the same electrical characteristics of the panel board.

G. Short Circuit Withstand Rating: The device shall have a short circuit withstand rating identical to the equipment that it is connected. Rating shall be permanently marked on the device.

H. SPD for Kitchen panels shall be installed integral to the panel board. No externally mounted surge is acceptable.

I. Approved manufacturers:

1. LEA International
2. Advanced Protection Technologies
3. Cooper Crouse-Hinds MTL, Inc
4. Liebert
5. PQ Protection
6. Panel board manufacturer.

## 2.3 ENCLOSURES

A. NEMA 250, with type matching the enclosure of panel or device being protected.

## 2.4 COMMUNICATIONS

A. Entrance SPD shall be type 2 rated 20KA or more nominal discharge current (In) and labeled for lightning protection installations.

B. Communication Lines: The following standard for separately mounted telephone and signal line suppressors shall apply. All protectors shall be securely mounted at protected equipment location. All suppressors shall provide common (L-G) and normal (L-L) protection. Suppressors shall be tested in accordance with IEEE C62.45 2002 as a minimum. Protective interfacing with the telephone wire pairs shall be listed to UL 497A.

C. Data Line Protection: Solid state, silicon avalanche diode circuitry for protection from over voltages on long cable runs employing standard RS-232, 9, 15, or 25-pin "D" connectors utilized to interface a remote station with a host CPU. Unit shall have 2 built-in or ribbon cable attached connectors (in and out) and an external ground lug or cable. Connect ground lug or cable to CPU or terminal grounding system with a No. 12 copper green insulated stranded ground wire

as short as possible. Select pins requiring protection based on protected equipment wiring requirements. Protectors shall be designed to be easily installed on multiplex panels with connector spacing at a minimum of 1.0-inch centers.

1. Signal line voltage (max) 15 V peak
2. Leakage at signal voltage <5 mA
3. Voltage protection level 16 V peak
4. Response time 5 nanoseconds or less
5. Impedance per line 40 ohm max.
6. Peak power dissipation 15,000 watts (10/1000 Test Wave form)
7. Temperature range -20° C to +65°C
8. Capacitance:

    a. Data rates <20,000 baud - <2,000 pf
    b. Data rates 20,000 baud to 2 MHz - <100 pf
    c. Data rates >2 MHz to 100 MHz - <40 pf

9. UL 497B listed.
10. Approved Manufacturers: EDCO, Transtector, or Ditek

D. Signal line protection (telephone) - solid state, silicon avalanche diode circuitry for protection from over voltages on 2 or 4 wire signal lines such as balanced pair telephone, metallic pair telephone, buried and overhead field cable, remote radio equipment, and control systems. Unit shall have an external ground lug or wire. Connect ground lug or wire to protected equipment grounding system with a No. 12 green insulated stranded ground wire as short as possible.

| | | |
|---|---|---|
| 1. | L-L & L-G Voltage (peak) | L-L & L-G VPL |
| | 13 | 16 |
| | 27 | 33 |
| | 54 | 67 |
| | 120 | 150 |
| | 160 | 200 |
| 2. | L-L and L-G Leakage @ max L-L and L-G voltage | <5 µA |
| 3. | Response time | <5 nanoseconds |
| 3. | Series impedance (each line) | 33 Ohm max. |
| 4. | Peak power dissipation (L-L) or (L-G) | 15,000 watts (10 x 1000 Test Wave Form) |
| 6. | Temperature Range | -20°C to +65°C |
| 7. | U.L. 497B listed | |
| 8. | Approved Manufacturers: EDCO, Transtector, or Ditek. | |

E. Modem protector for leased lines - solid-state silicon avalanche diode circuitry for non-faulting/non-interrupting protection from over voltages on leased phone lines. Full duplex protection shall be provided for both send and receive channels. Terminals shall be provided for 4-wire leased line input and output to equipment plus ground. Connect ground terminal to equipment ground.

| | | |
|---|---|---|
| 1. | Signal line voltage (max) | 160V peak |
| 2. | Leakage @ signal voltage | 5 µa |
| 3. | Clamp point | 200V peak |
| 4. | Response time | <5 nanoseconds. |
| 5. | Series impedance | 33 Ohm max. |
| 6. | Peak power dissipation | 15,000 watts |
| 7. | Operating Temperature | -20°C to +65°C |

8. Approved Manufacturers: EDCO, Transtector, or Ditek.

F. Modular, twisted pair protection - solid state, silicon avalanche diode circuitry for protection from over voltages on twisted pair data or audio lines. Protectors shall clip mount on 66 punch down blocks furnished with grounding bar or studs and shall be totally enclosed. Units shall be securely mounted at terminal locations where shown and shall be grounded to the main building ground with a minimum No. 8 stranded copper green insulated ground conductor as short as possible. Terminals shall be screw insertion lug type. No crimp fork or ring type permitted.

1. Response time <5 nanoseconds
2. Peak power dissipation (1 ms) 15,000 watts
3. Temperature range -20$^{o}$ C to +50$^{o}$C
4. Maximum voltage protection levels (peak) utilizing a 10 x 1000 µs waveform for normal and common mode protection shall be 240-380V or 45V as indicated on the drawings.
5. Peak repetitive pulse current

   a. 1 x 2 µs - 225 amp
   b. 8 x 20 µs - 150 amp
   c. 10 x 1000 µs –100 amp

6. Approved Manufacturers: EDCO, Transtector, or Ditek.

G. 75 ohm coaxial cable protectors - Solid state, silicon avalanche diode circuitry for non-interrupting over-voltage protection of RG-59/U coaxial cable. Unit shall be provided with one female input connector for "F" series male connector, one output RG-59/U coax cable terminated with an "F" series male cable end connector and A #16 stranded, 18 inch long grounding wire on output end of unit or similar arrangement. Securely mount adjacent to protection equipment and ground to equipment or local building ground if an equipment ground is not available.

1. Normal Operating Characteristics

   a. Voltage 5.8V max
   b. Current 500 ma max
   c. Frequency DC to 10 MHz
   d. Insertion Loss 3.5 dB @ 4 MHz

2. Protection Requirements

   a. Transient suppression level 7.5 v VPL
   b. Transient response <5 nanoseconds
   c. Operating temp -20$^{o}$C to +50$^{o}$C
   d. Energy dissipation 15,000 watts (10X1000 Test Wave)

3. Approved Manufacturers: EDCO, Transtector, or Ditek.

## PART 3 - EXECUTION

### 3.1 INSTALLATION OF SURGE PROTECTION DEVICES

A. Installation at Service and Distribution Panels: Suppressors shall be installed at Service Entrance switchboards or switch-gear as close as practical to distribution equipment to be protected consistent with the available space, however, do not exceed three feet.

B. Installation at Lighting and Appliance Panelboards: The SPD shall be installed as close as practical to the electrical panel or electronic equipment to be protected, consistent with available space. Pre-wired leads shall be field cut to minimize the length between panel connection point. SPD leads shall be routed as straight as possible and as short as possible to the panelboard breaker. In no case shall leads exceed 18” length.

C. Workmanship: SPDs shall be installed in a neat, workmanlike manner. Lead dress shall be consistent with recommended industry practices for the system on which these devices are installed.

D. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

E. Disconnect SPD via circuit breaker connection prior to megger testing of service entrance.

F. Install devices at service entrance on load side, with ground lead bonded to service entrance ground.

G. Install devices for panel board and auxiliary panels with conductors or buses between suppressor and points of attachment as short and straight as possible, but in no case shall the leads be more than 24 inches. Do not exceed manufacturer's recommended lead length, but in no case shall the leads be more than 24 inches. Do not bond neutral and ground.

   1. Provide multipole, 30A (for panelboards) 60A (for service entrance equipment) circuit breaker as a dedicated disconnect for suppressor whether shown on drawings or not. Size shall be as required by the SPD manufacturers installation instructions.

### 3.2 PLACING SYSTEM INTO SERVICE

A. Do not energize or connect service entrance equipment, panelboards, control terminals, or data terminals to their sources until surge protection devices are installed and connected.

### 3.3 FIELD QUALITY CONTROL

A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect equipment installation, including connections.

   1. Verify that electrical wiring installation complies with manufacturer's written installation requirements.
   2. Perform each visual and mechanical inspection stated in NETA ATS, "Surge Arresters, Low-Voltage Surge Protection Devices" Section.

B. Remove and replace malfunctioning units and retest as specified above.

END OF SECTION 26 43 13

# SECTION 27 51 23 – NETWORK INTERCOMMUNICATIONS SYSTEM

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

A. This Section includes reference information for a software based hybrid digital IP intercom with Graphical User Interface (GUI) capable of unlimited stations and compatible with the analog intercom devices/wiring. This is intended to show the general scope of the existing system so that the bidder understands the intent for replacement of the intercom wiring.

B. This section also includes the wiring specifications for the wiring to be replaced as part of this contract. Replace means to remove the existing wiring completely from the building and provide new wiring for the device.

C. The communication system provides a comprehensive communication network between administrative areas and staff locations throughout the facility. Nonvolatile memory stores permanent memory and field-programmable memory. The communication network is interconnected via Fiber over private data network with rack locations and system controllers (Nodes) as shown on the project drawings.

D. The work described herein and on the drawings consists of all labor, materials, equipment, and services necessary and required to provide and test a School Intercom System with Time Program Clock Administrative Communications System (herein referred to as the “Intercom and Master Clock System”). Any material not specifically mentioned in this specification or not shown on the drawings but required for proper performance and operation shall be provided.

E. The drawings and specifications herein comply to the best of the engineer's knowledge with all applicable codes at the time of design. Coordinate/verify (prior to bid) the requirements of the authority having jurisdiction over this project and bring any discrepancies to the engineer's attention at least seven (7) days prior to bid. No changes in contract cost will be acceptable, after the bid, for work and/or equipment required to comply with the authority having jurisdiction.

F. Conduit will provide a pathway for all cables concealed within walls, run in exposed ceiling spaces, run in inaccessible ceiling spaces (Drop ceilings above 11’ in height are also considered inaccessible), run exterior of the building, or subject to physical damage.

G. Circuit routing for this system is not necessarily shown on the project drawings. Provide all raceways, wiring and cabling required for a complete and fully functional system as intended by these specifications. All backbone fiber or cable shall be in conduit, unless noted otherwise. Provide a properly sized, flush mounted outlet box for every device within the wall and a properly sized conduit extended above ceiling and turned into room it serves for each device. Size and route raceways to accommodate the proper installation of the system cabling. T-Tapped cabling shall not be acceptable. In locations where raceway and/or conduit is not accessible after completion of the project, conduit shall be routed from device to device or fire rated access panels shall be installed to provide access to junction and pull boxes. Routing of raceway from device

to device shall only be acceptable where the wiring scheme of the system, as recommended by the manufacturer, requires cable to pass from device to device. Properly terminate each device according to the manufacturer's recommendations. Station/device cabling for this system shall be installed in J-hooks.

H. Coordinate all work with Owner provided PBX and/or telephone system/equipment.

1.3 DESCRIPTION OF SYSTEM

A. Provide a complete School Intercom System with Time Program Clock Modular Administrative Communications System. The system shall include but not be limited to:

1. Sound and communications center equipment rack (s) with; System controller, power supplies, amplifiers, AM/FM radio with C.D. player, and microphone.
2. Remote Nodes interconnected via Fiber.
3. Voice over Internet protocol (VOIP) interface.
4. Classroom speakers
5. Other remote speakers.
6. Call-in switches, call/emergency switches, privacy switches, volume controls.
7. Administrative control station phones.
8. Handsets.
9. GUI
10. UPS system.
11. All associated raceway/outlet system, wire, cable, etc., complete with all basic materials for a completely installed and operating system that meets the intent and requirements of these specifications.
12. Wire and cable labeling.
13. Terminal blocks
14. Terminations
15. Terminal Cabinets
16. Grounding
17. Surge suppression
18. Programming.

B. Systems that are unduly complicated for the average user to operate easily, will not be considered.

C. The Intercom and Master Clock System shall provide for distribution to remote speakers all class change signaling tones.

D. Internal Master Clock shall be included, allowing an unlimited number of events per facility.

E. The system should be capable of automatically playing music between class changes based on the bell schedule.

F. Provide terminal cabinets sized to house terminal strips and surge equipment.

G. Intercom and Master Clock System speakers shall be tapped for individual room requirements. Speakers shall be tapped, main system amplifier sized, and overall system balanced to allow minor system adjustments after installation has been substantially completed. In no instance shall any speaker be tapped to its minimum setting prior to final adjustments. Minimum tap setting shall be reserved for volume adjustment in undersized rooms. In no instance shall any speaker control assembly in the Intercom and Master Clock equipment rack be loaded in excess of eighty percent (80%) of the manufacturers stated full load rating.

H. The Intercom and Master Clock System equipment is to be installed in its own equipment cabinet/rack (s) as shown on the project drawings.

I. The system shall provide a Web User Interface (Web UI) shall allow users to configure and control the system, in accordance with their assigned User Role, from any Web browser enabled PC, Mac, Android or iOS tablet or mobile device.

J. Coordinate all work with Owner provided PBX and/or telephone system/equipment and IT department.

K. Surge Suppression

1. Provide and install all materials, labor and auxiliaries required to furnish and install complete surge suppression for the protection of building electronic equipment systems from the effects of induced transient voltage surge and lightning discharge as indicated on drawings or specified in this section.
2. See Specification Section 16 for surge suppression equipment required for 120 VAC and above circuits.
3. Provide surge suppression equipment at the following locations (Whether shown on drawings or not):

    a. On each conductor pair and cable sheath entering or leaving the building where the associated Node is located.
    b. In other locations where equipment sensitivity to surges and transients requires additional protection beyond that inherent to the design of the equipment. Where equipment being protected has internal surge suppression equipment, the surge protection equipment herein specified is required to be installed in addition to internal equipment protection.

## 1.4 SYSTEM OPERATION

A. The system shall provide, as a minimum, the following functions:

1. Provide unlimited simultaneous paging calls.
2. Provide 2-way voice communication directly between any administrative control station and any remote speaker, another administrative control center, or any remote classroom handset.
3. Attendant Console will receive all classroom calls and be able to extend, hold, or announce the call. Any location initiating a call will display the calling room number on a Color Touch Display.
4. The system shall provide for field-programmable three-, four-, five-, or six-digit alphanumeric architectural station numbers.
5. There shall be unlimited schedules with unlimited programmable events per facility. It shall be possible to assign each schedule to a day of the week or to manually change schedules from an authorized user via a web-based UI
6. Call origination shall require only the momentary depression of the call origination switch, which will sound a tone at the Attendance Console and display on the GUI.
7. Eight inch speakers shall be provided in each classroom, staff area, administrative area, hallways, common areas and where shown on plans.
8. Weatherproof horn speakers shall be provided around the outside of the building where shown on plans.
9. System amplifiers shall be capable of providing sufficient volume for emergency paging of all speakers with a 20 percent reserved capacity for future expansion.

10. A user programmable clock shall be incorporated into the system, which will provide a unlimited schedules. The Internal Clock shall activate tone generator for all class change signals. Class change signals shall sound as chimes over inside speakers and tones through outside speakers.
11. A Media player with Bluetooth receiver and CD/AM-FM tuner unit shall be provided as part of the program distribution system.
12. All control equipment shall be installed in 19 inch rack cabinets and located where shown on plans.
13. The communications switch (s) shall control all inner school telephone communication. It shall utilize solid-state sensing logic and provide complete dial tone, automatic ringing and busy signal facilities. Unit shall decode all dial functions using standard dual-tone dial phones with 90 volt standard straight line ringers or as provided by the manufacturer.
14. The Attendant console/administrative phones shall be located where indicated on the plans and shall be used for both public and inner school communication. Only those options which are programmed will be available from the administrative phones.
15. The Attendant Console shall be equipped with a high visibility 7” touch screen display for displaying the incoming staff station calls. Call holding shall be possible for intercom calls as well as, call transferring of intercom calls to any call-in location in the system.
16. Amplified two-way voice communication shall be available from any dial phone in the system through any speaker in the system. This allows hands free communication to any classroom. A warning tone shall sound, and continue to sound at regular intervals, when speaker monitoring is active.
17. Emergency announcements - at a preset volume level, to all system speakers, regardless of speaker activity status, from any of the specified administrative phones by the use of a handset, or external microphone at one of the indicated locations. The emergency operation shall bypass all other control functions and shall override all other programs.
18. The system shall provide a call announce tone.
19. The system shall provide pre-selective access to "zone" and "all page" functions. This feature will prevent unauthorized paging from administrative control stations.
20. System shall be capable of receiving calls from either remote call-in button or remote classroom handset.
21. Bus Loading:

    a. Provide call-in, and two-way voice communication from bus loading to any administrative control station.
    b. Provide equipment, wiring, and conduit for this function complete including speakers and W.P. handset at bus loading area. Provide speakers as required for proper coverage.

22. The system shall incorporate all necessary circuitry to provide volume control of selected administrative speakers as indicated on plans. Volume control shall be capable of silencing all incoming calls.
23. Provide rack mounted UPS:

    a. The system shall provide operation of intercommunication functions during loss of AC power per SREF for use as a Protective signaling system. Provide a 1500 VA U.P.S. system at each rack or node
    b. The user programmable functions will be protected by a manufacturer supplied battery with a life expectancy of at least ten years.

## 1.5 SUBMITTALS

A. Product Data: For the following:.

1. System Controller/Server.
2. Analog Station Bridge
3. Matrix Mixer
4. Input/Output controller
5. Speakers (interior and exterior)
6. Admin Phone and handsets
7. Microphone stations.
8. Call-switch units.
9. Volume Controls
10. Intercommunication amplifier.
11. Media player
12. Surge Suppression Detection Devices
13. Wire
14. Cabinets and enclosures
15. Network equipment - Racks, Patch panels, Switches, UPS, plug strip, wire management

B. Shop Drawings:

1. Wiring Diagrams: Power, signal, and control wiring. Include the following:

   a. Identify terminals to facilitate installation, operation, and maintenance.
   b. Single-line diagram showing interconnection of components.
   c. Cabling diagram showing cable routing.

2. Submit installation/layout shop drawings on the intercom systems as a whole, showing the interrelationship and position of all components indicating the following:

   a. All speaker locations
   b. The transformer tap value for each speaker
   c. A consolidated load calculation for each building with a grand total for the entire project. If the grand total for the entire project exceeds eighty percent (80%) of the rating of the amplifiers, increase amplification to a level equal or greater than total system load plus twenty-five percent (allowing five percent final adjustment plus twenty percent future headroom).
   d. Submit a components identification schedule indicating numbers and/or colors of the identification system and the corresponding component, conduit, or wire.
   e. Submit a detailed step by step testing procedure for a component by component system functional checkout and test.
   f. Submit point to point wiring diagrams and block diagrams of system to be installed.
   g. Manufacturer's drawings showing all dimensions (height, width, and depth) for all cabinets used to house system components. Provide catalog pages, mounting details and specification sheets for all system components and rough-in boxes.
   h. Indicate layout of equipment mounted in racks and cabinets, component interconnecting wiring, and wiring diagrams of field wiring to speakers and remote input devices (where applicable).
   i. Provide rack elevation drawings showing all equipment.
   j.

C. Qualification Data: For Installer.

D. Field quality-control test reports.

E. Operation and Maintenance Data: For intercommunication equipment to include in emergency, operation, and maintenance manuals.

1. In addition to items specified in Division 1 Section "Operation and Maintenance Data," include a record of Owner's equipment-programming option decisions.
2. Service manuals for each and every major equipment item furnished.

## 1.6 STANDARDS, CODES, REFERENCES, AND REGULATORY REQUIREMENTS

A. The equipment and installation shall comply with the current or applicable provisions of the following standards:

1. All applicable requirements of EIA/TIA.
2. All applicable requirements of Federal Communications Commission.
3. National Fire Protection Association Standards:
4. NFPA 70 National Electrical Code
5. NFPA 72 National Fire Alarm Code
6. NFPA 101 Code For Safety to Life from Fire in Buildings and Structures
7. U.L. 13 - Power-Limited Circuit Cables
8. U.L. 444 - Communications Cables
9. U.L. 497 - Protectors for Paired Conductor Communication Circuits
10. U.L. 497A - Secondary Protectors for Communication Circuits
11. U.L. 497B - Protectors for Data Communication and Fire Alarm Circuits
12. U.L. 813 - Commercial Audio Equipment
13. U.L. 910 - Test for Flame-Propagation and Smoke-Density Values for Electrical and Optical-Fiber Cables Used in Spaces Transporting Environmental Air
14. U.L. 1449 - Transient Voltage Surge Suppressors
15. U.L. 1581 - Reference Standard for Electrical Wires, Cables, and Flexible Cords
16. U.L. 1666 - Test for Flame Propagation Height of Electrical and Optical-Fiber Cables Installed Vertically in Shafts
17. U.L. 1685 - Vertical-Tray Fire Propagation and Smoke Release Test for Electrical and Optical-Fiber Cables
18. U.L. 1778 - Uninterruptible Power Supply Equipment
19. Florida Building Code
20. Florida Fire Prevention Code

## 1.7 QUALITY ASSURANCE

A. Installer Qualifications:

1. Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.
2. The person who supervises the work under this section shall have at least 5 years of successful installation experience on projects with intercom systems installation work similar in scope and complexity to that required for this project.
3. Company specializing in installing the products specified in this section with minimum five (5) years experience.
4. The Installer shall be currently licensed by the Electrical Contractors' Licensing Board as a Certified Alarm System Contractor I (EF) or a Statewide, Low Voltage System Specialty Contractor (ES-069).
5. The installing Contractor shall be a direct sales division of, or the authorized and designated distributor for, the existing Intercom and Master Clock System manufacturer.
6. Installing Contractor shall maintain a local staff of specialists, including a Superintendent, for planning, installation, and service.
7. The installing Contractor shall maintain an office with license within seventy-five (75) miles of the project with capability to provide emergency service.

B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

1.8 WARRANTY

A. Warrant the equipment to be new and free from defects in material and workmanship, and will, within one year from date of acceptance by owner, repair or replace any equipment found to be defective.

1. No charges shall be made by the installer for any labor, equipment, or transportation during this period to maintain functions.
2. Respond to trouble call within twenty-four (24) hours after receipt of such a call.

B. Guarantee all wiring and raceways to be free from inherent mechanical or electrical defects for one (1) year from date of final acceptance of the system.

C. Surge Suppression

1. All surge suppression devices shall be warranted to be free from defects in materials and workmanship for a period of five (5) years.
2. Any suppressor which shows evidence of failure or incorrect operation during the warranty period shall be repaired or replaced by the manufacturer and installer at no cost to the Owner.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Bogen Communications International, Inc.

2.2 GENERAL EQUIPMENT AND MATERIAL REQUIREMENTS

A. All equipment shall be new and unused. All components and systems shall be designed for uninterrupted duty. All equipment, materials, accessories, devices, and other facilities covered by this specification or noted on the contract drawings shall be the best suited for the intended use and shall be provided by a single manufacturer.

B. The control equipment submitted for this project shall be a standard product by the manufacturer for at least a year at time of bid. If requested, a letter from the Manufacturers representative shall be provided verifying the length of time that a product has been in distribution. “Beta” or other un-commissioned products will not be accepted.

C. Provide all components, equipment, parts, accessories and associated quantities required for a complete installation and to perform all functions and/or features included in this section of the specifications even though not specifically noted or specified herein. All components may not be specified herein.

D. All devices/components/products shall be suitable for use intended, and meet all stated performance requirements for Intercom and Master Clock System specified in this section.

E. All equipment and devices shall be listed and labeled by a Nationally Recognized Testing Laboratory (NRTL) such as UL or ETL.

F. See section 27 26 26 “Data Communications Integration” for communications cabling, fiber and network requirements.

## 2.3 RACEWAYS AND BOXES

A. General:

1. All raceways and boxes (conduit, wireways, pullboxes, outlet boxes, et.) shall comply with applicable requirements of sections within Division 26 of these specifications.
2. All raceways (conduit, wireways, pull boxes, outlet boxes, etc.) shall comply with all requirements of the manufacturer of the intercom system.
3. Conduit: Comply with Section 16 except as noted below:

   a. Pull Cords: Install pull cords in all raceway runs that are installed without cable.
   b. Size: Minimum size shall be 1/2" conduit.

## 2.4 J-hooks

A. Provide size as required for cables, with a maximum fill of 50% cross-area.

B. Provide mounting/fastener type as required for installation.

## 2.5 CALL IN SWITCH

A. The call-in switch shall consist of a single pushbutton mounted on a high-impact face plate for mounting to a standard, flush or surface mounted, single gang electrical box. The button shall be of the momentary contact type providing a single closure while depressed. The wall plate shall bear the designation PRESS TO CALL. Exterior call-in buttons shall be mounted in cast W.P. backbox.

B. The momentary Call Switch shall be capable of placing a combination of Normal/Urgent/Emergency Calls based on the software configuration of the Call Switch.

C. Basis of Design: Bogen CA15C

## 2.6 SPEAKERS - INTERIOR

A. The loudspeaker shall be furnished and installed as indicated on the plans. The loudspeaker shall be eight inch (20 cm), seamless cone type. The ceramic magnet shall weight at least 4.8 ounces (134 grams). The frequency range shall be from 95 to 20,000 Hz. The normal wattage shall be 8 watts. The voice coil diameter shall be 3/4" (2 cm) and the impedance 8 ohms.

B. The loudspeaker shall be equipped with a universal matching transformer suitable for use on a 25-volt output line with taps at ¼, 1/2, 1 or 2 watts or a 70-volt output line with taps at ¼,1/2, 1, 2 or 4 watts.

C. The Flush Ceiling assembly shall be fully enclosed and constructed of industrial grade steel. It shall be comprised of a damped high-compliance factory mounted 8” loudspeaker. Output shall be 94dB @1 watt/1 meter (min).

D. Surface Mount Vandal - Resistant Speaker Assemblies shall be mounted in a vandal-proof backbox complete with cast-aluminum baffle, all finished in baked white epoxy finish.

E. Design Criteria:

1. Ceiling Speakers

a. Bogen Communications, Inc CSD2X2U or equal

2. Surface Mount Vandal Resistant Speakers

a. Bogen Communications, Inc S86T725 Speaker with SGHD8 Grill and BBSM6 (Surface)/BBFM6 (Flush) Back Box or Equal

3. Existing Flush Wall Mount Speakers

a. Bogen Communications, Inc S86T725 Speaker with Lowell grill JG-8X – 12 white grill with black subplate

2.7 HORNS - WIDE OPEN AREAS

1) Weatherproof Wide Angle Paging Projectors shall be furnished and installed as indicated on the plans. Each unit shall have a power rating of 30 watts full range. The frequency range shall be 300 to 12,000 Hz.
2) The trumpet shall have a screwdriver adjustable switch which can be set externally to select 15, 7, 3.7, 1.8 watts on a 25-volt line. The sound pressure shall be 109 dB at 1M with 30 watts input and the dispersion 70° x 95°.
3) External connections shall be to screw terminals. The terminal housing and transparent cover shall function together as a cable strain relief. The trumpet shall be provided with a three-way adjustable mounting bracket. The assembly weight shall not exceed 9 pounds.
4) Design Criteria:Rauland-Borg Model #3603, Atlas sound APC-30T or Bogen KFLDS30T

2.8 SPEAKERS – EXTERIOR OF BUILDING

A. Exterior flush or surface mounted speaker with water-sealed and durable cast housing to withstand vandalism, moisture, corrosion, and vibration.

B. Continuous power taps for 0.9, 1.8, 3.6, 7 and 15 watt applications. Unit shall provide 104 dB at 1 watt from 1 meter away.

C. Frequency response 600Hz to 14 K HZ

D. Bass of design: Bogen FMH15T.

2.9 WIRES/CABLES

A. General

1. Provide all wiring, cabling, etc. required for interconnection of equipment and connection from equipment to speakers as required for a complete and operational system.
2. Provide outdoor rated cable where installed in wet locations, in underground raceway, or between buildings.
3. Provide additional pairs of wires where required for volume control priority relay override.

B. Cable

1. Non-plenum Rated

a. ASTM tinned copper, two (2) pair (one (1) twisted pair, (1) shielded twisted pair) cable, 22 AWG solid, shielded pair with 22 AWG solid drain wire.
b. Shielded pair to be 100% coverage of aluminum polyester foil with TC drain wire.
c. PVC insulation on individual conductors.
d. Overall 75 degree C PVC jacket.
e. UL listed NEC type CMR.
f. Shall meet 300 volt requirements as specified in Section 800-179 of the NEC
g. Comply with UL 1666 Vertical Shaft (Riser) flame test.
h. Construct in accordance with UL 444.
i. Manufacturer: West Penn #355.

2. Plenum Rated

a. ASTM bare copper, two (2) pair (one (1) twisted pair, (1) shielded twisted pair) cable, 22 AWG solid, shielded pair with 22 AWG solid drain wire.
b. Shielded pair to be 100% coverage of aluminum polyester foil with TC drain wire.
c. PVC insulation on individual conductors.
d. Overall flexible plenum jacket.
e. UL listed NEC type CMP.
f. Shall meet 300 volt requirements as specified in Section 800-179 of the NEC
g. Comply with UL 910 Test and Modified ASTM Steiner Tunnel Test.
h. Construct in accordance with UL 444.
i. Manufacturer: West Penn #25355B.

3. Outdoor Rated

a. ASTM tinned copper, two (2) pair (one (1) twisted pair, (1) shielded twisted pair) cable, 22 AWG solid, shielded pair with 22 AWG solid drain wire.
b. Shielded pair to be 100% coverage of aluminum polyester foil with TC drain wire.
c. Cable shall be of waterblocked construction.
d. PVC insulation on individual conductors.
e. Overall 105 degree C sunlight and moisture resistant jacket.
f. UL listed NEC type CM.
g. Shall meet 300 volt requirements as specified in Section 800-179 of the NEC
h. Comply with UL 1581 Vertical Tray Flame Test.
i. Construct in accordance with UL 444.
j. Manufacturer: West Penn #AQC355.

2.10 TERMINATION BLOCKS

A. 66 Type:

1. General:

a. Unit to be MI-50 type punch down block.
b. UL listed.
c. Sized for 50 pair, 14 AWG through 26 AWG conductors.
d. Impact resistant molded housing.
e. Mounting feet.
f. Basis of Design: Reliance #R66M150 or EDCO #TBLK.

2. Units with surge suppressor:

a. Provide unit as specified above with Ground Rail, EDCO #MGB or equal.

2.11 SURGE SUPPRESSION

A. Must be U.L. 497B listed and labeled.

B. Multi-stage hybrid protection circuit for call-in circuits, and power circuits. Single stage is acceptable for speaker circuits.

C. Plug-in replaceable modular design or individually mounted units.

D. Fail short/fail safe.

E. Surge capacity: 500 amp with 10 x 700µs waveform.

F. Clamp voltage: 150% of circuit peak operating voltage with 100 amp 10 x 700µs waveform.

G. Maximum continuous operating voltage: 125% of peak operating voltage, minimum.

H. Manufacturers:

1. Atlantic Scientific DLM Series.
2. EDCO #OPX Series, COHP Series, and P264 Series.
3. EDCO HSP-121A series or equal for 120V power to all equipment:
4.

2.12 TERMINATIONS

A. Provide terminals sized for circuits required on project.

B. Where surge suppression modules are for mounting on 'M' block assembly, provide M block assembly complete with grounding system that mates with surge suppression equipment.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Wiring Method: Install wiring in raceways except within consoles, desks, and counters. Conceal cables and raceways except in unfinished spaces.

B. Wiring within Enclosures: Bundle, lace, and train conductors to terminal points with no excess. Use lacing bars in cabinets.

C. Separation of Wires: Separate speaker-microphone, line-level, speaker-level, and power wiring runs. Install in separate raceways or, where exposed or in same enclosure, separate conductors at least 12 inches (300 mm) for speaker microphones and adjacent parallel power and telephone wiring. Separate other intercommunication equipment conductors as recommended by equipment manufacturer.

D. Splices, Taps, and Terminations: Arrange on numbered terminal strips in junction, pull, and outlet boxes; terminal cabinets; and equipment enclosures.

E. Identification of Conductors and Cables: Color-code conductors and apply permanent typed wire and cable identification tags to all wires and cables so they identify both ends of the cable.

F. Engraved laminate labels shall be installed on racks. See division 26 identification for additional information.

G. Weatherproof Equipment: For units that are mounted outdoors, in damp locations, or where exposed to weather, install consistent with requirements of weatherproof rating.

H. Special Requirements for Cable Routing and Installation:

1. The majority of speaker wiring within buildings will be installed above ceilings. All cabling used throughout this project shall comply with the requirements outlined in the National Electrical Code (NEC) Article 760. All cabling shall bear CMP and/or appropriate markings for the environment in which they are installed.
2. Sealing of openings between floors, through rated fire and smoke walls, existing or created by this scope of work for cable pass through shall occur under Division 07 Section “Firestopping. Any openings created by or for this scope of work and left unused shall also be sealed under Division 07 Section “Firestopping”.
3. Repair of surfaces, including painting, shall be included as necessary for any damage as a result of this work.
4. Maintain proper separation between Intercom and Master Clock System cables and all power and/or unshielded cables, as required to prevent noise, crosstalk, etc.

3.2 PATHWAY

A. General

1. Provide and install raceway for all surface mount speaker installations to non-exposed location, penetrations of fire rating assemblies/walls/etc., where exposed to damage, exterior locations, underground locations, interconnection of nodes, or any combination thereof, for all backbone cables, and all areas required by applicable codes and standards or as otherwise noted/required in these specifications.

2. Where acceptable to authority having jurisdiction and all applicable codes/standards, cables above accessible ceilings may be run without raceways provided complete installation complies with all applicable codes/standards. Proper cable type, sleeves, firestopping, and support hardware must be utilized.
3. All raceways shall terminate at point within 12 inches of termination point terminal block with appropriate grounding bushing.
4. Raceway shall not be shared by power or any other electrical wiring that is not part of the low voltage Intercom and Master Clock Systems.

B. Horizontal Cable Pathway

1. Sleeves

a. Install rigid steel conduit sleeves with bushings on both ends at penetration of all walls above ceilings. Stub-out each side of wall a minimum of 12 inches.
b. Size sleeves as required by the NEC for cable installed, but in no case shall sleeve be less than 2 inch diameter, nor smaller than that required by "d)" below.
c. Sleeve size shall not be smaller than that required by EIA/TIA-569, Table 4.1-1, "Conduit Sizing."
d. Seal all penetrations through fire or smoke rated walls to maintain wall rating in accordance with UL fire resistance directory.

2. Cable Support

a. Install J-hooks located 48 inches to 60 inches on center above accessible ceiling areas for cable support.
b. Where large quantity of cables are congested in an area such as near node, provide/install special supports designed to carry weight.
c. Size shall be as required to provide for cables installed plus 50% spare and still not exceed rating of support device.
d. Tie all cables to bridle ring at all bends with ties approved for use.

3. IDF/MDF Termination Locations

a. Install vertical wireway from within 12 inches of all termination blocks to ceiling space.
b. Size wireway as required for cables and meet percent fill requirements of applicable codes/standards.
c. Provide bushings on each end of wireway.

## 3.3 TERMNATION CABINETS

A. Terminal cabinets shall be installed secure to wall with top of cabinet at 6’ above floor.

B. Install termination cabinets plumb, and attach securely to building wall at each corner.

C. Mark all cabinets with the legend "Intercom System" under the provisions of Section 26.

## 3.4 SPEAKERS

A. Provide all required mounting hardware and/or accessories. In general, all speakers shall be flush mounted in the wall. Wireway speaker cannot be recessed; install surface speaker assembly.

1. Speakers mounted in acoustical tile ceilings shall have an integrated support bridge.

B. Mount exterior speakers flush in wall at locations shown on drawings. Mount between 80” to 96”. Confirm mounting height with AE prior to installation.

C. Connect speakers together so that no speaker circuit exceeds either five speakers or 3.5 watt load.

D. Connect speaker circuits and program speaker circuits to form the following zones:

1. Classrooms
2. Corridors
3. Exterior
4. Administrative
5. Multipurpose
6. Media Center
7. Spare
8. Spare

E. Each speaker circuit shall have a separate, splice-free cable homerun to the termination block in the local Terminal Cabinet.

## 3.5 SURGE SUPPRESSION

A. General

1. Provide and install surge suppression devices as specified for each Intercom and Master Clock System circuit conductor that exits the building associated with the intercom system (not shown specifically on drawings).
2. Provide surge protection for all 120V power feeds to intercom equipment.
3. Extreme care shall be taken to assure a properly surge protected system.
4. Surge protection equipment must be selected to match the equipment being protected including wire sizes, operating volts, amps, and circuit impedance.
5. Installation of surge protection equipment and its grounding must be per manufacturer's recommendations to assure short and proper ground paths.

B. Equipment Installation

1. Install surge suppression equipment per manufacturers recommendation at each wire terminal as noted under Part 1.
2. Install in surge suppression equipment terminal cabinets, etc. as required to facilitate installation of surge protection equipment and terminal points. Increase size of terminal cabinets (from that shown on drawings) to size required to facilitate installation of surge suppression equipment and terminal blocks.
3. Locate surge suppression equipment in terminal cabinet nearest the associated node equipment rack.
4. Surge suppression equipment grounding.

    a. Connect each surge suppressor to local ground bus in terminal cabinet with wire sized as recommended by manufacturer. Where "M" block type terminations/surge suppressors are used, bond ground rail to local ground bar with wire as recommended by manufacturer.

5. Conductors.

a. Do not bundle unprotected conductors with protected conductors.
b. Conductors shall be kept as short as possible.
c. Conductors shall be secured at 12" intervals with an approved copper clamp.
d. Grounding conductors shall be properly connected to the building service ground by approved clamps.

6. Grounding Connectors

a. Connectors, splicers, and other fittings used to interconnect grounding conductors, bond to equipment or grounding bars, shall be approved by NEC or U.L. for the purpose.
b. All connectors and fittings shall be of the compression crimp.

3.6 CABLE/WIRE

A. Splice cable only at terminal block units.

B. Make cable shields continuous at splices and connect speaker circuit shield to equipment ground only at building surge protection devices and at amplifier and/or as otherwise required by applicable codes.

C. Install input circuits in separate cables and raceways/pathways from output circuits.

D. Install all cables no closer than 12" from any wire/cable installed for Premise Distribution System, power system cable/raceway, or fluorescent/ballasted light fixtures.

E. Leave 12 inches excess cable at each termination at speaker and termination blocks.

F. Leave 6 feet (2 M) excess cable at each termination at system equipment/rack.

G. Provide protection for exposed cables where subject to damage.

H. Support cables above accessible ceilings to keep them from resting on ceiling tiles. Use J-hooks to support cables. Do not share J-hooks of Premise Distribution System. Provide quantity of J-hooks as required to provide 50% spare capacity at all J-hooks.

I. Connect speakers to local 66 type terminal blocks at local Node using Intercom and Master Clock System horizontal copper shielded cable.

J. Connect 66 type terminal blocks to main distribution type terminal blocks at node using Intercom and Master Clock System copper backbone cable. Size conductor for voltage amp/load. Provide quantity of pairs of conductors as required to comply with speaker circuiting and volume control priority relay circuiting as specified herein.

K. Connect main distribution 66 type terminal blocks at node to Intercom and Master Clock System equipment using Intercom and Master Clock System horizontal copper shielded cable, pairs as required.

L. Install appropriate cable to match application, i.e., plenum, riser, etc. All cables shall bear CMP and/or appropriate marking for the application in which they are installed.

M. Label cable at both ends indicating the originating and terminating location of each end. This labeling/identification shall be fully documented in as-built (record) drawings.

3.7 GROUNDING

A. Ground cable shields and equipment to eliminate shock hazard and to minimize ground loops, common-mode returns, noise pickup, cross talk, and other impairments.

B. Signal Ground Terminal: Locate at main equipment cabinet. Isolate from power system and equipment grounding.

C. Connect each Equipment rack to "systems" ground bus with #6 green insulated copper ground wire.

D. Connect metal conduit (via grounding bushing) to "systems" ground bus.

E. Connect cable shields to "systems" ground busbar.

F. Connect surge suppression equipment to "systems" ground busbar.

3.8 FIELD QUALITY CONTROL

A. Test per applicable sections of these specifications.

B. Perform a complete, functional, component by component test of the entire Intercom and Master Clock System. Provide a detailed step by step testing procedure which is unique to this project, reflecting the type of system and the number and location of all components.

C. Demonstrate the proper operation of each component in the system.

D. Measure and record sound power level at the following locations:

1. Multi-building Campus: Measure at least one speaker per floor in each building. Speaker is to be speaker that is furthest from central equipment.

END OF SECTION 27 51 23