Specifications for:

**MISCELLANEOUS MECHANICAL REPAIRS AND BAS REPLACEMENT**

Blinn College District

902 College Ave.
Brenham, Texas 77833
Dr. Mary Hensley, Ed. D.
Chancellor of the Blinn College District/CEO

February 28, 2022

By:

JonesDBR

MEP

9990 Richmond Ave, South Building, Suite 310
Houston, TX 77042
Phone: (713)914-4333

Blinn College District Project Number: 2021.BY.002.2
1.1 DESIGN PROFESSIONALS OF RECORD

A. Plumbing Engineer:
   1. Erik M. MacDonald, PE
   2. TX 105068
   3. Responsible for Division 22.

B. HVAC Engineer:
   1. Erik M. MacDonald, PE
   2. TX 105068
   3. Responsible for Division 23.

C. Electrical Engineer:
   1. Erik M. MacDonald, PE
   2. TX 105068

END OF DOCUMENT 000107
1.1 LIST OF DRAWINGS

A. Drawings: Drawings consist of the Contract Drawings and other drawings listed on the Table of Contents page of the separately bound drawing set titled Issue for Bid, dated February 28, 2022, as modified by subsequent Addenda and Contract modifications.

B. List of Drawings: Drawings consist of the following Contract Drawings and other drawings of type indicated:

1. M0.01 – MECHANICAL SYMBOL LEGEND
2. M2.01C – LEVEL 1 MECHANICAL PLAN – BLDG C
3. M2.02C – LEVEL 1 MECHANICAL PLAN – BLDG C
4. M2.01D – LEVEL 1 MECHANICAL PLAN – BLDG D
5. M2.02D – LEVEL 1 MECHANICAL PLAN – BLDG D
6. M2.01G – LEVEL 1 MECHANICAL PLAN – BLDG G
7. M2.02G – LEVEL 1 MECHANICAL PLAN – BLDG G
8. M2.01H – LEVEL 1 MECHANICAL PLAN – BLDG H
9. M2.02H – LEVEL 1 MECHANICAL PLAN – BLDG H
10. M7.01 – MECHANICAL CONTROLS
11. M7.02 – MECHANICAL CONTROLS
12. M7.03 – MECHANICAL CONTROLS

END OF DOCUMENT 000115
REQUEST FOR PROPOSAL #189

Blinn College District invites qualified firms to submit Competitive Sealed Proposals for:

**MECHANICAL CONTRACTOR SERVICES**  
Bryan Campus Building Automation System Upgrades

Proposals will close on:

**March 29, 2022 @ 2:00 PM C.D.T.**

Sealed Proposals must be submitted to the following location with the RFP # in the lower left corner of the envelope.  
*Faxed and e-mailed qualifications will not be accepted.*

**Mail Proposals to:**  
Blinn College District Purchasing  
902 College Avenue  
Brenham, Texas 77833

**Deliver Proposals to:**  
Blinn College District Purchasing  
902 College Avenue – Arts & Science 203  
Brenham, Texas 77833

RFP # 189  
Competitive Sealed Proposals for Mechanical Contractor Services – Building Automation System Upgrades at Blinn College in Bryan

Proposals that arrive after the closing date and time will be rejected. Time/date stamp clock in the Purchasing Department shall be the official time of receipt. Responses received in the Purchasing Department after submission deadline shall be returned unopened and will be considered void and unacceptable. Mailing of a Proposal does not ensure that the RFP will be delivered on time or delivered at all. The proposer (not the college mail system) is solely responsible for ensuring the RFP is received prior to the closing date and time. **Delivery at any other campus location or any other department is unacceptable.**

Blinn College District reserves the right to reject any and/or all RFP’s, to award contracts as may appear advantageous to the Blinn College District, and to waive all formalities in offering.

*Ross Schroeder – Director of Purchasing*
Blinn College District, a Junior College District of Washington County is receiving competitive sealed proposals for Mechanical Contractor services for Building Automation System Upgrades on the Blinn Campus in Bryan, Texas. The selection of the Mechanical Contractor will be in compliance with the provisions of the Texas Educational Code Section 44.031 and consist of the one-step process set forth in Section 2269 of the Texas Government Code.

1. Response to Request for Competitive Sealed Proposals

Respondents are required to provide detailed written responses to this RFP no later than March 29, 2022 @ 2:00 PM C.D.T. Responses must be delivered to the Blinn College District, Purchasing Department, 902 College Avenue Brenham, Texas 77833. Responses received after this date will not be considered or accepted.

Written responses shall address each requirement identified in this RFP. Failure to provide all requested information will be considered an incomplete response. Blinn College District reserves the right to reject any or all proposals and to accept any proposal deemed as providing the best value to the Blinn College District. Blinn College District shall rank the respondents in the order that they provide the “best value” for the College based on the published selection criteria and on the ranking evaluations. Interviews of General Contractor firms may follow at the Owner’s option.

Respondents are required to submit one (1) bound (8 ½” x 11” format) copies and one (1) electronic copy (USB flash drive or Disk) of the proposal statement.

Questions regarding the project and this Request for Proposals are to be directed to:

Ross Schroeder
Blinn College District
Director of Purchasing
902 College Ave.
Brenham, Texas 77833
Phone: 979-830-4118
Email: Ross.Schroeder@Blinn.edu
## RFP #189 Calendar

<table>
<thead>
<tr>
<th>Date/Time</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>March 1, 2022</td>
<td>Advertisement #1</td>
</tr>
<tr>
<td>March 8, 2022</td>
<td>Advertisement #2</td>
</tr>
<tr>
<td>March 11, 2022, 11:00 am</td>
<td>Pre-Proposal Meeting</td>
</tr>
<tr>
<td></td>
<td>Blinn-Bryan Campus</td>
</tr>
<tr>
<td></td>
<td>Building G, Room 107</td>
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<tr>
<td></td>
<td>2423 Blinn Blvd</td>
</tr>
<tr>
<td></td>
<td>Bryan, TX 77802</td>
</tr>
<tr>
<td>March 21, 2022, 5:00 pm</td>
<td>Last day and time to submit email inquires</td>
</tr>
<tr>
<td></td>
<td>Submit to: <a href="mailto:Ross.Schroeder@Blinn.edu">Ross.Schroeder@Blinn.edu</a></td>
</tr>
<tr>
<td>March 24, 2022</td>
<td>Addenda issued, if any, communicated by e-mail</td>
</tr>
<tr>
<td>March 29, 2022, 2:00 p.m.</td>
<td>Deadline for Submission, RFP #189</td>
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<tr>
<td></td>
<td>Blinn College District Purchasing</td>
</tr>
<tr>
<td></td>
<td>Attn: Mr. Ross Schroeder, Director of Purchasing</td>
</tr>
<tr>
<td></td>
<td>902 College Ave. Brenham, Texas 77833</td>
</tr>
<tr>
<td>April 5, 2022</td>
<td>Submit Agenda Item to Administration</td>
</tr>
<tr>
<td>April 19, 2022</td>
<td>Recommendation of selected firm to the Board of Trustees for approval</td>
</tr>
</tbody>
</table>
2. Scope of Work

A. The scope of work for the project will include the following, as illustrated, and described within the Contract Documents issued by JonesDBR Engineering, LLC.:

B. Base Bid: The project is a miscellaneous mechanical repairs and BAS upgrades. The scope includes, but is not limited to, demolition and reinstallation of a building automation system (BAS) control system, rework/repair of existing mechanical insulation and equipment, electrical in Building “C” and Building “D”.

C. Alternate Bids: Alternate 1 bids shall include a full replacement in Building “H” as outlined in documents. Alternate 2 bids shall include a full replacement in Building “G” as outlined in documents.

Project Schedule:
The anticipated schedule will allow submittals and procurement to commence with the execution of the construction contract and will allow construction to commence on May 16, 2022. The success of this project relies on completion of all construction by July 31, 2022.
3. Evaluation Criteria and Selection Process

Proposal Evaluation Criteria and Requirements

All proposals will be evaluated based on the criteria listed below by the evaluation committee. The committee shall consist of individuals who have knowledge or experience of the subject matter in the RFP; or beneficiaries and/or users of the RFP’s subject matter.

1. Qualifications, Experience, & Reputation (30 pts.)
   
   A. Provide your company profile including history, company principals, number of employees, annual revenues, date the company was established, and any lawsuits/liens within the past five years in accordance with the format included in this RFP.
   
   B. Provide a list of five (5) completed projects within the last five (5) years, which are similar/relevant to the project under this RFP in accordance with the format included in this RFP.
   
   C. Relevant Client References – Provide three (3) references of completed projects within the last five (5) years, which are similar/relevant to the project under this RFP in accordance with the format included in this RFP.

2. Proposed Lead Personnel (20 pts.)
   
   A. Provide a list of all your proposed personnel indicating the position they will hold within the project and their years of experience as it relates to this project.
   
   B. Provide an organization chart that depicts all your lead personnel. Include current domicile location for each person and employment duration with the firm.
   
   C. Provide resumes for all your lead personnel.
   
   D. Indicate where the office providing the services under this RFP is located.
   
   E. Indicate if any of the lead personnel are in a different office and the location of that office.
   
   F. List any current projects that your lead personnel are currently participating.

3. Ability to meet Project Completion Timeline (15 pts.)
   
   A. Indicate in a brief paragraph whether your company can meet the project timeline as specified under this RFP.
   
   B. Provide an overview of the approach and methodology that will be followed to accomplish the project’s timeline.
   
   C. Provide a detail schedule of how the project will be accomplished.

4. Completeness and Thoroughness of Qualifications Package (5 pts.)
   
   A. RFP submittal packet must be clear, concise, and easy to follow. Provide materials in tabs that correspond with all requested information on the criteria factors.

5. Proposal Cost: Provide on Bid form included in the project specifications (30 pts.)
4. TERMS, CONDITIONS AND AGREEMENTS

1.000 ANNULMENTS AND RESERVATIONS:
   1.001 Blinn College District reserves the right to reject any and all bids and waive any and all formalities and conditions. The College reserves the right to retain all bids received for 30 days prior to taking any action and vendors shall not withdraw their bid at any time thereafter. Blinn College shall accept the bid determined by the College to be in its best interest. It is not the intent of any condition or specification in the RFB to prohibit any responsible vendor from submitting a bid.

   1.002 This Request for Bid is not construed as a CONTRACT or a COMMITMENT of any kind. The request for bid does not commit Blinn College to pay for any costs incurred in the preparation and submission of specifications or for any costs incurred prior to the execution of a final offer.

   1.003 Blinn is not obligated to purchase any item or service, if funds are not allocated by the Grant, legislative session, or the Board of Trustees.

2.000 VENDOR'S OBLIGATIONS:
   2.001 Substitutions will not be allowed after a bid has been submitted for review and will not be delivered instead of the item bid, unless the item is of a higher quality than the item specified and approved by the Director of Purchasing.

   2.002 Any item that does not perform or meet the specifications or warranty, or as claimed by the vendor, will be replaced at no cost to the College.

   2.003 Any specification a vendor may not agree with must be submitted in writing to the Purchasing Office four (4) days in advance of the bid closing date.

   2.004 Prompt payment discounts shall be listed on the bid form.

   2.005 In bidding, give complete information in spaces provided; otherwise, your bid offer may not be given consideration. All bid offers must be signed to be considered.

3.000 AWARD DETERMINATION / OBLIGATIONS BY THE COLLEGE:
   3.001 Blinn College will award this service to the vendor providing the best value as it deems to be in the best interest of the college.

   3.002 In determining to whom to award a contract, the district shall consider:
      A. the price(s) bid.
      B. the quality of the vendor’s goods or services.
      C. delivery of services in a timely manner.
      D. the reputation of the vendor and of the vendor’s goods or warranty services.
      E. the extent to which the goods or services meet the district’s needs.
      F. the vendor’s past relationship with the district.
      G. the total long-term cost to the district to acquire the vendor’s goods or services; and
      H. any other relevant factor that a private business entity would consider in selecting a vendor.

   3.003 The College may make such investigations, as it deems necessary, to determine the ability of the
vendor to provide satisfactory performance in accordance with the specifications. The vendor shall furnish to the College all such information and data for this purpose as the College may request.

4.000 **INTERPRETATIONS OF THE SPECIFICATIONS:**

4.001 Only the interpretation or correction so given by the College, in writing, shall be binding and prospective vendors are advised that no other source, outside of the college, is authorized to give information concerning, explain or interpret, the bid document.

4.002 Every request for such interpretation or correction must be in writing to the Director of Purchasing. All such interpretation and supplemental instructions will be in the form of written addenda to the bidding documents prior to the bid opening. Your questions concerning the bid specifications must be submitted in writing. We will return a written answer to your company.

5.000 **DELIVERY:**

5.001 Delivery of equipment and services must be made by the successful vendor to:

Blinn College District  
902 College Avenue  
Brenham, Texas 77833

5.002 No allowance for loss, breakage, damage, or difficulties shall be made.

6.000 **BILLING AND PAYMENT/DISCOUNTING:**

6.001 All invoices are to be submitted and mailed to:

Blinn College District  
902 College Avenue  
Brenham, Texas 77833

6.002 Unless otherwise stated on the purchase order, payment will be net thirty (30) days after receipt of a correct invoice. If a cash discount is allowed for prompt payment, please indicate on the invoice. Partial payments may be paid if partial shipments have been made. Any penalty for delayed payment must be stated on the invoice.

7.000 **TAX EXEMPTIONS:**

7.001 Prices Bid SHALL NOT INCLUDE FEDERAL EXCISE OR STATE SALES AND USE TAXES as the COLLEGE is exempt from the payment of these taxes. Exemption Certificates for the Federal Excise Tax and State of Texas Sales Tax will be furnished upon request.

8.000 **PRICE QUOTATIONS:**

8.001 Lump sum price. The unit price shall include all costs of labor, profit, insurance, FOB freight, etc. to make operational and cover all work outlined in the specifications of this project.

8.002 Bids must be submitted on the forms provided to insure complete uniformity of wording of all bids. Bids may be rejected if they show any omissions, alterations in wording, conditional clauses, or irregularities of any kind.

9.000 **RIGHT OF VENDOR SELECTION:**
9.001 You are notified that although the College is required to submit purchases of all contracts of $50,000 to competitive bidding, it is not required to accept the lowest bid. In such purchasing the lowest bid may be rejected if the College, in the exercise of its best judgment, feels that the bid of one other than the low bidder will best serve the interest of the College.

9.002 Blinn College District reserves the right to accept or reject any or all bids in its entirety and/or waive all formalities. This inquiry implies no obligation on the part of the buyer, nor does the buyer’s silence imply any acceptance or rejection of any quotation offer.

10.000 REFERENCES:
10.001 Please provide educational references in addition to non-educational references.

11.000 CONFLICT OF INTEREST:
11.001 No public official shall have interest in this contract, in accordance with Vernon’s Texas Codes Annotated, Local Government Code Title 5, Subtitled C, Chapter 171 and Chapter 176.

12.000 ETHICS:
12.001 The vendor shall not accept or propose gifts or anything of value nor enter any business arrangement with any employee, official or agent of Blinn.

12.002 House Bill 1295

Effective January 1, 2016, Blinn College shall comply with the “Disclosure of Interested Parties” requirements mandated by HB 1295, as implemented by the Texas Ethics Commission. Briefly stated, contracts for goods or services which require an action vote by Blinn’s governing body may not be executed by the college until the awarded vendor presents a signed and notarized form disclosing the interested parties to the contract. The awarded vendor will be required to complete the form prior to execution of the contract. If the awarded vendor does not comply, the award may be revoked. The filing application and information can be accessed at:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

13.000 STATE LAW REQUIREMENTS:
13.001 This agreement will be governed and construed according to the laws of the State of Texas.
VENUE The parties agree that regarding any dispute or litigation that may arise in the execution and performance of this contract, that venue for all proceedings, judicial or otherwise shall be in “Washington County”, Texas

13.002 All equipment and services furnished under this contract shall comply with applicable laws, ordinances, and regulations. The bidder shall give all notices and comply with all laws, ordinances, rules, and regulations, and without such notice to the authorized Owner’s representative, the bidder shall bear all costs arising there from.

13.003 On May 30, 1995, Governor, George Bush, signed Senate Bill 1. It became effective on the day he signed it. The following is a requirement included in this law. It is mandatory that the College must include this in all Bids. Each vendor must respond to this section of the law.

Section 44.034 TEC. Notification of Criminal History of Contractor. (This section does not
apply to a publicly held corporation).

(a) A person or business entity that enters a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony.

The school district must have advance notice that a person, owner, or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

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

13.004 State of Texas Government Code Chapter 176 –
Vendors submitting a response to a Blinn College RFB/RFP are responsible for complying with all applicable laws, ordinances and regulations including the provisions of the State of Texas Government Code Chapter 176. As applicable, the person submitting a response to a RFB/RFP must complete and submit a Conflict of Interest Questionnaire form CIQ, in a format approved by the Texas Ethics Commission. This form is to be included with your bid. A copy of the CIQ form can be found at the Texas Ethics Commission Web site.

14.000 UNIFORM & COMMERCIAL CODE:
14.001 This writing and subsequent interview information given and forward to the College shall be a sole and final expression of the agreement between the College and the vendor and is intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is controlling.

14.002 This agreement shall be governed by the laws of the State of Texas. By submitting a signed bid, the vendor certifies that the company does not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, and certifies that the company complies with equal employment opportunity regulations.

15.000 ENTIRE AGREEMENT
15.001 This bid document, the authorized purchase order, and/or a signed contract constitute the entire agreement. No other document will prevail.

16.000 CANCELLATION
16.001 Blinn College District shall have the right to cancel for default all or any part of the undelivered portion of this contract if the Awarded Vendor breaches any of the terms hereof including warranties as bid or if the Awarded Vendor becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any remedies which Blinn College District may have in law or equity.

Bidding questions should be referred to:

ROSS SCHROEDER, DIRECTOR OF PURCHASING
Blinn College District
902 College Ave
Brenham, TX 77833
(979) 830 4118
e-mail: ross.schroeder@blinn.edu
Felony Conviction Notification

State of Texas Legislative Senate Bill No. 1, Section 44,034, Notification of Criminal History, Subsection (a), states a person or business entity that enters into a contract with a College must give advance notice to the College if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

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

COMPANY NAME: ____________________________________________

AUTHORIZED PRINTED NAME: ________________________________

Title: ______________________________________________________

Check the appropriate box and sign the form.

☐ My firm is a publicly held corporation, therefore, this reporting requirement is not applicable.

AUTHORIZED SIGNATURE: __________________________________

☐ My firm is not owned nor operated by anyone who has been convicted of a felony.

AUTHORIZED SIGNATURE: __________________________________

☐ My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Felony: ____________________________________________

Details of Conviction(s) ______________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

AUTHORIZED SIGNATURE: __________________________________________
1. Vendor hereby acknowledges that it is unlawful to offer, give, agree to give to any person, or solicit, demand, accept, or agree to accept from another person, a bribe, or unlawful gift, benefit, advantage, gratuity, payment, or an offer of employment in connection with or arising from this RFP or subsequent contract.

2. Persons submitting a response to this RFP must comply with all applicable laws, ordinances and regulations including the provisions of the State of Texas “Local Government Code Chapter 176. As applicable, the person submitting a response to this RFP must complete and submit a Conflict of Interest Questionnaire form CIQ, in a format approved by the Texas Ethics Commission. A copy of the form can be found below or at the Texas Ethics Commission web site http://www.ethics.state.tx.us/forms/CIQ.pdf

3. Texas Resident Information: Chapter 2252, Subchapter A, of the Texas Government Code, establishes certain requirement applicable to proposers who are not Texas Residents. Under the Statute, a “Resident” vendor is one whose principal place of business is in Texas, including one whose ultimate parent company or majority owner has its principal place of business in Texas or employs at least 500 persons in the State of Texas:

Location of Principal Place of Business (City / State) and or Number of employees based in Texas:
Address ____________________________________________

Or Number of Employees that reside in Texas: _____________

4. Debarment Certification: Vendor certifies neither the owner or principal owner has been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 “Debarment and Suspension” as described in the Federal Register and Rules and Regulations:

___ No, Vendor is not currently debarred, suspended or otherwise ineligible.
___ Yes, Vendor is currently debarred, suspended or otherwise ineligible.

5. In accordance with Chapter 2270 of the Texas Government Code, by accepting this contract, you verify that your firm does not Boycott Israel, and agree that during the term of this agreement will not Boycott Israel as that term is defined in the Texas Government Code, Section 808.001 as amended.

6. Texas Government Code, Subchapter F, Prohibition on Contracts with Certain Companies, Section 2252.152, Vendor certifies they do not do business with companies engaged in business with Iran, Sudan, or Foreign Terrorist Organization that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.

VENDOR CERTIFICATION. The undersigned, on behalf of Vendor, certifies that this proposal is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a proposal on the same project, and is in all respects fair and without collusion, fraud, or unlawful acts.

It is further certified that the person whose signature appears below is legally empowered to bind the Company in whose name the proposal is entered.

Submitted this _____ day of _____________, 2017 by and for the Company identified as follows:

Signature: _____________________________________________

Printed Name: __________________________________________
# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets the requirements under Section 176.006(a).

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

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

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

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

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

Name of Officer

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

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

- [ ] Yes
- [ ] No

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

- [ ] Yes
- [ ] No

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

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

## 7 Signature of vendor doing business with the governmental entity

Date

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Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 11/30/2015
1.1 DEFINITIONS

A. Procurement Substitution Requests: Requests for changes in products, materials, equipment, and methods of construction from those indicated in the Procurement and Contracting Documents, submitted prior to receipt of bids.

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

1.2 QUALITY ASSURANCE

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

1.3 PROCUREMENT SUBSTITUTIONS

A. Procurement Substitutions, General: By submitting a bid, the Bidder represents that its bid is based on materials and equipment described in the Procurement and Contracting Documents, including Addenda. Bidders are encouraged to request approval of qualifying substitute materials and equipment when the Specifications Sections list materials and equipment by product or manufacturer name.

B. Procurement Substitution Requests will be received and considered by Owner when the following conditions are satisfied, as determined by Engineer; otherwise requests will be returned without action:

1. Extensive revisions to the Contract Documents are not required.
2. Proposed changes are in keeping with the general intent of the Contract Documents, including the level of quality of the Work represented by the requirements therein.
3. The request is fully documented and properly submitted.

1.4 SUBMITTALS

A. Procurement Substitution Request: Submit to Engineer. Procurement Substitution Request must be made in writing in compliance with the following requirements:

1. Requests for substitution of materials and equipment will be considered if received no later than 10 days prior to date of bid opening.
2. Submittal Format: Submit 3 copies of each written Procurement Substitution Request, using CSI Substitution Request Form 1.5C.
MISCELLANEOUS MECHANICAL REPAIRS AND BAS REPLACEMENT
Blinn College District Project Number: 2021.BY.002.

3. **Submittal Format:** Submit Procurement Substitution Request, using format provided on Project Web site.

   a. Identify the product or the fabrication or installation method to be replaced in each request. Include related Specifications Sections and drawing numbers.
   b. Provide complete documentation on both the product specified and the proposed substitute, including the following information as appropriate:

   1) Point-by-point comparison of specified and proposed substitute product data, fabrication drawings, and installation procedures.
   2) Copies of current, independent third-party test data of salient product or system characteristics.
   3) Samples where applicable or when requested by Engineer.
   4) Detailed comparison of significant qualities of the proposed substitute with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
   5) Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
   6) Research reports, where applicable, evidencing compliance with building code in effect for Project.
   7) Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, which will become necessary to accommodate the proposed substitute.

   c. Provide certification by manufacturer that the substitute proposed is equal to or superior to that required by the Procurement and Contracting Documents, and that its in-place performance will be equal to or superior to the product or equipment specified in the application indicated.
   d. Bidder, in submitting the Procurement Substitution Request, waives the right to additional payment or an extension of Contract Time because of the failure of the substitute to perform as represented in the Procurement Substitution Request.

**B. Engineer's Action:**

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

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

END OF DOCUMENT 002600
1.1 BID INFORMATION

A. Bidder’s Name: ____________________________________________________________.

B. Bidder’s Street Address: ____________________________________________________.

C. Bidder’s City, State, Zip, Phone: ___________________________________________.

D. Project Name: Miscellaneous Mechanical Repairs and BAS Upgrades at Bryan Campus.

E. Project Location: Bryan Campus.

F. Owner: Blinn College.

G. Owner Project Number: 2021.BY.002.2.

H. Engineer: JonesDBR Engineering.

I. Engineer Project Number: 2201.000.

1.2 CERTIFICATIONS AND BASE BID

A. Base Bid Proposal a, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by JonesDBR Engineering and Engineer's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project with BAS control system as provided by DELTA – Team Solutions, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. ________________________________ Dollars ($___________).

   ________________________________ Days (___________).

2. The above amount may be modified by amounts indicated by the Bidder on the attached Document 004322 "Unit Prices Form" and Document 004323 "Alternates Form."

B. Base Bid Proposal b, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by JonesDBR Engineering and Engineer's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project with air cooled machine as provided by Schneider Electric – Tempset Controls, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:
1. __________________________________________ Dollars ($___________).
   __________________________________________ Days (__________).  
2. The above amount may be modified by amounts indicated by the Bidder on the attached  
   Document 004322 "Unit Prices Form" and Document 004323 "Alternates Form."

1.3 ALLOWANCES
A. Owner’s Contingency Allowance: Owner’s contingency allowance, these funds shall be included in  
   the contract price for use at the sole discretion of the owner and Engineer, complete in place for the  
   lump sum price of $25,000 dollars and cents.

1.4 UNIT PRICES
A. Unit-Price No. 1: Replacement of chilled water or heating water valve including actuator.
   1. __________________________________________ Dollars ($___________) per unit.

B. Unit-Price No. 2: Repair of piping insulation per foot.
   1. __________________________________________ Dollars ($___________) per foot.

C. Unit-Price No. 3: Repair of mechanical ductwork per foot.
   1. __________________________________________ Dollars ($___________) per foot.

1.5 SCHEDULE OF ALTERNATES
A. Alternate No. 1A: Building H by Delta – Team Solutions:
   1. ADD____ DEDUCT____ NO CHANGE____ NOT APPLICABLE____.
      __________________________________________ Dollars ($___________).
      2. ADD____ DEDUCT____ calendar days to adjust the Contract Time for this alternate.

B. Alternate No. 1B: Building H by Schneider Electric – Tempset Controls
   1. ADD____ DEDUCT____ NO CHANGE____ NOT APPLICABLE____.
      __________________________________________ Dollars ($___________).
      2. ADD____ DEDUCT____ calendar days to adjust the Contract Time for this alternate.

C. Alternate No. 2A: Building G by Delta – Team Solutions:
   1. ADD____ DEDUCT____ NO CHANGE____ NOT APPLICABLE____.
      __________________________________________ Dollars ($___________).
      2. ADD____ DEDUCT____ calendar days to adjust the Contract Time for this alternate.

D. Alternate No. 2B: Building G by Schneider Electric – Tempset Controls
   1. ADD____ DEDUCT____ NO CHANGE____ NOT APPLICABLE____.
      __________________________________________ Dollars ($___________).
      2. ADD____ DEDUCT____ calendar days to adjust the Contract Time for this alternate.
1.6 BID GUARANTEE

A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:

1. ________________________________ Dollars ($______________).

B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.7 SUBCONTRACTORS AND SUPPLIERS

A. The following companies shall execute subcontracts for the portions of the Work indicated:

1. Plumbing Work: ________________________________.
2. HVAC Work: ________________________________.
3. Electrical Work: ________________________________.

1.8 EXTRA WORK FEES

A. The undersigned agrees that for additional work added to the Contract and for extra costs resulting from changes in the work, the allowance for overhead and profit shall be in accordance with the following schedule, but in no case shall it exceed a maximum of 15 percent (Overhead shall include payroll taxes and supervision):

1. For the Contractor, for any work provided by his own forces: 10% of the cost. For the Contractor, for work produced by his subcontractors: 5% of the amount due the subcontractor.
2. The General Contractor shall not be allowed to charge the Owner for “extended overhead” charges relating to change orders or weather delays.

1.9 TIME OF COMPLETION

A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Engineer, and shall fully complete the Work by July 30, 2023.

1.10 LIQUIDATED DAMAGES

A. The undersigned Bidder agrees to pay Liquidated Damages in the amount of $250.00 per calendar day for failure to complete work within the contracted time in accordance with the Supplementary Conditions established in the Contract.
M miscellaneous Mechanical Repairs and BAS Upgrades at Bryan Campus  
Blinn College District Project Number: 2021.BY.002.2

1.11 ACKNOWLEDGEMENT OF ADDENDA
A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:
   1. Addendum No. 1, dated ________________.
   2. Addendum No. 2, dated ________________.
   3. Addendum No. 3, dated ________________.
   4. Addendum No. 4, dated ________________.

1.12 BID SUPPLEMENTS
A. The following supplements are a part of this Bid Form and are attached hereto.
   1. Bid Form Supplement - Bid Bond Form (AIA Document A310).
   2. Bid Form Supplement – Proposed Schedule of Values form (AIA Document G703)

1.13 CONTRACTOR’S LICENSE
A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Bryan, TX, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.14 OTHER CONDITIONS
A. The undersigned agrees to the following:
   1. Will furnish all labor and materials as shown and specified.
   2. Understands that the Owner reserves the right to reject any or all Bids and to waive any informalities in the Bidding, and to assign the Work to the Bidder who, in the opinion of the Owner, serves the Owner’s best interests.
   3. Attests that the bid is submitted without collusion with any other bidder.
   4. Pay all applicable permits and fees.
   5. Provide insurance, performance and payment bonds per the owner’s standard contracting documents.
   6. Provide a 5% bid bond.

1.15 SUBMISSION OF BID
A. Respectfully submitted this ___ day of ____________, 2012.
B. Submitted By: ____________________________ (Name of bidding firm or corporation).
C. Authorized Signature: _____________________ (Handwritten signature).
D. Signed By:______________________________ (Type or print name).

E. Title:______________________________ (Owner/Partner/President/Vice President).

F. Witness By:______________________________ (Handwritten signature).

G. Attest:______________________________ (Handwritten signature).

H. By:______________________________ (Type or print name).

I. Title:______________________________ (Corporate Secretary or Assistant Secretary).

J. Street Address:__________________________________________________________.

K. City, State, Zip:__________________________________________________________.

L. Phone:__________________________________________________________.

M. License No.:__________________________________________________________.

N. Federal ID No.:________________________________________ (Affix Corporate Seal Here).

END OF DOCUMENT 004113
DOCUMENT 004313 - BID SECURITY FORMS

1.1 BID FORM SUPPLEMENT
   A. A completed bid bond form is required to be attached to the Bid Form.

1.2 BID BOND FORM
   A. AIA Document A310, "Bid Bond," is the recommended form for a bid bond. A bid bond acceptable to Owner, or other bid security as described in the Instructions to Bidders, is required to be attached to the Bid Form as a supplement.

   B. Copies of AIA standard forms may be obtained from The American Institute of Architects; www.aia.org/contractdocs/purchase/index.htm; email: docspurchases@aia.org; (800) 942-7732.

END OF DOCUMENT 004313
DOCUMENT 004373 - PROPOSED SCHEDULE OF VALUES FORM

1.1 BID FORM SUPPLEMENT

A. A completed Proposed Schedule of Values form is required no later than one hour after Bid opening.

1.2 PROPOSED SCHEDULE OF VALUES FORM

A. Proposed Schedule of Values Form: Provide a breakdown of the bid amount, including alternates, in enough detail to facilitate continued evaluation of bid. Coordinate with the Project Manual table of contents. Provide multiple line items for principal material and subcontract amounts in excess of five percent of the Contract Sum.

B. Arrange schedule of values consistent with format of AIA Document G703.

1. Copies of AIA standard forms may be obtained from the American Institute of Architects; http://www.aia.org/contractdocs/purchase/index.htm; docspurchases@aia.org; (800) 942-7732.

END OF DOCUMENT 004373
1.1 BID INFORMATION

A. Bidder: ___________________________________________________________.

B. Prime Contract: ____________________________________________________.

C. Project Name: Miscellaneous Mechanical Repairs and BAS Replacement at Bryan Campus.

D. Project Location: Bryan Campus.

E. Owner: Blinn College.

F. Owner Project Number: 2021.BY.002.2.

G. Engineer: JonesDBR Engineering.

H. Engineer Project Number: 2201.000.

1.2 BIDDER'S CHECKLIST

A. In an effort to assist the Bidder in properly completing all documentation required, the following checklist is provided for the Bidder's convenience. The Bidder is solely responsible for verifying compliance with bid submittal requirements.

1. Used the Bid Form provided in the Project Manual.
2. Prepared the Bid Form as required by the Instructions to Bidders.
3. Indicated on the Bid Form the Addenda received.
4. Bid Form: Proposed Schedule of Values Form one hour after Bid.
5. Attached to the Bid Form: Bid Bond OR a certified check for the amount required.
6. Bid envelope shows name and address of the Bidder.
7. Bid envelope shows the Bidder's Contractor's License Number.
8. Bid envelope shows name of Project being bid.
9. Bid envelope shows name of Prime Contract being bid, if applicable.
10. Bid envelope shows time and day of Bid Opening.
11. Verified that the Bidder can provide executed Performance Bond and Labor and Material Bond.
12. Verified that the Bidder can provide Certificates of Insurance in the amounts indicated.

END OF DOCUMENT 004393
DOCUMENT 006000 - FORMS

1.1 FORM OF AGREEMENT AND GENERAL CONDITIONS

A. The following form of Owner/Contractor Agreement and form of the General Conditions shall be used for Project:

   a. The General Conditions for Project are AIA Document A201 - 2017, "General Conditions of the Contract for Construction."
   b. AIA Document A101 – 2017 Exhibit A – Insurance and Bonds
   c. Addendum to Vendors Contract (as attached)
   d. Vendor Guidelines for Work on Campus in Response to COVID-19

2. The General Conditions are included in the Project Manual.
3. The Supplementary Conditions for Project are separately prepared and included in the Project Manual.
4. Owner's document(s) bound following this Document.

1.2 ADMINISTRATIVE FORMS

A. Administrative Forms: Additional administrative forms are specified in Division 01 General Requirements.

B. Copies of AIA standard forms may be obtained from the American Institute of Architects; http://www.aia.org/contractdocs/purchase/index.htm; docspurchases@aia.org; (800) 942-7732.

C. Preconstruction Forms:

1. Form of Performance Bond and Labor and Material Bond: AIA Document A312, "Performance Bond and Payment Bond."

D. Information and Modification Forms:

1. Form for Requests for Information (RFIs): AIA Document G716, "Request for Information (RFI)."
E. Payment Forms:

1. Schedule of Values Form: AIA Document G703, "Continuation Sheet."
3. Form of Contractor's Affidavit: AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
5. Form of Consent of Surety: AIA Document G707, "Consent of Surety to Final Payment."

END OF DOCUMENT 006000
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 «XXXXXX» day of «XXXXXX» in the year «Two Thousand Twenty-Two»
(In words, indicate day, month and year.)

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

«Blinn College District»
«902 College Avenue»
«Brenham, TX  77833»
«  »

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

«  »
«  »
«  »

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

Miscellaneous Mechanical Repairs and BAS Replacement
Bryan, TX campus

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

JonesDBR Engineering, LLC
9990 Richmond Ave, South Building Suite 310
Houston, TX 77042

The Owner and Contractor agree as follows.
TABLE OF ARTICLES
1    THE CONTRACT DOCUMENTS
2    THE WORK OF THIS CONTRACT
3    DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4    CONTRACT SUM
5    PAYMENTS
6    DISPUTE RESOLUTION
7    TERMINATION OR SUSPENSION
8    MISCELLANEOUS PROVISIONS
9    ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A    INSURANCE AND BONDS

ARTICLE 1    THE CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2    THE WORK OF THIS CONTRACT
The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3    DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ☒ ] The date of this Agreement.

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

[ ☒ ] Established as follows:

«Construction shall commence on April 20, 2022.»

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

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

§ 3.3 Substantial Completion
§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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

[ «X» ] By the following date: June 30, 2023. Contractor shall also be complete and ready for final payment in accordance with paragraph 9.10 of the General Conditions by .

§ 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:

<table>
<thead>
<tr>
<th>Portion of Work</th>
<th>Substantial Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>«»</td>
<td>«»</td>
</tr>
</tbody>
</table>

§ 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 «XXXXX Dollars and XXXXX Cents » ($ «XXXXX» ), 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:

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
</table>

§ 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.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
<th>Conditions for Acceptance</th>
</tr>
</thead>
<tbody>
<tr>
<td>«»</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
</table>

«Owner's Contingency: Owner's Contingency, these funds shall be included in the contract price for use at the sole discretion of the Owner and Architect »

§ 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.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Units and Limitations</th>
<th>Price per Unit ($0.00)</th>
</tr>
</thead>
<tbody>
<tr>
<td>«Refer to the attached Exhibit G – Contractor’s Proposal Forms »</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

§ 4.5 Liquidated damages, if any: (Insert terms and conditions for liquidated damages, if any.)
ARTICLE 5  PAYMENTS
§ 5.1 Progress Payments
§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect pursuant to Chapter 2251 of the Texas Government Code, the Owner shall make payment of the certified amount to the Contractor. (Federal, state or local laws may require payment within a certain period of time.)

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

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

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

§ 5.1.6.1 The amount of each progress payment shall first include:
   .1 That portion of the Contract Sum properly allocable to completed Work;
   .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
   .3 That portion of Construction Change Directives that the Architect determines, in the Architect’s professional judgment, to be reasonably justified.

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

§ 5.1.7 Retainage
§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

«Five Percent (5%) »

§ 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.)

«N/A»

§ 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.)

«N/A»

§ 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.)

«N/A»

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

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

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

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

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made pursuant to Chapter 2251 of the Texas Government Code. Architect

§ 5.3 Interest
Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated in Chapter 2251 of the Texas Government Code.

ARTICLE 6   DISPUTE RESOLUTION
§ 6.1 Initial Decision Maker
The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

«N/A »
« »
§ 6.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by, Chapter 2260 of the Texas Government Code, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

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

[ ☒ ] Litigation in a court of competent jurisdiction

[ ☐ ] Other (Specify)

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

ARTICLE 7   TERMINATION OR SUSPENSION
§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

«The Owner shall not pay a termination fee. »

§ 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:
The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Contractor. Except as otherwise provided in Section 4.2.1 of A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative. Provided, however, changes in the scope of the Work or the Contract Sum will generally require approval by the Owner's Board of Trustees.

The Owner's representative shall be:
(Name, address, email address, and other information)

«Richard O’Malley, P.E. (inactive)  
Assistant Vice Chancellor, Facilities, Planning, and Construction»
«902 College Ave.  
Brenham, Texas 77833»
«Telephone Number: 979-830-4054»
«Email Address: richard.omalley@blinn.edu»

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

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

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

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

§ 8.7.1 When work is to be performed at a project site and school activities are being conducted, Contractor shall take special care, and shall require its subcontractors, and all persons performing work at the site to take special care, to protect the safety and welfare of the students, teachers, employees, and visitors at the school, and to perform the work with as little disruption to the learning environment and school activities as possible.

§ 8.7.2 When work is to be performed at a project site where school activities are being conducted, it is expressly understood and agreed that Contractor’s and any subcontractors’ employees and other persons performing work at the project site shall not engage in any inappropriate interaction of any nature whatsoever with students, teachers, employees and visitors at the school, including talking, touching, staring, or in any way contributing to a hostile or offensive environment. It is further expressly understood and agreed that there is to be no fraternization between Contractor’s and any subcontractor’s employees, and other persons performing work at the site, and students, teachers, employees and visitors at the school. There shall be zero tolerance for violations of these provisions.

§ 8.7.3 The possession or use of tobacco products, alcoholic beverages, illegal drugs, and firearms or weapons on Owner’s property is prohibited at all times, twenty-four hours a day. There shall be zero tolerance for violations of this provision.

§ 8.7.4 Contractor, subcontractor, and all other persons performing work in connection with the project shall strictly observe (i) speed limits in the vicinity of the project site, including, without limitation, school speed limits, and (ii) any posted speed limits on the project site established by Owner. Contractor shall require strict compliance with this provision.

§ 8.7.5 Owner shall have the right to require the immediate removal from the project site of any person performing work who violates the provision of this Article 11 and to prohibit such person from being allowed to perform work at the project site in the future.
§ 8.7.6 A Contractor who fails to enforce compliance with the provisions of this Article 8, or who suffers or allows an employee, subcontractor or other person performing work at the project site to violate any of these provisions, shall be in breach of this Contract.

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
3. AIA Document A201™–2017, General Conditions of the Contract for Construction

The Contract Documents are enumerated in the Agreement between the Owner and Contractor being standard form AIA Document A101 - 2017 (hereinafter the Agreement) and consists of the Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Exhibits A, C, D, E, F, G, and B being the addendum to the Agreement dealing with Owner’s status as an educational institution of the State of Texas, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. These Contract Documents constitute the entire agreement between the parties.

As stated, Owner is an educational institution of the State of Texas. Due to Owner’s status as such, the parties have specifically negotiated the terms contained in the Agreement and Exhibits A, C, D, E, F, G, and B being the addendum to the Agreement dealing with Owner’s status as an educational institution of the State of Texas and those documents have been made an integral part of the Contract Documents.

To the extent the language in the Agreement and Exhibits A, B, C, D, E, F, and G to the Agreement, are in conflict with any language in the Conditions of the Contract (General, Supplementary, and other Conditions), the language in the Agreement and Exhibits A, B, C, D, E, F, and G to the Agreement will control over the language in the Conditions of the Contract (General, Supplementary, and other Conditions).

4. Exhibit B: Addendum to Agreement between Owner and Contractor

5. Drawings

<table>
<thead>
<tr>
<th>Number</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>«Refer to Exhibit C - Drawings»</td>
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</tr>
</tbody>
</table>

6. Specifications

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>Refer to Exhibit D - Specifications»</td>
<td></td>
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</tr>
</tbody>
</table>

7. Addenda, if any:

<table>
<thead>
<tr>
<th>Number</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>« »</td>
<td></td>
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</tbody>
</table>

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

8. Other Documents, if any:

- Exhibit A – Insurance and Bonds
- Exhibit B – Addendum to Vendors Contract
- Exhibit C – Drawings
- Exhibit D – Specification
This Agreement entered into as of the day and year first written above.

«  »
OWNER (Signature)
«Mary Hensley, Ed.D. »«Chancellor of the Blinn College District / CEO »
(Printed name and title)

«  »
CONTRACTOR (Signature)
«  »
(Printed name and title)
DRAFT AIA® Document A101™ – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the « XXXX » day of « XXXX » in the year « Two Thousand Twenty-Two » (In words, indicate day, month and year.)

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

Miscellaneous Mechanical Repairs and BAS Replacement
Bryan, TX Campus

THE OWNER:
(Name, legal status and address)

« Blinn College District »
« 902 College Avenue 
Brenham, TX 77833 »

THE CONTRACTOR:
(Name, legal status and address)

« »
« »
« »

TABLE OF ARTICLES

A.1 GENERAL

A.2 OWNER’S INSURANCE

A.3 CONTRACTOR’S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

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

ARTICLE A.2 OWNER’S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor’s request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.
§ A.2.2 Liability Insurance
The Owner shall be responsible for purchasing and maintaining the Owner’s usual general liability insurance.

§ A.2.3 Required Property Insurance
§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder’s risk “all-riskS” completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner’s property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

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

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<thead>
<tr>
<th>Causes of Loss</th>
<th>Sub-Limit</th>
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§ 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.)

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

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

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

§ A.2.3.3 Insurance for Existing Structures
If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, “all-riskS” property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.
The Owner shall purchase and maintain the insurance selected and described below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

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

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

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

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

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

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

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

§ A.2.5 Other Optional Insurance.
The Owner shall purchase and maintain the insurance selected below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

[ ] § A.2.5.1 Cyber Security Insurance for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.
ARTICLE A.3 CONTRACTOR’S INSURANCE AND BONDS

§ A.3.1 General

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

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

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

§ A.3.2 Contractor’s Required Insurance Coverage

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

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

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than «one million dollars» ($1,000,000.00) each occurrence, «two million dollars» ($2,000,000.00 general aggregate, and « » ($« » ) aggregate for products-completed operations hazard, providing coverage for claims including

1. damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
2. personal injury and advertising injury;
3. damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
4. bodily injury or property damage arising out of completed operations; and
5. the Contractor’s indemnity obligations under Section 3.18 of the General Conditions.
§ A.3.2.2 The Contractor’s Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

.1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.

.2 Claims for property damage to the Contractor’s Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arose was performed by a Subcontractor.

.3 Claims for bodily injury other than to employees of the insured.

.4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.

.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.

.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.

.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.

.8 Claims related to roofing, if the Work involves roofing.

.9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.

.10 Claims related to earth subsidence or movement, where the Work involves such hazards.

.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than «one million dollars» ($«1,000,000.00») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

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

§ A.3.2.5 Workers’ Compensation at statutory limits.

§ A.3.2.6 Employers’ Liability with policy limits not less than « » ($« ») each accident, « » ($« ») each employee, and «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.

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than «one million dollars» ($«1,000,000.00») per claim and «one million dollars» ($«1,000,000.00») in the aggregate.

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

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

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

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than « » ($« ») per claim and « » ($« ») in the aggregate.
§ A.3.3 Contractor’s Other Insurance Coverage

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

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

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

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

- 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.)

- Railroad Protective Liability Insurance, with policy limits of not less than $1,000,000 per claim and $1,000,000 in the aggregate, for Work within fifty (50) feet of railroad property.

- Asbestos Abatement Liability Insurance, with policy limits of not less than $10,000,000 per claim and $10,000,000 in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

- Insurance for physical damage to property while it is in storage and in transit to the construction site on an “all-risks” completed value form.

- Property insurance on an “all-risks” completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

- Other Insurance

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limits</th>
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</thead>
<tbody>
<tr>
<td>Umbrella or Excess Liability insurance covering in excess of Automobile Liability, General Liability and Worker’s Compensation Coverage B.</td>
<td>One times contract amount for all contracts exceeding $100,000, up to $25,000,000 total limit; $1,000,000 minimum.</td>
</tr>
</tbody>
</table>

Certificate must list underlying policies and indicate that coverage in "following form".)
§ A.3.4 Performance Bond and Payment Bond
The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

<table>
<thead>
<tr>
<th>Type</th>
<th>Penal Sum ($0.00)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Payment Bond</td>
<td>100% of contract</td>
</tr>
<tr>
<td>Performance Bond</td>
<td>100% of contract</td>
</tr>
</tbody>
</table>

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

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

«During the remodel process, new materials will be purchased by the Contractor with the intent of installing these materials at the Project. The Contractor shall insure these new materials until the time of the execution of the Certificate of Substantial Completion (document G704-2017 or subsequent updates thereof) by all of the parties. At such time, the new materials become the property of the Owner. »
for the following PROJECT:
(Name and location or address)

Miscellaneous Mechanical Repairs and BAS Replacement
Bryan, TX Campus
«    »

THE OWNER:
(Name, legal status and address)
«Blinn College District» «  »
«902 College Ave., Brenham, Texas 77833»

THE ARCHITECT:
(Name, legal status and address)

JonesDBR Engineering, LLC
9990 Richmond Ave, South Building, Suite 310
Houston, TX 77042

TABLE OF ARTICLES

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

15 CLAIMS AND DISPUTES
**INDEX**

(Topics and numbers in bold are Section headings.)

<table>
<thead>
<tr>
<th>Acceptance of Nonconforming Work</th>
<th>9.6.6, 9.9.3, 12.3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acceptance of Work</td>
<td>9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3</td>
</tr>
<tr>
<td>Access to Work</td>
<td>3.16, 6.2.1, 12.1</td>
</tr>
<tr>
<td>Accident Prevention</td>
<td>10</td>
</tr>
<tr>
<td>Acts and Omissions</td>
<td>3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.3.2, 14.1, 15.1.2, 15.2</td>
</tr>
<tr>
<td>Additional Costs, Claims for</td>
<td>3.7.4, 3.7.5, 3.10.2, 3.10.3, 15.1.5</td>
</tr>
<tr>
<td>Additional Inspections and Testing</td>
<td>9.4.2, 9.8.3, 12.2.1, 13.4</td>
</tr>
<tr>
<td>Additional Time, Claims for</td>
<td>3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, 15.1.6</td>
</tr>
<tr>
<td>Administration of the Contract</td>
<td>3.1.3, 4.2, 9.4, 9.5</td>
</tr>
<tr>
<td>Advertisement or Invitation to Bid</td>
<td>1.1.1</td>
</tr>
<tr>
<td>Aesthetic Effect</td>
<td>4.2.13</td>
</tr>
<tr>
<td>Allowances</td>
<td>3.8</td>
</tr>
<tr>
<td>Applications for Payment</td>
<td>4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10</td>
</tr>
<tr>
<td>Approvals</td>
<td>2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10.1, 4.2.7, 9.3.2, 13.4.1</td>
</tr>
<tr>
<td>Arbitration</td>
<td>8.3.1, 15.3.2, 15.4</td>
</tr>
<tr>
<td>ARCHITECT</td>
<td>4</td>
</tr>
<tr>
<td>Architect, Definition of</td>
<td>4.1.1</td>
</tr>
<tr>
<td>Architect, Extent of Authority</td>
<td>2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2</td>
</tr>
<tr>
<td>Architect, Limitations of Authority and Responsibility</td>
<td>2.1.1, 3.12.4, 3.12.8, 3.12.10.1, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.4, 9.6.4, 15.1.4, 15.2</td>
</tr>
<tr>
<td>Architect’s Additional Services and Expenses</td>
<td>2.5, 12.2.1, 13.4.2, 14.3.4, 14.2.4</td>
</tr>
<tr>
<td>Architect’s Administration of the Contract</td>
<td>3.1.3, 3.7.4, 15.2, 9.4.1, 9.5</td>
</tr>
<tr>
<td>Architect’s Approvals</td>
<td>2.5, 3.1.3, 3.5, 3.10.2, 4.2.7</td>
</tr>
<tr>
<td>Architect’s Authority to Reject Work</td>
<td>3.5, 4.2.6, 12.1.2, 12.2.1</td>
</tr>
<tr>
<td>Architect’s Copyright</td>
<td>1.1.7, 1.5</td>
</tr>
<tr>
<td>Architect’s Decisions</td>
<td>3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.4.2, 15.2</td>
</tr>
<tr>
<td>Architect’s Inspections</td>
<td>3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4</td>
</tr>
<tr>
<td>Architect’s Instructions</td>
<td>3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2</td>
</tr>
<tr>
<td>Architect’s Interpretations</td>
<td>4.2.11, 4.2.12</td>
</tr>
<tr>
<td>Architect’s Project Representative</td>
<td>4.2.10</td>
</tr>
<tr>
<td>Architect’s Relationship with Contractor</td>
<td>1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7.8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2</td>
</tr>
<tr>
<td>Architect’s Relationship with Subcontractors</td>
<td>1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3</td>
</tr>
<tr>
<td>Architect’s Representations</td>
<td>9.4.2, 9.5.1, 9.10.1</td>
</tr>
<tr>
<td>Architect’s Site Visits</td>
<td>3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4</td>
</tr>
<tr>
<td>Asbestos</td>
<td>10.3.1</td>
</tr>
<tr>
<td>Attorneys’ Fees</td>
<td>3.18.1, 9.6.8, 9.10.2, 10.3.3</td>
</tr>
<tr>
<td>Award of Separate Contracts</td>
<td>6.1.1, 6.1.2</td>
</tr>
<tr>
<td>Award of Subcontracts and Other Contracts for Portions of the Work</td>
<td>5.2</td>
</tr>
<tr>
<td>Basic Definitions</td>
<td>1.1</td>
</tr>
<tr>
<td>Bidding Requirements</td>
<td>1.1.1</td>
</tr>
<tr>
<td>Binding Dispute Resolution</td>
<td>8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1</td>
</tr>
<tr>
<td>Bonds, Lien</td>
<td>7.3.4.4, 9.6.8, 9.10.2, 9.10.3</td>
</tr>
<tr>
<td>Bonds, Performance, and Payment</td>
<td>7.3.4.4, 9.6.7, 9.10.3, 11.1.2, 11.1.3, 11.5</td>
</tr>
<tr>
<td>Building Information Models Use and Reliance</td>
<td>1.8</td>
</tr>
<tr>
<td>Capitalization</td>
<td>1.3</td>
</tr>
<tr>
<td>Certificate of Substantial Completion</td>
<td>9.8.3, 9.8.4, 9.8.5</td>
</tr>
<tr>
<td>Certificates for Payment</td>
<td>4.2.1, 4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4</td>
</tr>
</tbody>
</table>

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Certificates of Inspection, Testing or Approval
13.4.4
Certificates of Insurance
9.10.2
Change Orders
1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, 7.2, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2
Change Orders, Definition of
7.2.1
CHANGES IN THE WORK
2.2.2, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5
Claims, Definition of
15.1.1
Claims, Notice of
1.6.2, 15.1.3
CLAIMS AND DISPUTES
3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, 15, 15.4
Claims and Timely Assertion of Claims
15.4.1
Claims for Additional Cost
3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.10.4, 10.3.2, 15.1.5
Claims for Additional Time
3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.10.4, 10.3.2, 15.1.6
Concealed or Unknown Conditions, Claims for
3.7.4
Claims for Damages
3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7
Claims Subject to Arbitration
15.4.1
Cleaning Up
3.15, 6.3
Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, 15.1.5
Commencement of the Work, Definition of
8.1.2
Communications
3.9.1, 4.2.4
Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2
COMPLETION, PAYMENTS AND 9
Completion, Substantial
3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2
Compliance with Laws
2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3
Concealed or Unknown Conditions
3.7.4, 4.2.8, 8.3.1, 10.3
Conditions of the Contract
1.1.1, 6.1.1, 6.1.4
Consent, Written
3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2
Consolidation or Joinder
15.4.4
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
1.1.4, 6
Construction Change Directive, Definition of
7.3.1
Construction Change Directives
1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, 7.3, 9.3.1.1
Construction Schedules, Contractor’s
3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Contingent Assignment of Subcontracts
5.4, 14.2.2.2
Continuing Contract Performance
15.1.4
Contract, Definition of
1.1.2
CONTRACT, TERMINATION OR SUSPENSION OF THE
5.4.1.1, 5.4.2, 11.5, 14
Contract Administration
3.1.3, 4, 9.4, 9.5
Contract Award and Execution, Conditions Relating to
3.7.1, 3.10, 5.2, 6.1
Contract Documents, Copies Furnished and Use of
1.5.2, 2.3.6, 5.3
Contract Documents, Definition of
1.1.1
Contract Sum
2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, 9.1, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, 15.1.5, 15.2.5
Contract Sum, Definition of
9.1
Contract Time
1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7.7, 7.8, 10.2, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5
Contract Time, Definition of
8.1.1
CONTRACTOR
3
Contractor, Definition of
3.1, 6.1.2
Contractor’s Construction and Submittal Schedules
3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2
Contractor’s Employees
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.3, 14.1, 14.2.1.1
Contractor’s Liability Insurance
11.1
Contractor’s Relationship with Separate Contractors and Owner’s Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4
Contractor’s Relationship with Subcontractors
1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4
Contractor’s Relationship with the Architect
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1
Contractor’s Representations
3.2.1, 3.2.2, 3.5, 3.12.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 9.3.3, 9.8.2
Contractor’s Responsibility for Those Performing the Work
3.3.2, 3.18, 5.2, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor’s Right to Stop the Work
2.2.2, 9.7
Contractor’s Right to Terminate the Contract
14.1
Contractor’s Submittals
Contractor’s Superintendent
3.9, 10.2.6
Contractor’s Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.3.6, 3.11
Copyrights
1.5, 3.17
Correction of Work
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, 12.2, 12.3, 15.1.3, 15.1.3.2, 15.2.1
Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.4
Costs
2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14
Cutting and Patching
3.14, 6.2.5
Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7
Damages for Delay
6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2
Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification
9.4.1, 9.5.1, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Definitions
1.1, 1.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1
Delays and Extensions of Time
3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5
Digital Data Use and Transmission
1.7
Disputes
6.3, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2
Emergencies
10.4, 14.1.1.2, 15.1.5
Employees, Contractor’s
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1
Equipment, Labor, or Materials
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.4.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4
Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.6, 15.2.5
Failure of Payment
9.5.1.3, 9.7, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
Faulty Work
(See Defective or Nonconforming Work)
Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, 9.10, 12.3, 14.2.4, 14.4.3
Financial Arrangements, Owner’s
2.2.1, 13.2.2, 14.1.1.4

GENERAL PROVISIONS
1

Governing Law
13.1

Guarantees (See Warranty)

Hazardous Materials and Substances
10.2.4, 10.3
Identification of Subcontractors and Suppliers
5.2.1

Indemnification
3.17, 3.18, 9.6.8, 9.10.2, 10.3.3, 11.3

Information and Services Required of the Owner
2.1.2, 2.2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4

Initial Decision
15.2

Initial Decision Maker, Definition of
1.1.8

Initial Decision Maker, Decisions
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Initial Decision Maker, Extent of Authority
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Injury or Damage to Person or Property
10.2.8, 10.4

Injuries
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.4

Instructions to Bidders
1.1.1

Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2

Instruments of Service, Definition of
1.1.7

Insurance
6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, 11

Insurance, Notice of Cancellation or Expiration
11.1.4, 11.2.3

Insurance, Contractor’s Liability
11.1

Insurance, Effective Date of
8.2.2, 14.4.2

Insurance, Owner’s Liability
11.2

Insurance, Property
10.2.5, 11.2, 11.4, 11.5

Insurance, Stored Materials
9.3.2

INSURANCE AND BONDS
11

Insurance Companies, Consent to Partial Occupancy
9.9.1

Insured loss, Adjustment and Settlement of
11.5

Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13

Interest
13.5

Interpretation
1.1.8, 1.2.3, 1.4, 4.1.1, 5.1, 6.1.2, 15.1.1

Interpretations, Written
4.2.11, 4.2.12

Judgment on Final Award
15.4.2

Labor and Materials, Equipment
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

Labor Disputes
8.3.1

Laws and Regulations
1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8, 15.4

Liens
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Limitations, Statutes of
12.2.5, 15.1.2, 15.4.1.1

Limitations of Liability
3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6, 4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3, 11.3, 12.2.5, 13.3.1

Limitations of Time
2.1.2, 2.2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15, 15.1.2, 15.1.3, 15.1.5

Materials, Hazardous
10.2.4, 10.3

Materials, Labor, Equipment and
1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2

Means, Methods, Techniques, Sequences and Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

Mechanic’s Lien
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Mediation
8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, 15.3, 15.4.1, 15.4.1.1

Minor Changes in the Work
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, 7.4

MISCELLANEOUS PROVISIONS
13

Modifications, Definition of
1.1.1

Modifications to the Contract
1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2

Mutual Responsibility
6.2
Nonconforming Work, Acceptance of
9.6.6, 9.9.3, 12.3
Nonconforming Work, Rejection and Correction of
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2
Notice
1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2, 2.2.3, 2.2.4, 2.5, 3.2.4,
3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4,
8.2.2 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1,
13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5,
15.1.6, 15.4.1
Notice of Cancellation or Expiration of Insurance
11.1.4, 11.2.3
Notice of Claims
1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, 15.1.3, 15.1.5,
15.1.6, 15.2.8, 15.3.2, 15.4.1
Notice of Testing and Inspections
13.4.1, 13.4.2
Observations, Contractor’s
3.2, 3.7.4
Occupancy
2.3.1, 9.6.6, 9.8
Orders, Written
1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2,
14.3.1
OWNER
2
Owner, Definition of
2.1.1
Owner, Evidence of Financial Arrangements
2.2, 13.2.2, 14.1.1.4
Owner, Information and Services Required of the
2.1.2, 2.2, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5,
9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1,
13.4.2, 14.1.1.4, 14.1.4, 15.1.4
Owner’s Authority
1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2,
4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1,
7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2,
10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4,
15.2.7
Owner’s Insurance
11.2
Owner’s Relationship with Subcontractors
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2
Owner’s Right to Carry Out the Work
2.5, 14.2.2
Owner’s Right to Clean Up
6.3
Owner’s Right to Perform Construction and to Award Separate Contracts
6.1
Owner’s Right to Stop the Work
2.4
Owner’s Right to Suspend the Work
14.3
Owner’s Right to Terminate the Contract
14.2, 14.4
Ownership and Use of Drawings, Specifications and Other Instruments of Service
1.1.1, 1.1.6, 1.1.7, 1.5, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12,
5.3
Partial Occupancy or Use
9.6.6, 9.9
Patching, Cutting and
3.14, 6.2.5
Patents
3.17
Payment, Applications for
4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1,
14.2.3, 14.2.4, 14.4.3
Payment, Certificates for
4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1,
9.10.3, 14.1.1.3, 14.2.4
Payment, Failure of
9.5.1.3, 9.7, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
Payment, Final
4.2.1, 4.2.9, 9.10, 12.3, 14.2.4, 14.4.3
Payment Bond, Performance Bond and
7.3.4.4, 9.6.7, 9.10.3, 11.1.2
Payments, Progress
9.3, 9.6, 9.6.5, 9.10.3, 14.2.3, 15.1.4
PAYMENTS AND COMPLETION
9
Payments to Subcontractors
5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2
PCB
10.3.1
Performance Bond and Payment Bond
7.3.4.4, 9.6.7, 9.10.3, 11.1.2
Permits, Fees, Notices and Compliance with Laws
2.3.1, 3.7, 3.13, 7.3.4.4, 10.2.2
PERSONS AND PROPERTY, PROTECTION OF
10
Polychlorinated Biphenyl
10.3.1
Product Data, Definition of
3.12.2
Product Data and Samples, Shop Drawings
3.11, 3.12, 4.2.7
Progress and Completion
4.2.2, 8.2, 9.8, 9.9.1, 14.1.4, 15.1.4
Progress Payments
9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4
Project, Definition of
1.1.4
Project Representatives
4.2.10
Property Insurance
10.2.5, 11.2
Proposal Requirements
1.1.1
PROTECTION OF PERSONS AND PROPERTY
10
Regulations and Laws
1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Rejection of Work
4.2.6, 12.2.1
Releases and Waivers of Liens
9.3.1, 9.10.2
Representations
3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1
Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1
Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field Conditions by Contractor
3.2, 3.12.7, 6.1.3
Review of Contractor’s Submittals by Owner and Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and Samples by Contractor
3.12
Rights and Remedies
1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2, 12.2.4, 13.3, 14, 15.4
Royalties, Patents and Copyrights
3.17
Rules and Notices for Arbitration
15.4.1
Safety of Persons and Property
10.2, 10.4
Safety Precautions and Programs
3.3.2, 4.2.2, 4.2.7, 5.3, 10.1, 10.2, 10.4
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and
3.11, 3.12, 4.2.7
Samples at the Site, Documents and
3.11
Schedule of Values
9.2, 9.3.1
Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
Separate Contractors, Definition of
6.1.1
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
3.11, 3.12, 4.2.7
Site, Use of
3.13, 6.1.1, 6.2.1
Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4
Site Visits, Architect’s
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Special Inspections and Testing
4.2.6, 12.2.1, 13.4
Specifications, Definition of
1.1.6
Specifications
1.1.1, 1.1.6, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14
Statute of Limitations
15.1.2, 15.4.1.1
Stopping the Work
2.2.2, 2.4, 9.7, 10.3, 14.1
Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1, 9.6.7
Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1
Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3
Submittal Schedule
3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of
6.1.1, 11.3
Substances, Hazardous
10.3
Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2
Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
5.2.3, 5.2.4
Substitution of Architect
2.3.3
Substitutions of Materials
3.4.2, 3.5, 7.3.8
Sub-subcontractor, Definition of
5.1.2
Subsurface Conditions
3.7.4
Successors and Assigns
13.2
Superintendent
3.9, 10.2.6
Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.1, 7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4
Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6, 9.10.5, 14.2.1
Surety
5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2, 15.2.7
Surety, Consent of
9.8.5, 9.10.2, 9.10.3
Surveys
1.1.7, 2.3.4
Suspension by the Owner for Convenience
14.3
Suspension of the Work
3.7.5, 5.4.2, 14.3
Suspension or Termination of the Contract
5.4.1.1, 14
Taxes
3.6, 3.8.2.1, 7.3.4.4
Termination by the Contractor
14.1, 15.1.7
Termination by the Owner for Cause
5.4.1.1, 14.2, 15.1.7
Termination by the Owner for Convenience
14.4
Termination of the Architect
2.3.3
Termination of the Contractor Employment
14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT
14
Tests and Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 12.2.1, 13.4
TIME
8
Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5
Time Limits
2.1.2, 2.2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2, 15.1.3, 15.4
Time Limits on Claims
3.7.4, 10.2.8, 15.1.2, 15.1.3
Title to Work
9.3.2, 9.3.3
UNCOVERING AND CORRECTION OF WORK
12
Uncovering of Work
12.1
Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3
Unit Prices
7.3.3.2, 9.1.2
Use of Documents
1.1.1, 1.5, 2.3.6, 3.12.6, 5.3
Use of Site
3.13, 6.1.1, 6.2.1
Values, Schedule of
9.2, 9.3.1
Waiver of Claims by the Architect
13.3.2
Waiver of Claims by the Contractor
9.10.5, 13.3.2, 15.1.7
Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, 15.1.7
Waiver of Consequential Damages
14.2.4, 15.1.7
Waiver of Liens
9.3, 9.10.2, 9.10.4
Waivers of Subrogation
6.1.1, 11.3
Warranty
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2, 15.1.2
Weather Delays
8.3, 15.1.6.2
Work, Definition of
1.1.3
Written Consent
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3, 13.2, 13.3.2, 15.4.4.2
Written Interpretations
4.2.11, 4.2.12
Written Orders
1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

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

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

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

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

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

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

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

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

§ 1.2 Correlation and Intent of the Contract Documents
§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.
§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties’ intentions and purposes in executing the Contract.

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

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

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

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

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

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

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

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

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

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

**ARTICLE 2   OWNER**

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner’s Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.
§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

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

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

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

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

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

ARTICLE 3 CONTRACTOR
§ 3.1 General
§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term “Contractor” means the Contractor or the Contractor’s authorized representative.

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

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

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

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

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

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

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

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

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

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

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

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


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

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

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

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

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

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

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

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor’s costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor’s costs under Section 3.8.2.2.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 4  ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect’s services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect’s consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.
§ 4.2.5 Based on the Architect’s evaluations of the Contractor’s Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

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

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS
§ 5.1 Definitions
§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term “Subcontractor” is referred to throughout the Contract Documents as if singular in
number and means a Subcontractor or an authorized representative of the Subcontractor. The term “Subcontractor” does not include a Separate Contractor or the subcontractors of a Separate Contractor.

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.
When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor’s rights and obligations under the subcontract.

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 Mutual Responsibility

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

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

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

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.
§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

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

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

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

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

§ 7.2 Change Orders
§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:
   .1 The change in the Work;
   .2 The amount of the adjustment, if any, in the Contract Sum; and
   .3 The extent of the adjustment, if any, in the Contract Time.

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

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

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:
   .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
   .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
   .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
   .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:
   .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers’ compensation insurance, and other employee costs approved by the Architect;
.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
.5 Costs of supervision and field office personnel directly attributable to the change.

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

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

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

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

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

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

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

ARTICLE 8 TIME
§ 8.1 Definitions
§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

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

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

§ 8.1.4 The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.
§ 8.2 Progress and Completion
§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

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

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

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

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

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

ARTICLE 9   PAYMENTS AND COMPLETION
§ 9.1 Contract Sum
§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

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

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

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

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

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.
§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner’s title to such materials and equipment or otherwise protect the Owner’s interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

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

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

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

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

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

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney’s fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.
§ 9.7 Failure of Payment
If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor’s Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days’ notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor’s reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 10  PROTECTION OF PERSONS AND PROPERTY

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

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

.1 employees on the Work and other persons who may be affected thereby;
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 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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

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

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

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

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

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

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

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

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

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

ARTICLE 11   INSURANCE AND BONDS
§ 11.1 Contractor’s Insurance and Bonds
§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect’s consultants shall be named as additional insureds under the Contractor’s commercial general liability policy or as otherwise described in the Contract Documents.

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

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

§ 11.1.4 Notice of Cancellation or Expiration of Contractor’s Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the
§ 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, subsubcontractors, 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 proceed of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect’s consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

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

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance
The Owner, at the Owner’s option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner’s property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner’s property, due to fire or other hazards however caused.

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK
§ 12.1 Uncovering of Work
§ 12.1.1 If a portion of the Work is covered contrary to the Architect’s request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect’s examination and be replaced at the Contractor’s expense without change in the Contract Time.

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

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

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

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

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

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

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

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

ARTICLE 13 MISCELLANEOUS PROVISIONS
§ 13.1 Governing Law
The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction’s choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 14   TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor
§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:
1. Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
2. An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
3. Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
4. The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

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

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

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

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

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor’s surety, if any, seven days’ notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:
.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
.2 Accept assignment of subcontracts pursuant to Section 5.4; and
.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

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

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

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

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent
.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience
§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner’s convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner’s convenience, the Contractor shall
.1 cease operations as directed by the Owner in the notice;
.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner’s convenience, the Owner shall pay the Contractor for Work
ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

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

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

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

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes...
1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

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

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

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

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

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

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

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

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.
§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor’s default, the Owner may, but is not obligated to, notify the surety and request the surety’s assistance in resolving the controversy.

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

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

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

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

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

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

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

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

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

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

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

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.
Vendor Guidelines for Work on Campus in Response to COVID-19
As of: 12/14/2021

The Blinn College District is committed to preventing the spread of COVID-19 to ensure the health and safety of its staff, faculty, students, and affiliates. Therefore, Blinn College has developed the following guidelines for essential services conducted on all College District Campuses by vendors and expects that vendors comply with these guidelines. As the COVID-19 situation evolves, vendors should monitor and comply with further guidance issued by the College District.

Vendor Responsibilities

Vendors play an essential role in helping the College District provide a safe and healthy environment on its campuses. The College District expects that all vendors will comply with these guidelines.

These guidelines apply to vendors, including consultants and independent contractors, who conduct essential operations on campus such as:

- Delivery vendors (e.g., U.S. Postal Service, UPS, FedEx and various supply vendors)
- Affiliate contractors (e.g., custodial, Bookstore, and Copy Center)
- Construction vendors on active, long-term construction sites
- Vendors and their subcontractors on short-term renovation sites
- Vendors conducting emergency and non-emergency maintenance
- Consultants (e.g., engineering, environmental, and training consultants) and independent contractors

Vendor Health

- Vendors must ensure that any of their employees exhibiting symptoms of COVID-19, as enumerated by the Centers for Disease Control (CDC), notify their supervisor and do not report to any College District campus.

- Vendors must ensure that their employees report to them if they live with or have been in close contact with someone who has tested positive for COVID-19, and that such employees follow CDC guidelines, regardless of whether they are symptomatic.

- Vendors must ensure that their employees who exhibit symptoms of COVID-19 while on a College District campus leave campus immediately and not return until they have fully complied with all guidelines and protocols of the CDC, local health departments, and the employee’s medical personnel. Further, before returning to a College District campus, the vendor must provide written documentation from appropriate medical personnel that their employee is no longer COVID-19 positive.

- The vendor must immediately alert their College District point of contact in any of the above situations.

- Vendors should routinely clean and wipe down high-touch surfaces in the area(s) within their work zone(s) per CDC guidance.
**Campus Clear**

- Vendor must self-certify prior to entering any Blinn College facility using the Campus Clear website or app.
- To complete the required daily self-certification:
  - visit the [Campus Clear website](#) and complete their certification on the web,
  - download the app at the [App Store](#) (for iOS users),
  - or download the app at the [Google Play store](#) (for Android users).

**Meetings, Inspections and Other Work Gatherings**

- Vendors must practice physical distancing and not gather in groups in compliance with CDC and State guidelines.
- Vendors should consider holding meetings and inspections virtually (i.e., videoconferencing or teleconferencing), when possible.
- If a meeting or inspection cannot be held virtually and must be held in-person on campus, such as a construction inspection, Blinn College requires the meeting to be:
  - Scheduled ahead of time and not conducted unannounced

**Hygiene Best Practices**

- Vendors should follow all hygiene best practices recommended by the CDC to limit the spread of COVID-19.

**Reporting On-Campus Vendor Operations, As Necessary**

- Vendors should coordinate with their College District point of contact to report and arrange for on-campus operations and confirm once work is completed, as necessary.

*Blinn College reserves the right to update these guidelines and implement additional precautionary measures at any time.*
MISCELLANEOUS MECHANICAL REPAIRS AND CHILLER REPLACEMENT
Blinn College District Project Number: 2021.BY.002.1

DOCUMENT 008000 - SUPPLEMENTARY CONDITIONS

1.1 SUPPLEMENTS
   A. The following supplements modify, change, delete from or add to the "General Conditions of the
   Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted
   by these supplements, the unaltered provision of the Article, Paragraph, Subparagraph or Clause
   shall remain in effect.

1.2 REFERENCE TO DIVISION 01
   A. With regard to provisions of General Conditions related to project administrative or work related
   requirements of the Contract, some of those paragraphs are modified or deleted from General
   Conditions, and are specified in Division 01, "General Requirements" of the Specifications.

ARTICLE 1 - GENERAL PROVISIONS
§ 1.1 Basic Definitions
Add the following new paragraphs:

§ 1.1.9 Product
The term "Product" as used in these Contract Documents includes materials, systems, and equipment.

§ 1.1.10 Provide
The term "provide" as used in this Project Manual means to furnish and install.

§ 1.2 Correlation and Intent of the Contract Documents
Add the following new subparagraphs:

§ 1.2.4 The inter-relation of the Project Manual, the Drawings and the schedules is as follows: The
Project Manual determines the quality, nature and setting of the several materials; the Drawings establish
the quantities, dimensions and details; and the schedules give the location. The documents are to be
considered as one and whatever is called for by any one shall be as binding as if called for by all.

§ 1.2.5 Should the drawings disagree in themselves, or with the Project Manual, or if proprietary
information disagrees with performance requirements in either the Drawings or the Project Manual, the
better quality or greater quantity of the Work or materials shall be estimated upon, and unless otherwise
ordered by the Architect in writing, shall be performed or furnished. Should discrepancies or doubt occur,
do not proceed with the Work without clarification from the Architect. Contractor shall request
clarification in sufficient time to avoid delays and increases in the contract sum.

Add the following new paragraphs:

§ 1.9 Wage Rates
The contractor shall not pay less than the wage scale of the various classes of labor as published in the
Davis Bacon Act for Austin, Fayette, and Washington Counties; and as published by the Texas A&M
University System for Brazos County. The specified wage rates are minimum rates only. The owner is
not bound to pay any claims for additional compensation made by any contractor because the contractor
pays wages in excess of the applicable minimum rate contained in the Contract.
ARTICLE 2 – LAWS GOVERNING CONSTRUCTION
Modify the following paragraphs as follows:

§ 2.5 Owner’s Right to Carry Out the Work
If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. 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.

Add following paragraphs:

§ 2.6 The Owner qualifies for exemption from certain State and Local Sales and Use Taxes pursuant to the provisions of Tex. Tax Code, Chapter 151. The Contractor may claim exemption from payment of applicable State taxes by complying with such procedures as prescribed by State Comptroller of Public Accounts. Contractor shall not be entitled to reimbursement for taxes paid on items that are exempt from taxation.

ARTICLE 3 - CONTRACTOR

§ 3.2 Review of Contract Documents and Field Conditions by Contractor
Modify the following paragraphs as follows:

§ 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. If a dimensional discrepancy exists, Contractor shall take field measurements required for proper fabrication and installation of work. Upon commencement of any item of work, Contractor shall be responsible for dimensions related to such item of Work and shall make any corrections necessary to make work properly fit at no additional cost to Owner. Before ordering any material or doing any work, Contractor shall verify dimensions and check conditions in order to assure himself that they properly reflect those on the Drawings. Any inconsistency shall be brought to attention of the Architect. In the event that discrepancies occur between ordered material and actual conditions, of which Architect was not notified beforehand, costs to correct such discrepancies shall be borne by Contractor.
§ 3.3 Supervision and Construction Procedures
Add the following new paragraphs:

§ 3.3.4 Supplement as provided in Division 1.

§ 3.4 Labor and Materials
Add the following new paragraph:

§ 3.4.4 After the Contract has been executed, the Owner and the Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the General Requirements of the Specifications, Division 1. Refer to Division 01 for supplemental information.

§ 3.5 Warranty
Add the following new paragraphs:

§ 3.5.3 Supplement as provided in Division 01.

§ 3.8 Allowances
Add the following new paragraphs:

§ 3.8.4 Supplement as provided in Division 01.

§ 3.10 Contractor’s Construction and Submittal Schedules
Add the following new paragraphs:

§ 3.10.4 Supplement as provided in Division 01.

§ 3.11 Documents and Samples at the Site
Add the following new paragraphs:

§ 3.11.1 Supplement as provided in Division 01.

§ 3.12 Shop Drawings, Product Data and Samples
Add the following new paragraphs:

§ 3.12.11 Supplement as provided in Division 01.

§ 3.13 Use of Site
Add the following new paragraphs:

§ 3.13.1 Supplement as provided in Division 01.

§ 3.14 Cutting and Patching
Add the following new paragraphs:

§ 3.14.3 Supplement as provided in Division 01.

§ 3.15 Cleaning Up
Add the following new paragraphs:
§ 3.15.3 Supplement as provided in Division 01.

§ 3.18 Indemnification
Modify the following paragraphs as follows:

§ 3.18.1 To the fullest extent permitted by applicable law, the Contractor shall indemnify, defend, 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). This indemnification shall apply to, but not be limited to, any damage to property or injury (including death) to person (including any damage or injury to property or person or any employee of the Contractor, its subcontractors, Owner, or the Architect) which may occur or be alleged to have occurred in connection with the performance of this Contract. 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. This indemnification shall survive termination of the Contract or completion by the Contractor of all of its obligations under this Contract, as to events arising prior to such termination or completion.

§ 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 this section shall not be limited by a limitation on amount or type of damages, insurance, compensation or benefits payable by or for the Contractor or a subcontractor under workers’ compensation acts, disability benefit acts or other employee benefit acts.

Add the following new paragraphs:

§ 3.18.3 The provisions of this indemnification and all other indemnification obligations set out in the Contract Documents, shall survive the termination of this Contract, howsoever caused, or completion of the Contract as to events occurring prior to such termination or completion, and no payment, partial payment, nor issuance of a certificate of Substantial Completion nor a certificate of Final Completion nor acceptance or occupancy in whole or in part of the Work shall waive or release any of the provisions of this section or of any other indemnification contained in the Contract Documents.

ARTICLE 4   ARCHITECT
Modify the following paragraphs as follows:

§ 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.

§ 4.2 Administration of the Contract
Modify the following paragraphs as follows:

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner 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.

**ARTICLE 6 - CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

§ 6.2 Mutual Responsibility  
Add the following new paragraph

§ 6.2.6 Coordinated construction work under this Contract includes, but not be limited to, providing concealed blocking as noted for attachment of separate contract items in locations necessary for the actual items to be installed. Providing proper dimensional coordination of separate contract supplied items for general construction work and trim that is to meet and/or adjoin Furniture, Fixtures, Equipment and Accessories.

§ 6.2.7 It is a requirement of the Contractor’s work schedule to provide the cooperation, coordination and exchange of information necessary for a timely execution of separate contract work.

**ARTICLE 7 - CHANGES IN THE WORK**

§ 7.1 General  
Add the following new paragraphs:

§ 7.1.4 Supplement as provided in Division1.

§ 7.1.5 Except as provided in this article, no oral statement, or direction of Architect or Owner shall be treated as a Change Order or entitle Contractor to an adjustment to the Contract Sum or the Contract Time.

§ 7.1.6 Unit prices shall be inclusive of all costs including mark-up for overhead and profit and shall be applied to units of measure as defined in the Contract Documents for each category of Work.

**ARTICLE 8 - TIME**

§ 8.3 Delays and Extensions of Time  
Modify the following paragraphs as follows:

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor’s control; (4) by delay authorized by the Owner; 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.

Add the following new paragraphs
§ 8.3.4 Apart from extension of time, no payment or claim for damages shall be made to Contractor as compensation for damages for any ordinary delays or hindrances from any cause whatsoever in the progress of the Work, notwithstanding whether such delay be avoidable or unavoidable.

§ 8.3.5 In order to claim an inclement weather delay day, Contractor must:

.1 Document, in writing, that the weather on the particular day was of such nature (rain, wind, snow, ice, and subsequent resultant effects) that it significantly impacted its ability to make progress on critical path work items. Inclement weather delay days will not be granted for weekends or holidays unless Contractor can demonstrate that it had been and intended to work on these days.

.2 Submit such delay claims on a weekly basis, not more than 7 days following the day of occurrence.

.3 Summarize the number of days claimed for the entire month accompanying each month’s application for payment.

ARTICLE 9 - PAYMENTS AND COMPLETION

§ 9.2 Schedule of Values
Add the following new paragraphs:

§ 9.2.1 Supplement as provided in Division 01.

§ 9.3 Applications for Payment
Add the following new subparagraph:

§ 9.3.4 Supplement as provided in Division 01.

§ 9.3.5 Unless otherwise stated in the Owner/Contractor Agreement, the Owner will retain, until Final Payment, Five (5) percent of the amount due the Contractor on account of progress payments, payable 30 days after Substantial Completion and/or satisfactory evidence to the owner that all payments, bills, and claims have been paid. Add following Sub-subparagraphs:

§ 9.3.6 Monthly Applications for Payment shall include waivers of liens for all work included in previous months' application for payment. Waiver of Liens for subcontractors and materialmen shall be total amount paid prior to previous months' application for payment.

§ 9.5 Decisions to Withhold Certification
Add the following new subparagraph:

§ 9.5.1.8 Failure to submit written plan indicating action by Contractor to regain time schedule for completion of Work within Contract Time.

§ 9.5.1.8 Failure to keep record documents current.
§ 9.8 Substantial Completion
Add the following new paragraphs:

§ 9.8.6 Supplement as provided in Division 01.

§ 9.10 Final Completion and Final Payment
Modify the following paragraphs as follows:

§ 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. The Contractor shall deliver 4 sets of the following items to the Owner before final payment will be made:

1. Other close-out submittals as specified in Division 01.
2. Project record documents as specified in Division 01.
3. Operations and maintenance data as specified in Division 01.
4. All warranties as required on specific products or portions of the Work, in format outlined in Division 01.
5. Spare parts, overages, and maintenance materials as outlined in Division 1 and described in the various technical sections.
6. Certificates of occupancy.
7. Copies of all inspection tags from authorities having jurisdiction.
8. Executed Certificate of Substantial Completion.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.2 Safety of Persons and Property
Modify the following paragraphs as follows:

§ 10.2.1 The Contractor shall be solely responsible 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.

ARTICLE 11 - INSURANCE AND BONDS

§ 11.1 Contractor’s Insurance and Bonds
Add the following new Sub-subparagraphs:

§ 11.1.5 Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:
   .1 Premises Operations (including X-C-U).
   .2 Independent Contractor's Protective.
   .3 Products and Completed Operations.
   .4 Contractual including specified provisions for the Contractor's obligations under Paragraph 3.18.
   .5 Broad Form Property Damage including Completed Operations.
   .6 Personal Injury Liability with Employment Exclusion Deleted.
   .7 Owner's and Contractor's Protective.
   .8 Excess Umbrella.

§ 11.1.6 Insurance certificate(s) shall specify Owner as the certificate holder and (except for Workers' Compensation) as an additional insured.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.2 Correction of Work
Modify the following paragraphs as follows:

§ 12.2.2.3 The one-year period for correction of Work shall be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law
Modify the following paragraphs as follows:

§ 13.1 Governing Law
The Contract shall be governed by the law of the place where the Project is located.

§ 13.4 Tests and Inspections
Add the following new paragraphs:

§ 13.4.6 Supplement as provided in Division 01.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor
Modify the following paragraphs as follows:
§ 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.

§ 14.2 Termination by the Owner for Cause
Modify the following paragraphs as follows:

§ 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.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims
Delete the following paragraphs:

§ 15.1.7 Waiver of Claims for Consequential Damages – Intentionally deleted

§ 15.2 Initial Decision
Modify the following paragraphs as follows:

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefore; 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.

Delete the following paragraphs:

§ 15.2.6 Intentionally Deleted.

§ 15.2.6.1 Intentionally Deleted.

§ 15.3 Mediation

§ 15.4 Arbitration

END OF DOCUMENT
MISCELLANEOUS MECHANICAL REPAIRS AND BAS REPLACEMENT
Blinn College District Project Number: 2021.BY.002.2

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Phased construction.
4. Work by Owner.
5. Work under separate contracts.
6. Future work.
7. Purchase contracts.
8. Owner-furnished products.
10. Access to site.
11. Coordination with occupants.
12. Work restrictions.

B. Related Requirements:

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

1.3 PROJECT INFORMATION

A. Project Identification: 2021.BY.002.02

1. Project Location: Bryan Campus

B. Owner: Blinn College, 902 College Avenue – Arts & Science 203, Brenham, TX 77833

1. Owner's Representative: Jessica Gaida, 979-830-4467

C. Architect: JonesDBR Engineering
SUMMARY

011000 - 2

MISCELLANEOUS MECHANICAL REPAIRS AND BAS REPLACEMENT
Blinn College District Project Number: 2021.BY.002.2

1.4 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:

A. The project is a miscellaneous mechanical repairs and BAS upgrades. The scope includes, but is not limited to, demolition and reinstallation of a building automation system (BAS) control system, rework/repair of existing mechanical insulation and equipment, electrical in Building “C” and Building “D”.

B. Type of Contract:

1. Project will be constructed under a single prime contract.

1.5 PHASED CONSTRUCTION

A. The Work shall be conducted in one phase, with each phase substantially complete as indicated:

1. Phase 1: Work of this phase shall commence 5 after the Notice to Proceed and be substantially complete and ready for occupancy July 31, 2022.

B. Before commencing Work of each phase, submit an updated copy of Contractor's construction schedule showing the sequence, commencement and completion dates for all phases of the Work.

1.6 WORK BY OWNER

A. General: Cooperate fully with Owner so work may be carried out smoothly, without interfering with or delaying work under this Contract or work by Owner. Coordinate the Work of this Contract with work performed by Owner.

1.7 ACCESS TO SITE

A. General: Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.

B. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.

C. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Limits: Confine construction operations to chiller yard.
2. Limits: Limit site disturbance, including earthwork and clearing of vegetation, to 40 feet (12.2 m) beyond building perimeter; 10 feet (3 m) beyond surface walkways, patios, surface parking, and utilities less than 12 inches (300 mm) in diameter; 15 feet (4.5 m) beyond primary roadway curbs and main utility branch trenches; and 25 feet (7.6 m)
beyond constructed areas with permeable surfaces (such as pervious paving areas, stormwater detention facilities, and playing fields) that require additional staging areas in order to limit compaction in the constructed area.

3. Driveways, Walkways and Entrances: Keep driveways, loading areas and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
   
a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
   b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

D. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

1.8 COORDINATION WITH OCCUPANTS

A. Full Owner Occupancy: Owner will occupy site and [existing] [adjacent] building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.

1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.

B. Partial Owner Occupancy: Owner will occupy the premises during entire construction period, with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits unless otherwise indicated.

1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.

C. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.

1. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied prior to Owner acceptance of the completed Work.
2. Obtain a Certificate of Occupancy from authorities having jurisdiction before limited Owner occupancy.
3. Before limited Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of Work.

4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of Work.

1.9 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 6 a.m. to 5 p.m., Monday through Friday, unless otherwise indicated.

1. Weekend Hours: Coordinate with Owner.
2. Early Morning Hours: Coordinate with Owner.
3. Hours for Utility Shutdowns: Coordinate with Owner.

C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:

1. Notify Engineer and Owner not less than three days in advance of proposed utility interruptions.
2. Obtain Engineer and Owner's written permission before proceeding with utility interruptions.

D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.

1. Notify Engineer and Owner not less than three days in advance of proposed utility interruptions.
2. Obtain Engineer and Owner's written permission before proceeding with utility interruptions.

E. Nonsmoking Building: Smoking is not permitted within the building or within 25 feet (8 m) of entrances, operable windows, or outdoor-air intakes.

F. Controlled Substances: Use of tobacco products and other controlled substances on Project site is not permitted.

G. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.
1.10 SPECIFICATION AND DRAWING CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:

1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard.
3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000
SECTION 012100 - ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements governing allowances.

1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.

B. Types of allowances include the following:

1. Lump-sum allowances.
2. Unit-cost allowances.
3. Quantity allowances.
4. Contingency allowances.
5. Testing and inspecting allowances.

C. Related Requirements:

1. Section 012200 "Unit Prices" for procedures for using unit prices.
2. Section 014000 "Quality Requirements" for procedures governing the use of allowances for testing and inspecting.

1.3 SELECTION AND PURCHASE

A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.

B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.

C. Purchase products and systems selected by Architect from the designated supplier.
1.4 ACTION SUBMITTALS
A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.

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

1.6 COORDINATION
A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.7 LUMP-SUM ALLOWANCES
A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include freight, and delivery to Project site.
B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner under allowance shall be included as part of the Contract Sum and not part of the allowance.
C. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
   1. If requested by Architect, retain and prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed.

1.8 CONTINGENCY ALLOWANCES
A. Use the contingency allowance only as directed by Architect for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.
B. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, insurance, equipment rental, and similar costs.
C. Authorization to Use Contingency (AUC) funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit margins.
D. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

1.9 ADJUSTMENT OF ALLOWANCES

A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.

   1. Include installation costs in purchase amount only where indicated as part of the allowance.
   2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
   3. Submit substantiation of a change in scope of work, if any, claimed in Change Orders related to unit-cost allowances.
   4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.

B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.

   1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.
   2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 PREPARATION

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

A. Allowance No. 1: Contingency Allowance: Include a contingency allowance of $25,000 for use according to Owner's written instructions.

END OF SECTION 012100
SECTION 012200 - UNIT PRICES

PART 1 - GENERAL

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

1.2 SUMMARY
   A. Section includes administrative and procedural requirements for unit prices.
   B. Related Requirements:
      1. Section 012600 "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
      2. Section 014000 "Quality Requirements" for general testing and inspecting requirements.

1.3 DEFINITIONS
   A. Unit price is an amount incorporated in the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES
   A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
   B. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
   C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
   D. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.
PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF UNIT PRICES

A. Unit Price 1: Replacement of chilled water or heating water valve including actuator.
   1. Description: Replacement of chilled or heating water valve including actuator.
   2. Quantity Allowance: Coordinate unit price with allowance adjustment requirements in Section 012100 "Allowances."

B. Unit Price No. 2: Repair of piping insulation per foot.
   1. Description: Repair or replacement of piping insulation per foot.
   2. Quantity Allowance: Coordinate unit price with allowance adjustment requirements in Section 012100 "Allowances."

C. Unit Price No. 3: Repair of mechanical ductwork per foot.
   1. Description: Repair of ductwork or ductwork insulation per foot.
   2. Unit of Measurement: Square feet (Square meters) of concrete removed.

END OF SECTION 012200
SECTION 012300 - 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. 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. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
2. 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: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated revisions 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. 1A: Building H by Delta – Team Solutions:
   1. Base Bid: No work.
   2. Alternate: Building H BAS Controls per documents by Delta – Team Solutions.

B. Alternate No. 1B: Building H by Schneider Electric – Tempset Controls
   1. Base Bid: No Work
   2. Alternate: Building H BAS Controls per documents by Schneider Electric – Tempset Controls.

C. Alternate No. 2A: Building G by Delta – Team Solutions:
   1. Base Bid: No Work
   2. Alternate: Building G BAS Controls per documents by Delta – Team Solutions

D. Alternate No. 2B: Building G by Schneider Electric – Tempset Controls
   1. Base Bid: No Work

3.

END OF SECTION 012300
SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

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

1.2 SUMMARY
A. Section includes administrative and procedural requirements for substitutions.
B. Related Requirements:
   1. Section 012100 "Allowances" for products selected under an allowance.
   2. Section 012300 "Alternates" for products selected under an alternate.
   3. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

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

1.4 ACTION SUBMITTALS
A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
   1. Substitution Request Form: Use CSI Form 13.1A.
   2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
      a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.

c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.

d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.

e. Samples, where applicable or requested.

f. Certificates and qualification data, where applicable or requested.

g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.

h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.

i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.

j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.

k. Cost information, including a proposal of change, if any, in the Contract Sum.

l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.

m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within [seven] <Insert number> days of receipt of a request for substitution. Architect will notify Contractor[through Construction Manager] of acceptance or rejection of proposed substitution within [15] <Insert number> days of receipt of request, or [seven] <Insert number> days of receipt of additional information or documentation, whichever is later.


b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

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

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

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

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

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

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

B. Substitutions for Convenience: Architect will consider requests for substitution if received within 15 days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.

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

   a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
   b. Requested substitution does not require extensive revisions to the Contract Documents.
   c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
d. Substitution request is fully documented and properly submitted.

e. Requested substitution will not adversely affect Contractor's construction schedule.

f. Requested substitution has received necessary approvals of authorities having jurisdiction.

g. Requested substitution is compatible with other portions of the Work.

h. Requested substitution has been coordinated with other portions of the Work.

i. Requested substitution provides specified warranty.

j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500
SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

B. Related Requirements:

1. Section 012500 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.

1.3 MINOR CHANGES IN THE WORK

A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

1.4 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.

2. Within time specified in Proposal Request or 20 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.

   a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
   b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
   c. Include costs of labor and supervision directly attributable to the change.
   d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and completion dates.
finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.


B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.

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

1.5 ADMINISTRATIVE CHANGE ORDERS

A. Allowance Adjustment: See Section 012100 "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.

B. Unit-Price Adjustment: See Section 012200 "Unit Prices" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit-price work.

1.6 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Work Changes Proposal Request, Architect will:

1. If the work change proposal request will add cost to the project, issue a Change Order for signatures of Owner and Contractor on AIA Document G701.
2. If the work change proposal will be paid from the owner's contingency or buyout savings, issue an Authorization to Use Contingency (AUC) in a format acceptable to the architect and owner.
1.7 CONSTRUCTION CHANGE DIRECTIVE


1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600
SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

B. Related Requirements:

1. Section 012100 "Allowances" for procedural requirements governing the handling and processing of allowances.
2. Section 012200 "Unit Prices" for administrative requirements governing the use of unit prices.
3. Section 012600 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
4. Section 013200 "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

1.3 DEFINITIONS

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

1.4 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.

1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:

   a. Application for Payment forms with continuation sheets.
   b. Submittal schedule.
   c. Items required to be indicated as separate activities in Contractor's construction schedule.

2. Submit the schedule of values to Architect at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
3. Subschedules for Phased Work: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values coordinated with each phase of payment.

4. Subschedules for Separate Elements of Work: Where the Contractor's construction schedule defines separate elements of the Work, provide subschedules showing values coordinated with each element.

5. Subschedules for Separate Design Contracts: Where the Owner has retained design professionals under separate contracts who will each provide certification of payment requests, provide subschedules showing values coordinated with the scope of each design services contract as described in Section 011000 "Summary."

B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.

1. Identification: Include the following Project identification on the schedule of values:
   a. Project name and location.
   b. Name of Architect.
   c. Architect's project number.
   d. Contractor's name and address.
   e. Date of submittal.

2. Arrange schedule of values consistent with format of AIA Document G703.

3. Arrange the schedule of values in tabular form with separate columns to indicate the following for each item listed:
   a. Related Specification Section or Division.
   b. Description of the Work.
   c. Name of subcontractor.
   d. Name of manufacturer or fabricator.
   e. Name of supplier.
   f. Change Orders (numbers) that affect value.
   g. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
      1) Labor.
      2) Materials.
      3) Equipment.

   a. Include separate line items under Contractor and principal subcontracts for Project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.

5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
6. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
   a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.

7. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.

8. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.

9. Purchase Contracts: Provide a separate line item in the schedule of values for each purchase contract. Show line-item value of purchase contract. Indicate owner payments or deposits, if any, and balance to be paid by Contractor.

10. 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.

11. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.

1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

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

C. Payment Application Times: Submit Application for Payment to Architect by the Tenth of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.

1. Submit draft copy of Application for Payment seven days prior to due date for review by Architect.

D. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.

1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.

F. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.

1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
3. Provide summary documentation for stored materials indicating the following:
   a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
   b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
   c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.

G. Transmittal: Submit a digital signed and notarized original copies of each Application for Payment to Architect via email by a method ensuring receipt. 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.

H. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.

1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
2. When an application shows completion of an item, submit conditional final or full waivers.
3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
5. Waiver Forms: Submit executed waivers of lien on forms, acceptable to Owner.

I. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.
2. Schedule of values.
3. Contractor's construction schedule (preliminary if not final).
4. Products list (preliminary if not final).
5. Schedule of unit prices.
6. Submittal schedule (preliminary if not final).
7. List of Contractor's staff assignments.
8. List of Contractor's principal consultants.
11. Initial progress report.
13. Certificates of insurance and insurance policies.
15. Data needed to acquire Owner's insurance.

J. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

K. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.
2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
6. AIA Document G707, "Consent of Surety to Final Payment."
7. Evidence that claims have been settled.
8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
MISCELLANEOUS MECHANICAL REPAIRS AND BAS REPLACEMENT
Blinn College District Project Number: 2021.BY.002.2

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900
SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Startup construction schedule.
2. Contractor's construction schedule.
3. Construction schedule updating reports.
4. Daily construction reports.
5. Material location reports.
6. Site condition reports.
7. Special reports.

B. Related Requirements:
1. Section 013300 "Submittal Procedures" for submitting schedules and reports.
2. Section 014000 "Quality Requirements" for submitting a schedule of tests and inspections.

1.3 DEFINITIONS

A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.

1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
2. Predecessor Activity: An activity that precedes another activity in the network.
3. Successor Activity: An activity that follows another activity in the network.

B. Cost Loading: The allocation of the schedule of values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum unless otherwise approved by Architect.

C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

E. Event: The starting or ending point of an activity.

F. Float: The measure of leeway in starting and completing an activity.
   1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
   2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
   3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

G. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

1.4 INFORMATIONAL SUBMITTALS

A. Format for Submittals: Submit required submittals in the following format:
   1. Working electronic copy of schedule file, where indicated.
   2. PDF electronic file.

B. Startup construction schedule.
   1. Approval of cost-loaded, startup construction schedule will not constitute approval of schedule of values for cost-loaded activities.

C. Startup Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.

D. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
   1. Submit a working electronic copy of schedule, using software indicated, and labeled to comply with requirements for submittals. Include type of schedule (initial or updated) and date on label.

E. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, cost and resource loading, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.
   1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.
   2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
   3. Total Float Report: List of all activities sorted in ascending order of total float.
4. Earnings Report: Compilation of Contractor's total earnings from the Notice to Proceed until most recent Application for Payment.

F. Construction Schedule Updating Reports: Submit with Applications for Payment.

G. Daily Construction Reports: Submit at weekly intervals.

H. Material Location Reports: Submit at weekly intervals.

I. Site Condition Reports: Submit at time of discovery of differing conditions.

J. Special Reports: Submit at time of unusual event.

K. Qualification Data: For scheduling consultant.

1.5 QUALITY ASSURANCE

A. Scheduling Consultant Qualifications: An experienced specialist in CPM scheduling and reporting, with capability of producing CPM reports and diagrams within 24 hours of Architect's request.

B. Prescheduling Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination." Review methods and procedures related to the preliminary construction schedule and Contractor's construction schedule, including, but not limited to, the following:

1. Review software limitations and content and format for reports.
2. Verify availability of qualified personnel needed to develop and update schedule.
3. Discuss constraints, including phasing, interim milestones, and partial Owner occupancy.
4. Review delivery dates for Owner-furnished products.
5. Review schedule for work of Owner's separate contracts.
6. Review submittal requirements and procedures.
7. Review time required for review of submittals and resubmittals.
8. Review requirements for tests and inspections by independent testing and inspecting agencies.
9. Review time required for Project closeout and Owner startup procedures, including commissioning activities.
10. Review and finalize list of construction activities to be included in schedule.
11. Review procedures for updating schedule.

1.6 COORDINATION

A. Coordinate Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.

1. Secure time commitments for performing critical elements of the Work from entities involved.
2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

A. Time Frame: Extend schedule from date established for the Notice of Award to date of final completion.

1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

B. Activities: Treat each story or separate area as a separate numbered activity for each main element of the Work. Comply with the following:

1. Activity Duration: Define activities so no activity is longer than 30 days, unless specifically allowed by Architect.

2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
   a. Receipt of Chiller.


4. Startup and Testing Time: Include no fewer than 10 days for startup and testing.

5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.

6. Punch List and Final Completion: Include not more than 10 days for completion of punch list items and final completion.

C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.

1. Phasing: Arrange list of activities on schedule by phase.

2. Work under More Than One Contract: Include a separate activity for each contract.

3. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.

4. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Section 011000 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.

5. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Section 011000 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.

6. Work Restrictions: Show the effect of the following items on the schedule:
a. Coordination with existing construction.
b. Limitations of continued occupancies.
c. Uninterruptible services.
d. Partial occupancy before Substantial Completion.
e. Use of premises restrictions.
g. Seasonal variations.
h. Environmental control.

7. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:

a. Subcontract awards.
b. Submittals.
c. Purchases.
d. Mockups.
e. Fabrication.
f. Sample testing.
g. Deliveries.
h. Installation.
i. Tests and inspections.
j. Adjusting.
k. Curing.
l. Building flush-out.
m. Startup and placement into final use and operation.

8. Construction Areas: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:

a. Structural completion.
b. Temporary enclosure and space conditioning.
c. Permanent space enclosure.
d. Completion of mechanical installation.
e. Completion of electrical installation.
f. Substantial Completion.

D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion

E. Cost Correlation: Superimpose a cost correlation timeline, indicating planned and actual costs. On the line, show planned and actual dollar volume of the Work performed as of planned and actual dates used for preparation of payment requests.

1. See Section 012900 "Payment Procedures" for cost reporting and payment procedures.

F. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:

1. Unresolved issues.
2. Unanswered Requests for Information.
3. Rejected or unreturned submittals.
4. Notations on returned submittals.

G. Recovery Schedule: When periodic update indicates the Work is 7 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished.

H. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.

2.2 STARTUP CONSTRUCTION SCHEDULE
A. Bar-Chart Schedule: Submit startup, horizontal, bar-chart-type construction schedule within seven days of date established for the Notice to Proceed.

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 90 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)
A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's construction schedule within 30 days of date established for the Notice to Proceed. Base schedule on the startup construction schedule and additional information received since the start of Project.

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

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

1. List of subcontractors at Project site.
2. List of separate contractors at Project site.
3. Approximate count of personnel at Project site.
4. Equipment at Project site.
5. Material deliveries.
6. High and low temperatures and general weather conditions, including presence of rain or snow.
7. Accidents.
8. Meetings and significant decisions.
9. Unusual events (see special reports).
MISCELLANEOUS MECHANICAL REPAIRS AND BAS REPLACEMENT
Blinn College District Project Number: 2021.BY.002.2

10. Stoppages, delays, shortages, and losses.
11. Meter readings and similar recordings.
13. Orders and requests of authorities having jurisdiction.
14. Change Orders received and implemented.
15. [Construction] [Work] Change Directives received and implemented.
16. Services connected and disconnected.
17. Equipment or system tests and startups.
18. Partial completions and occupancies.
19. Substantial Completions authorized.

B. Material Location Reports: At weekly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site. Indicate the following categories for stored materials:

1. Material stored prior to previous report and remaining in storage.
2. Material stored prior to previous report and since removed from storage and installed.
3. Material stored following previous report and remaining in storage.

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

2.5 SPECIAL REPORTS

A. General: Submit special reports directly to Owner within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.

B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Scheduling Consultant: Engage a consultant to provide planning, evaluation, and reporting using CPM scheduling.

1. In-House Option: Owner may waive the requirement to retain a consultant if Contractor employs skilled personnel with experience in CPM scheduling and reporting techniques. Submit qualifications.
2. Meetings: Scheduling consultant shall attend all meetings related to Project progress, alleged delays, and time impact.

B. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
   1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
   2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
   3. As the Work progresses, indicate final completion percentage for each activity.

C. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
   1. Post copies in Project meeting rooms and temporary field offices.
   2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 013200
SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

B. Related Requirements:

1. Section 012900 "Payment Procedures" for submitting Applications for Payment and the schedule of values.
2. Section 013200 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
3. Section 017823 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
4. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
5. Section 017900 "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.

1.3 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."

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

C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.

1.4 ACTION SUBMITTALS

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

1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
2. Initial Submittal: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
   a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.

4. Format: Arrange the following information in a tabular format:
   a. Scheduled date for first submittal.
   b. Specification Section number and title.
   c. Submittal category: Action; informational.
   d. Name of subcontractor.
   e. Description of the Work covered.
   f. Scheduled date for Architect's final release or approval.
   g. Scheduled date of fabrication.
   h. Scheduled dates for purchasing.
   i. Scheduled dates for installation.
   j. Activity or event number.

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS


1. Architect will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawings[ and Project record drawings].
   a. Architect makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
   b. Digital Drawing Software Program: The Contract Drawings are available in PDF.
   c. Contractor shall execute a data licensing agreement in the form of Agreement form acceptable to Owner and Architect.
   d. The following digital data files will by furnished for each appropriate discipline:
      1) Floor plans.
      2) Reflected ceiling plans.
B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.

   a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on [Architect's] receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 10 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
3. Resubmittal Review: Allow 10 days for review of each resubmittal.
4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.

D. Paper Submittals: Place a permanent label or title block on each submittal item for identification.

1. Indicate name of firm or entity that prepared each submittal on label or title block.
2. Provide a space approximately 6 by 8 inches (150 by 200 mm) on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
3. Include the following information for processing and recording action taken:

   a. Project name.
   b. Date.
   c. Name of Architect.
   d. Name of Construction Manager.
   e. Name of Contractor.
   f. Name of subcontractor.
   g. Name of supplier.
   h. Name of manufacturer.
   i. Submittal number or other unique identifier, including revision identifier.

   1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals
shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).

j. Number and title of appropriate Specification Section.
k. Drawing number and detail references, as appropriate.
l. Location(s) where product is to be installed, as appropriate.
m. Other necessary identification.

4. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.

a. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect.

5. Transmittal for Paper Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will discard submittals received from sources other than Contractor.

a. Transmittal Form for Paper Submittals: Use CSI Form 12.1A.
b. Transmittal Form for Paper Submittals: Provide locations on form for the following information:

1) Project name.
2) Date.
3) Destination (To:).
4) Source (From:).
5) Name and address of Architect.
6) Name of Construction Manager.
7) Name of Contractor.
8) Name of firm or entity that prepared submittal.
9) Names of subcontractor, manufacturer, and supplier.
10) Category and type of submittal.
11) Submittal purpose and description.
12) Specification Section number and title.
13) Specification paragraph number or drawing designation and generic name for each of multiple items.
14) Drawing number and detail references, as appropriate.
15) Indication of full or partial submittal.
16) Transmittal number[, numbered consecutively].
17) Submittal and transmittal distribution record.
18) Remarks.
19) Signature of transmitter.

E. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:

1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
2. Name file with submittal number or other unique identifier, including revision identifier.
a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).

3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.

4. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Owner, containing the following information:

   a. Project name.
   b. Date.
   c. Name and address of Architect.
   d. Name of Construction Manager.
   e. Name of Contractor.
   f. Name of firm or entity that prepared submittal.
   g. Names of subcontractor, manufacturer, and supplier.
   h. Category and type of submittal.
   i. Submittal purpose and description.
   j. Specification Section number and title.
   k. Specification paragraph number or drawing designation and generic name for each of multiple items.
   l. Drawing number and detail references, as appropriate.
   m. Location(s) where product is to be installed, as appropriate.
   n. Related physical samples submitted directly.
   o. Indication of full or partial submittal.
   p. Transmittal number, numbered consecutively.
   q. Submittal and transmittal distribution record.
   r. Other necessary identification.
   s. Remarks.

5. Metadata: Include the following information as keywords in the electronic submittal file metadata:

   a. Project name.
   b. Number and title of appropriate Specification Section.
   c. Manufacturer name.
   d. Product name.

F. Options: Identify options requiring selection by Architect.

G. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.

H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

   1. Note date and content of previous submittal.
MISCELLANEOUS MECHANICAL REPAIRS AND BAS REPLACEMENT
Blinn College District Project Number: 2021.BY.002.2

2. Note date and content of revision in label or title block and clearly indicate extent of revision.
3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.

I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

J. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.

1. Post electronic submittals as PDF electronic files directly to Architect's FTP site specifically established for Project.

2. Submit electronic submittals via email as PDF electronic files.

3. Action Submittals: Submit three paper copies of each submittal unless otherwise indicated. Architect will return two copies.
4. Informational Submittals: Submit two paper copies of each submittal unless otherwise indicated. Architect will not return copies.
5. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
   a. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated.
   b. Provide a notarized statement on original paper copy certificates and certifications where indicated.

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:
   a. Manufacturer's catalog cuts.
   b. Manufacturer's product specifications.
   c. Standard color charts.
   d. Statement of compliance with specified referenced standards.
   e. Testing by recognized testing agency.
   f. Application of testing agency labels and seals.
   g. Notation of coordination requirements.
   h. Availability and delivery time information.
4. For equipment, include the following in addition to the above, as applicable:
   a. Wiring diagrams showing factory-installed wiring.
   b. Printed performance curves.
   c. Operational range diagrams.
   d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
5. Submit Product Data before or concurrent with Samples.
6. Submit Product Data in the following format:
   a. PDF electronic file.
   b. Three paper copies of Product Data unless otherwise indicated. Architect will return two copies.
C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
   a. Identification of products.
   b. Schedules.
   c. Compliance with specified standards.
   d. Notation of coordination requirements.
   e. Notation of dimensions established by field measurement.
   f. Relationship and attachment to adjoining construction clearly indicated.
   g. Seal and signature of professional engineer if specified.
2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least [8-1/2 by 11 inches (215 by 280 mm), but no larger than 30 by 42 inches (750 by 1067 mm)].
3. Submit Shop Drawings in the following format:
   a. PDF electronic file.
   b. Two opaque (bond) copies of each submittal. Architect will return one copy(ies).
D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
2. Manufacturer and product name, and model number if applicable.
3. Number and name of room or space.
4. Location within room or space.
5. Submit product schedule in the following format:
   a. PDF electronic file.
   b. Three paper copies of product schedule or list unless otherwise indicated. Architect will return two copies.

E. Coordination Drawing Submittals: Comply with requirements specified in Section 013100 "Project Management and Coordination."

F. Contractor's Construction Schedule: Comply with requirements specified in Section 013200 "Construction Progress Documentation."

G. Application for Payment and Schedule of Values: Comply with requirements specified in Section 012900 "Payment Procedures."

H. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Section 014000 "Quality Requirements."

I. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 017700 "Closeout Procedures."

J. Maintenance Data: Comply with requirements specified in Section 017823 "Operation and Maintenance Data."

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

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

M. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

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

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

Q. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

R. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

S. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:

1. Name of evaluation organization.
2. Date of evaluation.
3. Time period when report is in effect.
4. Product and manufacturers' names.
5. Description of product.
6. Test procedures and results.
7. Limitations of use.

T. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

U. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

V. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

W. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.

B. Project Closeout and Maintenance Material Submittals: See requirements in Section 017700 "Closeout Procedures."

C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

A. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate [action.] [action, as follows:]

1. <Insert description of each action indicated on Architect's (and Construction Manager's) stamp>.

B. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.

C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.

D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

E. Submittals not required by the Contract Documents may be returned by the Architect without action.

END OF SECTION 013300
SECTION 013516 - ALTERATION PROJECT PROCEDURES

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 special procedures for alteration work.

1.3 DEFINITIONS

A. Alteration Work: This term includes remodeling, renovation, repair, and maintenance work performed within existing spaces or on existing surfaces as part of the Project.

B. Consolidate: To strengthen loose or deteriorated materials in place.

C. Design Reference Sample: A sample that represents the Architect's prebid selection of work to be matched; it may be existing work or work specially produced for the Project.

D. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.

E. Match: To blend with adjacent construction and manifest no apparent difference in material type, species, cut, form, detail, color, grain, texture, or finish; as approved by Architect.

F. Refinish: To remove existing finishes to base material and apply new finish to match original, or as otherwise indicated.

G. Repair: To correct damage and defects, retaining existing materials, features, and finishes. This includes patching, piecing-in, splicing, consolidating, or otherwise reinforcing or upgrading materials.

H. Replace: To remove, duplicate, and reinstall entire item with new material. The original item is the pattern for creating duplicates unless otherwise indicated.

I. Replicate: To reproduce in exact detail, materials, and finish unless otherwise indicated.

J. Reproduce: To fabricate a new item, accurate in detail to the original, and from either the same or a similar material as the original, unless otherwise indicated.

K. Retain: To keep existing items that are not to be removed or dismantled.
L. Strip: To remove existing finish down to base material unless otherwise indicated.

1.4 COORDINATION

A. Alteration Work Subschedule: A construction schedule coordinating the sequencing and scheduling of alteration work for entire Project, including each activity to be performed, and based on Contractor's Construction Schedule. Secure time commitments for performing critical construction activities from separate entities responsible for alteration work.

1. Schedule construction operations in sequence required to obtain best Work results.
2. Coordinate sequence of alteration work activities to accommodate the following:
   a. Owner's continuing occupancy of portions of existing building.
   b. Owner's partial occupancy of completed Work.
   c. Other known work in progress.
   d. Tests and inspections.

3. Detail sequence of alteration work, with start and end dates.
4. Utility Services: Indicate how long utility services will be interrupted. Coordinate shutoff, capping, and continuation of utility services.
5. Use of elevator and stairs.
6. Equipment Data: List gross loaded weight, axle-load distribution, and wheel-base dimension data for mobile and heavy equipment proposed for use in existing structure. Do not use such equipment without certification from Contractor's professional engineer that the structure can support the imposed loadings without damage.

B. Pedestrian and Vehicular Circulation: Coordinate alteration work with circulation patterns within Project building(s) and site. Some work is near circulation patterns and adjacent to restricted areas, central plant. Circulation patterns cannot be closed off entirely and in places can be only temporarily redirected around small areas of work. Plan and execute the Work accordingly.

1.5 PROJECT MEETINGS FOR ALTERATION WORK

A. Preliminary Conference for Alteration Work: Before starting alteration work, conduct conference at central plant.

1. Attendees: In addition to representatives of Owner, Architect, and Contractor, testing service representative, specialists, and chemical-cleaner manufacturer(s) shall be represented at the meeting.
2. Agenda: Discuss items of significance that could affect progress of alteration work, including review of the following:
   a. Alteration Work Subschedule: Discuss and finalize; verify availability of materials, specialists' personnel, equipment, and facilities needed to make progress and avoid delays.
   b. Fire-prevention plan.
   c. Governing regulations.
   d. Areas where existing construction is to remain and the required protection.
e. Hauling routes.
f. Sequence of alteration work operations.
g. Storage, protection, and accounting for salvaged and specially fabricated items.
h. Existing conditions, staging, and structural loading limitations of areas where materials are stored.
i. Qualifications of personnel assigned to alteration work and assigned duties.
j. Requirements for extent and quality of work, tolerances, and required clearances.
k. Embedded work such as flashings and lintels, special details, collection of waste, protection of occupants and the public, and condition of other construction that affects the Work or will affect the work.

3. Reporting: Record conference results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from conference.

B. Coordination Meetings: Conduct coordination meetings specifically for alteration work at weekly intervals. Coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.

1. Attendees: In addition to representatives of Owner, Architect, and Contractor, each specialist, supplier, installer, and other entity concerned with progress or involved in planning, coordination, or performance of alteration work activities shall be represented at these meetings. All participants at conference shall be familiar with Project and authorized to conclude matters relating to alteration work.

2. Agenda: Review and correct or approve minutes of previous coordination meeting. Review other items of significance that could affect progress of alteration work. Include topics for discussion as appropriate to status of Project.

   a. Alteration Work Subschedule: Review progress since last coordination meeting. Determine whether each schedule item is on time, ahead of schedule, or behind schedule. Determine how construction behind schedule will be expedited with retention of quality; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities are completed within the Contract Time.

   b. Schedule Updating: Revise Contractor's Alteration Work Subschedule after each coordination meeting where revisions to schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.

   c. Review present and future needs of each entity present, including review items listed in the "Preliminary Conference for Alteration Work" Paragraph in this article and the following:

      1) Interface requirements of alteration work with other Project Work.
      2) Status of submittals for alteration work.
      3) Access to alteration work locations.
      4) Effectiveness of fire-prevention plan.
      5) Quality and work standards of alteration work.
      6) Change Orders for alteration work.

3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.
1.6 MATERIALS OWNERSHIP

A. Historic items, relics, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, antiques, and other items of interest or value to Owner that may be encountered or uncovered during the Work, regardless of whether they were previously documented, remain Owner's property.

1. Carefully dismantle and salvage each item or object in a manner to prevent damage and protect it from damage, then promptly deliver it to Owner where directed at Project site.

1.7 QUALITY ASSURANCE

A. Specialist Qualifications: An experienced firm regularly engaged in specialty work similar in nature, materials, design, and extent to alteration work as specified in each Section and that has completed a minimum of five recent projects with a record of successful in-service performance that demonstrates the firm's qualifications to perform this work.

1. Field Supervisor Qualifications: Full-time supervisors experienced in specialty work similar in nature, material, design, and extent to that indicated for this Project. Supervisors shall be on-site when specialty work begins and during its progress. Supervisors shall not be changed during Project except for causes beyond the control of the specialist firm.

a. Construct new mockups of required work whenever a supervisor is replaced.

B. Title X Requirement: Each firm conducting activities that disturb painted surfaces shall be a "Lead-Safe Certified Firm" according to 40 CFR 745, Subpart E, and use only workers that are trained in lead-safe work practices.

C. Alteration Work Program: Prepare a written plan for alteration work for whole Project, including each phase or process and protection of surrounding materials during operations. Show compliance with indicated methods and procedures specified in this and other Sections. Coordinate this whole-Project alteration work program with specific requirements of programs required in other alteration work Sections.

1. Dust and Noise Control: Include locations of proposed temporary dust- and noise-control partitions and means of egress from occupied areas coordinated with continuing on-site operations and other known work in progress.

2. Debris Hauling: Include plans clearly marked to show debris hauling routes, turning radii, and locations and details of temporary protective barriers.

D. Fire-Prevention Plan: Prepare a written plan for preventing fires during the Work, including placement of fire extinguishers, fire blankets, rag buckets, and other fire-control devices during each phase or process. Coordinate plan with Owner's fire-protection equipment and requirements. Include fire-watch personnel's training, duties, and authority to enforce fire safety.

E. Safety and Health Standard: Comply with ANSI/ASSE A10.6.
1.8 STORAGE AND HANDLING OF SALVAGED MATERIALS

A. Salvaged Materials:
1. Clean loose dirt and debris from salvaged items unless more extensive cleaning is indicated.
2. Pack or crate items after cleaning; cushion against damage during handling. Label 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.

B. Salvaged Materials for Reinstallation:
1. Repair and clean items for reuse as indicated.
2. Pack or crate items after cleaning and repairing; cushion against damage during handling. Label contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment unless otherwise indicated. Provide connections, supports, and miscellaneous materials to make items functional for use indicated.

C. Existing Materials to Remain: Protect construction indicated to remain against damage and soiling from construction work. Where permitted by Architect, items may be dismantled and taken to a suitable, protected storage location during construction work and reinstalled in their original locations after alteration and other construction work in the vicinity is complete.

D. Storage: Catalog and store items within a weathertight enclosure where they are protected from moisture, weather, condensation, and freezing temperatures.

1. Identify each item for reinstallation with a nonpermanent mark to document its original location. Indicate original locations on plans, elevations, sections, or photographs by annotating the identifying marks.
2. Secure stored materials to protect from theft.
3. Control humidity so that it does not exceed 85 percent. Maintain temperatures 5 deg F (3 deg C) or more above the dew point.

E. Storage Space:
1. Owner will arrange for limited on-site location(s) for free storage of salvaged material. This storage space includes security and climate control for stored material.
2. Arrange for off-site locations for storage and protection of salvaged material that cannot be stored and protected on-site.

1.9 FIELD CONDITIONS

A. Survey of Existing Conditions: Record existing conditions that affect the Work by use of preconstruction photographs.

1. Comply with requirements specified in Section 013233 "Photographic Documentation."
B. Discrepancies: Notify Architect of discrepancies between existing conditions and Drawings before proceeding with removal and dismantling work.

C. Size Limitations in Existing Spaces: Materials, products, and equipment used for performing the Work and for transporting debris, materials, and products shall be of sizes that clear surfaces within existing spaces, areas, rooms, and openings, including temporary protection, by \[12 \text{ inches (300 mm)}\) or more.

PART 2 - PRODUCTS - (Not Used)

PART 3 - EXECUTION

3.1 PROTECTION

A. Protect persons, motor vehicles, surrounding surfaces of building, building site, plants, and surrounding buildings from harm resulting from alteration work.

1. Use only proven protection methods, appropriate to each area and surface being protected.
2. Provide temporary barricades, barriers, and directional signage to exclude the public from areas where alteration work is being performed.
3. Erect temporary barriers to form and maintain fire-egress routes.
4. Erect temporary protective covers over walkways and at points of pedestrian and vehicular entrance and exit that must remain in service during alteration work.
5. Contain dust and debris generated by alteration work, and prevent it from reaching the public or adjacent surfaces.
6. Provide shoring, bracing, and supports as necessary. Do not overload structural elements.
7. Protect floors and other surfaces along hauling routes from damage, wear, and staining.
8. Provide supplemental sound-control treatment to isolate demolition work from other areas of the building.

B. Temporary Protection of Materials to Remain:

1. Protect existing materials with temporary protections and construction. Do not remove existing materials unless otherwise indicated.
2. Do not attach temporary protection to existing surfaces except as indicated as part of the alteration work program.

C. Comply with each product manufacturer's written instructions for protections and precautions. Protect against adverse effects of products and procedures on people and adjacent materials, components, and vegetation.

D. Utility and Communications Services:

1. Notify Owner, Architect, authorities having jurisdiction, and entities owning or controlling wires, conduits, pipes, and other services affected by alteration work before commencing operations.
2. Disconnect and cap pipes and services as required by authorities having jurisdiction, as required for alteration work.
3. Maintain existing services unless otherwise indicated; keep in service, and protect against damage during operations. Provide temporary services during interruptions to existing utilities.

E. Existing Drains: Prior to the start of work in an area, test drainage system to ensure that it is functioning properly. Notify Architect immediately of inadequate drainage or blockage. Do not begin work in an area until the drainage system is functioning properly.

1. Prevent solids such as adhesive or mortar residue or other debris from entering the drainage system. Clean out drains and drain lines that become sluggish or blocked by sand or other materials resulting from alteration work.
2. Protect drains from pollutants. Block drains or filter out sediments, allowing only clean water to pass.

3.2 PROTECTION FROM FIRE

A. General: Follow fire-prevention plan and the following:

1. Comply with NFPA 241 requirements unless otherwise indicated.
2. Remove and keep area free of combustibles, including rubbish, paper, waste, and chemicals, unless necessary for the immediate work.
   a. If combustible material cannot be removed, provide fire blankets to cover such materials.

B. Heat-Generating Equipment and Combustible Materials: Comply with the following procedures while performing work with heat-generating equipment or combustible materials, including welding, torch-cutting, soldering, brazing, removing paint with heat, or other operations where open flames or implements using high heat or combustible solvents and chemicals are anticipated:

1. Obtain Owner's approval for operations involving use of open-flame or welding or other high-heat equipment. Notify Owner at least 72 hours before each occurrence, indicating location of such work.
2. As far as practicable, restrict heat-generating equipment to shop areas or outside the building.
3. Do not perform work with heat-generating equipment in or near rooms or in areas where flammable liquids or explosive vapors are present or thought to be present. Use a combustible gas indicator test to ensure that the area is safe.
4. Use fireproof baffles to prevent flames, sparks, hot gases, or other high-temperature material from reaching surrounding combustible material.
5. Prevent the spread of sparks and particles of hot metal through open windows, doors, holes, and cracks in floors, walls, ceilings, roofs, and other openings.
6. Fire Watch: Before working with heat-generating equipment or combustible materials, station personnel to serve as a fire watch at each location where such work is performed. Fire-watch personnel shall have the authority to enforce fire safety. Station fire watch according to NFPA 51B, NFPA 241, and as follows:
a. Train each fire watch in the proper operation of fire-control equipment and alarms.
b. Prohibit fire-watch personnel from other work that would be a distraction from fire-watch duties.
c. Cease work with heat-generating equipment whenever fire-watch personnel are not present.
d. Have fire-watch personnel perform final fire-safety inspection each day beginning no sooner than 30 minutes after conclusion of work to detect hidden or smoldering fires and to ensure that proper fire prevention is maintained.
e. Maintain fire-watch personnel at Project site until 30 minutes after conclusion of daily work.

C. Fire-Control Devices: Provide and maintain fire extinguishers, fire blankets, and rag buckets for disposal of rags with combustible liquids. Maintain each as suitable for the type of fire risk in each work area. Ensure that nearby personnel and the fire-watch personnel are trained in fire-extinguisher and blanket use.

D. Sprinklers: Where sprinkler protection exists and is functional, maintain it without interruption while operations are being performed. If operations are performed close to sprinklers, shield them temporarily with guards.

1. Remove temporary guards at the end of work shifts, whenever operations are paused, and when nearby work is complete.

3.3 PROTECTION DURING APPLICATION OF CHEMICALS

A. Protect motor vehicles, surrounding surfaces of building, building site, plants, and surrounding buildings from harm or spillage resulting from applications of chemicals and adhesives.

B. Cover adjacent surfaces with protective materials that are proven to resist chemicals selected for Project unless chemicals being used will not damage adjacent surfaces as indicated in alteration work program. Use covering materials and masking agents that are waterproof and UV resistant and that will not stain or leave residue on surfaces to which they are applied. Apply protective materials according to manufacturer's written instructions. Do not apply liquid masking agents or adhesives to painted or porous surfaces. When no longer needed, promptly remove protective materials.

C. Do not apply chemicals during winds of sufficient force to spread them to unprotected surfaces.

D. Neutralize alkaline and acid wastes and legally dispose of off Owner's property.

E. Collect and dispose of runoff from chemical operations by legal means and in a manner that prevents soil contamination, soil erosion, undermining of paving and foundations, damage to landscaping, or water penetration into building interior.

3.4 GENERAL ALTERATION WORK

A. Have specialty work performed only by qualified specialists.

B. Ensure that supervisory personnel are present when work begins and during its progress.
C. Record existing work before each procedure (preconstruction), and record progress during the work. Use digital preconstruction documentation photographs. Comply with requirements in Section 013233 "Photographic Documentation."

D. Perform surveys of Project site as the Work progresses to detect hazards resulting from alterations.

E. Notify Architect of visible changes in the integrity of material or components whether from environmental causes including biological attack, UV degradation, freezing, or thawing or from structural defects including cracks, movement, or distortion.

1. Do not proceed with the work in question until directed by Architect.

END OF SECTION 013516
SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.

2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.

3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, Commissioning Authority or authorities having jurisdiction are not limited by provisions of this Section.

4. Specific test and inspection requirements are not specified in this Section.

C. Related Requirements:

1. Section 012100 "Allowances" for testing and inspecting allowances.

1.3 DEFINITIONS

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

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

C. Mockups: Full-size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show
interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.

1. Laboratory Mockups: Full-size physical assemblies constructed at testing facility to verify performance characteristics.
2. Integrated Exterior Mockups: Mockups of the exterior envelope erected separately from the building but on Project site, consisting of multiple products, assemblies, and subassemblies.
3. Room Mockups: Mockups of typical interior spaces complete with wall, floor, and ceiling finishes, doors, windows, millwork, casework, specialties, furnishings and equipment, and lighting.

D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.

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

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

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

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

I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).

J. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

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

1.5 INFORMATIONAL SUBMITTALS

A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.

B. Qualification Data: For Contractor's quality-control personnel.

C. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems:

1. Seismic-force-resisting system, designated seismic system, or component listed in the designated seismic system quality-assurance plan prepared by Architect.

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

E. Schedule of Tests and Inspections: Prepare in tabular form and include the following:

1. Specification Section number and title.
2. Entity responsible for performing tests and inspections.
3. Description of test and inspection.
4. Identification of applicable standards.
5. Identification of test and inspection methods.
6. Number of tests and inspections required.
7. Time schedule or time span for tests and inspections.
8. Requirements for obtaining samples.
9. Unique characteristics of each quality-control service.

1.6 CONTRACTOR'S QUALITY-CONTROL PLAN

A. Quality-Control Plan, General: Submit quality-control plan within 10 days of Notice to Proceed. Submit in format acceptable to Architect. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities. Coordinate with Contractor's construction schedule.

B. Quality-Control Personnel Qualifications: Engage qualified full-time personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.
1. Project quality-control manager [may also serve as Project superintendent] [shall not have other Project responsibilities].

2. <Insert qualifications appropriate to Project>.

C. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.

D. Testing and Inspection: In quality-control plan, include a comprehensive schedule of Work requiring testing or inspection, including the following:

1. Contractor-performed tests and inspections including subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections.
2. Special inspections required by authorities having jurisdiction and indicated on the "Statement of Special Inspections."
3. Owner-performed tests and inspections indicated in the Contract Documents[, including tests and inspections indicated to be performed by the Commissioning Authority].

E. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups.

F. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include work Architect has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

1.7 REPORTS AND DOCUMENTS

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

1. Date of issue.
2. Project title and number.
3. Name, address, 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.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.
B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:

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

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

1. Name, address, and telephone number of factory-authorized service representative making report.
2. Statement that equipment complies with requirements.
3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
4. Statement whether conditions, products, and installation will affect warranty.
5. Other required items indicated in individual Specification Sections.

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.

1.8 QUALITY ASSURANCE

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

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

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

D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.

F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.

G. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

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.

1.9 QUALITY CONTROL

A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.

1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
2. Payment for these services will be made from testing and inspecting allowances, as authorized by Change Orders.
3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor[and the Contract Sum will be adjusted by Change Order].

B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.

1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
   a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
3. 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 Section 013300 "Submittal Procedures."

D. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.

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

F. Testing Agency Responsibilities: Cooperate with Architect, Commissioning Authority and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

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

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

1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
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.
H. 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.

I. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents as a component of Contractor's quality-control plan. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses.

1. Distribution: Distribute schedule to Owner, Architect, Commissioning Authority, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:

1. Date test or inspection was conducted.
2. Description of the Work tested or inspected.
3. Date test or inspection results were transmitted to Architect.
4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's, Commissioning Authority's reference during normal working hours.

3.2 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."

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

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.
MISCELLANEOUS MECHANICAL REPAIRS AND BAS REPLACEMENT
Blinn College District Project Number: 2021.BY.002.2

END OF SECTION 014000
SECTION 014200 - REFERENCES

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 DEFINITIONS
A. General: Basic Contract definitions are included in the Conditions of the Contract.
B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.
H. "Provide": Furnish and install, complete and ready for the intended use.
I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.3 INDUSTRY STANDARDS
A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.4 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."

B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

8. ACI - American Concrete Institute; (Formerly: ACI International); www.aci.org.
10. AEIC - Association of Edison Illuminating Companies, Inc. (The); www.aeic.org.
16. AIA - American Institute of Architects (The); www.aia.org.
26. ARI - Air-Conditioning & Refrigeration Institute; (See AHRI).
27. ARI - American Refrigeration Institute; (See AHRI).
29. ASCE - American Society of Civil Engineers; www.asce.org.
30. ASCE/SEI - American Society of Civil Engineers/Structural Engineering Institute; (See ASCE).
32. ASME - ASME International; (American Society of Mechanical Engineers); www.asme.org.
33. ASSE - American Society of Safety Engineers (The); www.asse.org.
42. AWWA - American Water Works Association; www.awwa.org.
43. BHMA - Builders Hardware Manufacturers Association; www.buildershardware.com.
44. BIA - Brick Industry Association (The); www.gobrick.com.
46. BIFMA - BIFMA International; (Business and Institutional Furniture Manufacturer's Association); www.bifma.org.
47. BISSC - Baking Industry Sanitation Standards Committee; www.bissc.org.
48. BWF - Badminton World Federation; (Formerly: International Badminton Federation); www.bissc.org.
49. CDA - Copper Development Association; www.copper.org.
50. CEA - Canadian Electricity Association; www.electricity.ca.
51. CEA - Consumer Electronics Association; www.cea.org.
52. CFFA - Chemical Fabrics and Film Association, Inc.; www.chemicalfabricsandfilm.com.
53. CFSEI - Cold-Formed Steel Engineers Institute; www.cfsei.org.
55. CIMA - Cellulose Insulation Manufacturers Association; www.cellulose.org.
58. CLFMI - Chain Link Fence Manufacturers Institute; www.chainlinkinfo.org.
60. CRI - Carpet and Rug Institute (The); www.carpet-rug.org.
62. CRSI - Concrete Reinforcing Steel Institute; www.crsi.org.
63. CSA - Canadian Standards Association; www.csa.ca.
64. CSA - CSA International; (Formerly: IAS - International Approval Services); www.csa-international.org.
65. CSI - Construction Specifications Institute (The); www.csinet.org.
67. CTI - Cooling Technology Institute; (Formerly: Cooling Tower Institute); www.cti.org.
68. CWC - Composite Wood Council; (See CPA).
70. DHI - Door and Hardware Institute; www.dhi.org.
71. ECA - Electronic Components Association; (See ECIA).
REFERENCES

72. ECAMA - Electronic Components Assemblies & Materials Association; (See ECIA).
74. EIA - Electronic Industries Alliance; (See TIA).
77. ESD - ESD Association; (Electrostatic Discharge Association); www.esda.org.
78. ESTA - Entertainment Services and Technology Association; (See PLASA).
80. FCI - Fluid Controls Institute; www.fluidcontrolsinstitute.org.
81. FIBA - Federation Internationale de Basketball; (The International Basketball Federation); www.fiba.com.
82. FIVB - Federation Internationale de Volleyball; (The International Volleyball Federation); www.fivb.org.
84. FM Global - FM Global; (Formerly: FMG - FM Global); www.fmglobal.com.
90. GS - Green Seal; www.greenseal.org.
92. HI/GAMA - Hydronics Institute/Gas Appliance Manufacturers Association; (See AHRI).
93. HMMA - Hollow Metal Manufacturers Association; (See NAAMM).
97. IAS - International Accreditation Service; www.iasonline.org.
98. IAS - International Approval Services; (See CSA).
99. ICBO - International Conference of Building Officials; (See ICC).
101. ICEA - Insulated Cable Engineers Association, Inc.; www.icea.net.
102. ICPA - International Cast Polymer Alliance; www.icpa-hq.org.
103. ICR - International Concrete Repair Institute, Inc.; www.icri.org.
105. IEEE - Institute of Electrical and Electronics Engineers, Inc. (The); www.ieee.org.
106. IES - Illuminating Engineering Society; (Formerly: Illuminating Engineering Society of North America); www.iies.org.
107. IESNA - Illuminating Engineering Society of North America; (See IES).
108. IEST - Institute of Environmental Sciences and Technology; www.iest.org.
112. Intertek - Intertek Group; (Formerly: ETL SEMCO; Intertek Testing Service NA); www.intertek.com.
113. ISA - International Society of Automation (The); (Formerly: Instrumentation, Systems, and Automation Society); www.isa.org.
114. ISAS - Instrumentation, Systems, and Automation Society (The); (See ISA).
115. ISFA - International Surface Fabricators Association; (Formerly: International Solid Surface Fabricators Association); www.isfanow.org.
117. ISSFA - International Solid Surface Fabricators Association; (See ISFA).
118. ITU - International Telecommunication Union; www.itu.int/home.
120. LMA - Laminating Materials Association; (See CPA).
123. MCA - Metal Construction Association; www.metalconstruction.org.
132. NACE - NACE International; (National Association of Corrosion Engineers International); www.nace.org.
137. NCAA - National Collegiate Athletic Association (The); www.ncaa.org.
140. NECA - National Electrical Contractors Association; www.necanet.org.
143. NETA - InterNational Electrical Testing Association; www.netaworld.org.
144. NFHS - National Federation of State High School Associations; www.nfhs.org.
146. NFPA - NFPA International; (See NFPA).
149. NLGA - National Lumber Grades Authority; www.nlga.org.
150. NOFMA - National Oak Flooring Manufacturers Association; (See NWFA).
152. NRCA - National Roofing Contractors Association; www.nrca.net.
156. NSSGA - National Stone, Sand & Gravel Association; www.nssga.org.
159. PCI - Precast/Prestressed Concrete Institute; wwwpci.org.
161. PLASA - PLASA; (Formerly: ESTA - Entertainment Services and Technology Association); www.plasa.org.
166. SCTE - Society of Cable Telecommunications Engineers; www.scte.org.
168. SDI - Steel Door Institute; www.steeldoor.org.
169. SEFA - Scientific Equipment and Furniture Association (The); www.sefalabs.com.
170. SEI/ASCE - Structural Engineering Institute/American Society of Civil Engineers; (See ASCE).
172. SJI - Steel Joist Institute; www.steeljoist.org.
175. SMPTE - Society of Motion Picture and Television Engineers; www.smpte.org.
176. SPFA - Spray Polyurethane Foam Alliance; www.sprayfoam.org.
185. TCA - Tilt-Up Concrete Association; www.tilt-up.org.
188. TIA - Telecommunications Industry Association (The); (Formerly: TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance); www.tiaonline.org.
189. TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance; (See TIA).
196. USAV - USA Volleyball; www.usavolleyball.org.
200. WCLIB - West Coast Lumber Inspection Bureau; www.wclib.org.
201. WCMA - Window Covering Manufacturers Association; www.wcmanet.org.
204. WSRCA - Western States Roofing Contractors Association; www.wsrca.com.
205. WWPA - Western Wood Products Association; www.wwpa.org.
C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.

1. DIN - Deutsches Institut fur Normung e.V.; [www.din.de](http://www.din.de).
2. IAPMO - International Association of Plumbing and Mechanical Officials; [www.iapmo.org](http://www.iapmo.org).

D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Information is subject to change and is up to date as of the date of the Contract Documents.

5. DOE - Department of Energy; [www.energy.gov](http://www.energy.gov).
6. EPA - Environmental Protection Agency; [www.epa.gov](http://www.epa.gov).
13. SD - Department of State; [www.state.gov](http://www.state.gov).
15. USDA - Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; [www.ars.usda.gov](http://www.ars.usda.gov).
17. USDJ - Department of Justice; Office of Justice Programs; National Institute of Justice; [www.ojp.usdoj.gov](http://www.ojp.usdoj.gov).

E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

2. DOD - Department of Defense; Military Specifications and Standards; Available from DLA Document Services; [www.quicksearch.dla.mil](http://www.quicksearch.dla.mil).
3. DS CC - Defense Supply Center Columbus; (See FS).
4. FED-STD - Federal Standard; (See FS).

6. MILSPEC - Military Specification and Standards; (See DOD).
7. USAB - United States Access Board; www.access-board.gov.
8. USATBCB - U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).

F. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. CBHF; State of California; Department of Consumer Affairs; Bureau of Electronic and Appliance Repair, Home Furnishings and Thermal Insulation; www.bearhfti.ca.gov.
2. CCR; California Code of Regulations; Office of Administrative Law; California Title 24 Energy Code; www.calregs.com.
3. CDHS; California Department of Health Services; (See CDPH).
4. CDPH; California Department of Public Health; Indoor Air Quality Program; www.cal-iaq.org.
5. CPUC; California Public Utilities Commission; www.cpuc.ca.gov.
6. SCAQMD; South Coast Air Quality Management District; www.aqmd.gov.
7. TFS; Texas A&M Forest Service; Sustainable Forestry and Economic Development; www.txforestservice.tamu.edu.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200
SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

B. Related Requirements:

1. Section 012100 "Allowances" for products selected under an allowance.
2. Section 012300 "Alternates" for products selected under an alternate.
3. Section 012500 "Substitution Procedures" for requests for substitutions.
4. Section 014200 "References" for applicable industry standards for products specified.

1.3 DEFINITIONS

A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

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

A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 10 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.

a. Form of Approval: As specified in Section 013300 "Submittal Procedures."
b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.


1.5 QUALITY ASSURANCE

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

1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

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

B. Delivery and Handling:

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

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

1.7 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
3. See other Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Section 017700 "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.  

2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.  

3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.  

4. Where products are accompanied by the term "as selected," Architect will make selection.  


6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.  

B. Product Selection Procedures:

1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.  

2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.  

3. Products:

   a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.  

   b. Nonrestricted List: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.  

4. Manufacturers:

   a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered.  

   b. Nonrestricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.  

5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.
C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.

1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.

D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

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

1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.

2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.

3. Evidence that proposed product provides specified warranty.

4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.

5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000
MISCELLANEOUS MECHANICAL REPAIRS AND BAS REPLACEMENT
Blinn College District Project Number: 2021.BY.002.2

SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

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

B. Related Requirements:

1. Section 011000 "Summary" for limits on use of Project site.
2. Section 013300 "Submittal Procedures" for submitting surveys.
3. Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.
4. Section 024119 "Selective Demolition" for demolition and removal of selected portions of the building.
5. Section 078413 "Penetration Firestopping" for patching penetrations in fire-rated construction.

1.3 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.

B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.
1.4 QUALITY ASSURANCE

A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.

B. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.

2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
   a. Primary operational systems and equipment.
   b. Fire separation assemblies.
   c. Air or smoke barriers.
   d. Fire-suppression systems.
   e. Mechanical systems piping and ducts.
   f. Control systems.
   g. Communication systems.
   h. Fire-detection and -alarm systems.
   i. Conveying systems.
   j. Electrical wiring systems.
   k. Operating systems of special construction.

3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
   a. Water, moisture, or vapor barriers.
   b. Membranes and flashings.
   c. Exterior curtain-wall construction.
   d. Sprayed fire-resistive material.
   e. Equipment supports.
   f. Piping, ductwork, vessels, and equipment.
   g. Noise- and vibration-control elements and systems.

4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
C. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

D. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

   1. For projects requiring compliance with sustainable design and construction practices and procedures, use products for patching that comply with requirements in Section 018113.13 "Sustainable Design Requirements - LEED for New Construction and Major Renovations," Section 018113.16 "Sustainable Design Requirements - LEED for Commercial Interiors," Section 018113.19 "Sustainable Design Requirements - LEED for Core and Shell Development," and Section 018113.23 "Sustainable Design Requirements - LEED for Schools."

B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

   1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.

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

B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
   1. Description of the Work.
   2. List of detrimental conditions, including substrates.
   3. List of unacceptable installation tolerances.
   4. Recommended corrections.

D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

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

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

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

D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section 013100 "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

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

B. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.
C. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.

D. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

3.4 FIELD ENGINEERING

A. Identification: Owner will identify existing benchmarks, control points, and property corners.

B. 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.
   1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect before proceeding.
   2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.

3.5 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
   1. Make vertical work plumb and make horizontal work level.
   2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
   3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
   4. Maintain minimum headroom clearance of [96 inches (2440 mm)] <Insert dimension> in occupied spaces and [90 inches (2300 mm)] <Insert dimension> in unoccupied spaces.

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

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

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

E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

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

H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
2. Allow for building movement, including thermal expansion and contraction.
3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

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

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

3.6 CUTTING AND PATCHING

A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

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

C. Temporary Support: Provide temporary support of work to be cut.

D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements in Section 011000 "Summary."
F. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
3. Concrete: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
6. Proceed with patching after construction operations requiring cutting are complete.

G. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
   a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
   b. Restore damaged pipe covering to its original condition.
3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
   a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.

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

A. Site Access: Provide access to Project site for Owner's construction personnel.

B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction personnel.
   1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.
   2. Preinstallation Conferences: Include Owner's construction personnel at preinstallation conferences covering portions of the Work that are to receive Owner's work. Attend preinstallation conferences conducted by Owner's construction personnel if portions of the Work depend on Owner's construction.

3.8 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
   2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
   3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
      a. Use containers intended for holding waste materials of type to be stored.
   4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.

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

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

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

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 017419 "Construction Waste Management and Disposal."

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.

3.9 STARTING AND ADJUSTING

A. Coordinate startup and adjusting of equipment and operating components with requirements in Section 019113 "General Commissioning Requirements."

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

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

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

E. Manufacturer's Field Service: Comply with qualification requirements in Section 014000 "Quality Requirements."

3.10 PROTECTION OF INSTALLED CONSTRUCTION

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

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

END OF SECTION 017300
PART 1 - GENERAL

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

1.2 SUMMARY
   A. Section includes administrative and procedural requirements for contract closeout, including, but
      not limited to, the following:
      1. Substantial Completion procedures.
      2. Final completion procedures.
      3. Warranties.
      4. Final cleaning.
      5. Repair of the Work.
   B. Related Requirements:
      1. Section 017300 "Execution" for progress cleaning of Project site.
      2. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual
         requirements.
      3. Section 017839 "Project Record Documents" for submitting record Drawings, record
         Specifications, and record Product Data.
      4. Section 017900 "Demonstration and Training" for requirements for instructing Owner's
         personnel.

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

1.4 CLOSEOUT SUBMITTALS
   A. Certificates of Release: From authorities having jurisdiction.
   B. Certificate of Insurance: For continuing coverage.
   C. Field Report: For pest control inspection.
1.5 MAINTENANCE MATERIAL SUBMITTALS

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

1.6 SUBSTANTIAL COMPLETION PROCEDURES

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

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

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.

2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.

3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.

4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by [Architect]. Label with manufacturer's name and model number where applicable.

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

5. Submit test/adjust/balance records.

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

C. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 5 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

2. Results of completed inspection will form the basis of requirements for final completion.
1.7 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:

1. Submit a final Application for Payment according to Section 012900 "Payment Procedures."
2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Submit pest-control final inspection report.

B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare 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.

1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction. Use CSI Form 14.1A.

1. Organize list of spaces in sequential order.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Include the following information at the top of each page:
   a. Project name.
   b. Date.
   c. Name of Architect.
   d. Name of Contractor.
   e. Page number.

4. Submit list of incomplete items in the following format:
1.9 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.

B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.

C. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
   1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper.
   2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation, including the name of the product and the name, address, and telephone number of Installer.
   3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
   4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

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

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
   1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:

a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.

b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.

c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.

d. Remove tools, construction equipment, machinery, and surplus material from Project site.

e. Remove snow and ice to provide safe access to building.

f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.

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

h. Sweep concrete floors broom clean in unoccupied spaces.

i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.

j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.

k. Remove labels that are not permanent.

l. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.

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

n. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.

o. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.


p. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.

q. Leave Project clean and ready for occupancy.

C. Pest Control: Comply with pest control requirements in Section 015000 "Temporary Facilities and Controls." Prepare written report.

D. Construction Waste Disposal: Comply with waste disposal requirements in Section 017419 "Construction Waste Management and Disposal."
3.2 REPAIR OF THE WORK

A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.

B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.

2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.

   a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.

3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.

4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION 017700
SECTION 017823 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:

1. Operation and maintenance documentation directory.
2. Emergency manuals.
3. Operation manuals for systems, subsystems, and equipment.
4. Product maintenance manuals.
5. Systems and equipment maintenance manuals.

B. Related Requirements:
   1. Section 013300 "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
   2. Section 019113 "General Commissioning Requirements" for verification and compilation of data into operation and maintenance manuals.

1.3 DEFINITIONS

A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.

B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 CLOSEOUT SUBMITTALS

A. Manual Content: Operations and maintenance manual content is specified in individual Specification Sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.

   1. Architect and Commissioning Authority will comment on whether content of operations and maintenance submittals are acceptable.
   2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.

B. Format: Submit operations and maintenance manuals in the following format:
   a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.
   b. Enable inserted reviewer comments on draft submittals.

C. Initial Manual Submittal: Submit draft copy of each manual at least 30 days before commencing demonstration and training. Architect and Commissioning Authority will comment on whether general scope and content of manual are acceptable.

D. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Architect and Commissioning Authority will return copy with comments.

1. Correct or revise each manual to comply with Architect's and Commissioning Authority's comments. Submit copies of each corrected manual within 15 days of receipt of Architect's and Commissioning Authority's comments and prior to commencing demonstration and training.

PART 2 - PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

A. Directory: Prepare a single, comprehensive directory of emergency, operation, and maintenance data and materials, listing items and their location to facilitate ready access to desired information. Include a section in the directory for each of the following:

1. List of documents.
2. List of systems.
3. List of equipment.
4. Table of contents.

B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.

C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.

D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.

E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."
2.2 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

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

1. Title page.
2. Table of contents.

B. Title Page: Include the following information:

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

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

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

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

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

1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
2. File Names and Bookmarks: Enable bookmarking of individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.

F. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.
1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch (215-by-280-mm) paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
   a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
   b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents, and indicate Specification Section number on bottom of spine. Indicate volume number for multiple-volume sets.

2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.

3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.


5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
   a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
   b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.3 EMERGENCY MANUALS

A. Content: Organize manual into a separate section for each of the following:
   1. Type of emergency.
   2. Emergency instructions.
   3. Emergency procedures.

B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
   1. Fire.
   2. Flood.
   5. Power failure.
   7. System, subsystem, or equipment failure.
   8. Chemical release or spill.
C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.

D. Emergency Procedures: Include the following, as applicable:
   1. Instructions on stopping.
   2. Shutdown instructions for each type of emergency.
   3. Operating instructions for conditions outside normal operating limits.
   4. Required sequences for electric or electronic systems.
   5. Special operating instructions and procedures.

2.4 OPERATION MANUALS

A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
   2. Performance and design criteria if Contractor has delegated design responsibility.
   3. Operating standards.
   4. Operating procedures.
   5. Operating logs.
   6. Wiring diagrams.
   7. Control diagrams.
   8. Piped system diagrams.
   9. Precautions against improper use.
   10. License requirements including inspection and renewal dates.

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

C. Operating Procedures: Include the following, as applicable:
   1. Startup procedures.
   2. Equipment or system break-in procedures.
   3. Routine and normal operating instructions.
   4. Regulation and control procedures.
   5. Instructions on stopping.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

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

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

2.5 PRODUCT MAINTENANCE MANUALS

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

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

C. Product Information: Include the following, as applicable:
   1. Product name and model number.
   2. Manufacturer's name.
   3. Color, pattern, and texture.
   5. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
   1. Inspection procedures.
   2. Types of cleaning agents to be used and methods of cleaning.
   3. List of cleaning agents and methods of cleaning detrimental to product.
   4. Schedule for routine cleaning and maintenance.
   5. Repair instructions.

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

F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
   1. Include procedures to follow and required notifications for warranty claims.
2.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

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

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

C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:

1. Standard maintenance instructions and bulletins.
2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
3. Identification and nomenclature of parts and components.
4. List of items recommended to be stocked as spare parts.

D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:

1. Test and inspection instructions.
2. Troubleshooting guide.
3. Precautions against improper maintenance.
4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
5. Aligning, adjusting, and checking instructions.
6. Demonstration and training video recording, if available.

E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.

1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.

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

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

H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
MISCELLANEOUS MECHANICAL REPAIRS AND BAS REPLACEMENT
Blinn College District Project Number: 2021.BY.002.2

1. Include procedures to follow and required notifications for warranty claims.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.

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

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

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

1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.

2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.

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

1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.

F. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.

1. Do not use original project record documents as part of operation and maintenance manuals.

2. Comply with requirements of newly prepared record Drawings in Section 017839 "Project Record Documents."

G. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.
MISCELLANEOUS MECHANICAL REPAIRS AND BAS REPLACEMENT
Blinn College District Project Number: 2021.BY.002.2

END OF SECTION 017823
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for project record documents, including the following:

1. Record Drawings.
2. Record Specifications.
3. Record Product Data.
4. Miscellaneous record submittals.

B. Related Requirements:

1. Section 011200 "Multiple Contract Summary" for coordinating project record documents covering the Work of multiple contracts.
2. Section 017300 "Execution" for final property survey.
3. Section 017700 "Closeout Procedures" for general closeout procedures.
4. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.

1.3 CLOSEOUT SUBMITTALS

A. Record Drawings: Comply with the following:

1. Number of Copies: Submit one set of marked-up record prints.
2. Number of Copies: Submit copies of record Drawings as follows:
   a. Initial Submittal:
      1) Submit one paper-copy set(s) of marked-up record prints.
      2) Submit PDF electronic files of scanned record prints and one set of prints.
      3) Submit record digital data files and one set(s) of plots.
      4) Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
   b. Final Submittal:
      1) Submit three paper-copy set(s) of marked-up record prints.
2) Submit PDF electronic files of scanned record prints and three set(s) of prints.
3) Print each drawing, whether or not changes and additional information were recorded.

B. Record Specifications: Submit one copy annotated PDF electronic files of Project's Specifications, including addenda and contract modifications.

C. Record Product Data: Submit annotated PDF electronic files and directories of each submittal.
   1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.

D. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit annotated PDF electronic files and directories of each submittal.

E. Reports: Submit written report weekly indicating items incorporated into project record documents concurrent with progress of the Work, including revisions, concealed conditions, field changes, product selections, and other notations incorporated.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
   1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
      a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
      b. Accurately record information in an acceptable drawing technique.
      c. Record data as soon as possible after obtaining it.
      d. Record and check the markup before enclosing concealed installations.
      e. Cross-reference record prints to corresponding archive photographic documentation.
   2. Content: Types of items requiring marking include, but are not limited to, the following:
      a. Dimensional changes to Drawings.
      b. Revisions to details shown on Drawings.
      c. Depths of foundations below first floor.
      d. Locations and depths of underground utilities.
      e. Revisions to routing of piping and conduits.
      f. Revisions to electrical circuitry.
g. Actual equipment locations.

h. Duct size and routing.

i. Locations of concealed internal utilities.

j. Changes made by Change Order or Construction Change Directive.

k. Changes made following Architect's written orders.

l. Details not on the original Contract Drawings.

m. Field records for variable and concealed conditions.

n. Record information on the Work that is shown only schematically.

3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.

4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.

5. Mark important additional information that was either shown schematically or omitted from original Drawings.

6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:

1. Format: Same digital data software program, version, and operating system as the original Contract Drawings.

2. Format: DWG.

3. Format: Annotated PDF electronic file

4. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.

5. Refer instances of uncertainty to Architect for resolution.


   a. See Section 013300 "Submittal Procedures" for requirements related to use of Architect's digital data files.

   b. Architect will provide data file layer information. Record markups in separate layers.

C. Newly Prepared Record Drawings: Prepare new Drawings instead of preparing record Drawings where Architect determines that neither the original Contract Drawings nor Shop Drawings are suitable to show actual installation.

1. New Drawings may be required when a Change Order is issued as a result of accepting an alternate, substitution, or other modification.

2. Consult Architect[ and Construction Manager] for proper scale and scope of detailing and notations required to record the actual physical installation and its relation to other construction. Integrate newly prepared record Drawings into record Drawing sets; comply with procedures for formatting, organizing, copying, binding, and submitting.

D. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.

2. Format: Annotated PDF electronic file

3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.

4. Identification: As follows:
   a. Project name.
   b. Date.
   c. Designation "PROJECT RECORD DRAWINGS."
   d. Name of Architect.
   e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

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

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

B. Format: Submit record Specifications as annotated PDF electronic file.

2.3 RECORD 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 recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders,[ record Specifications,] and record Drawings where applicable.

B. Format: Submit record Product Data as annotated PDF electronic file.

1. Include record Product Data directory organized by Specification Section number and title, electronically linked to each item of record Product Data.
2.4 MISCELLANEOUS RECORD SUBMITTALS

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

B. Format: Submit miscellaneous record submittals as PDF electronic file.

   1. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.

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

END OF SECTION 017839
SECTION 017900 - DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

B. Allowances: Furnish demonstration and training instruction time under the Demonstration and Training Allowance as specified in Section 012100 "Allowances."

C. Unit Price for Instruction Time: Length of instruction time will be measured by actual time spent performing demonstration and training in required location. No payment will be made for time spent assembling educational materials, setting up, or cleaning up. See requirements in Section 012200 "Unit Prices."

1.3 INFORMATIONAL SUBMITTALS

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

B. Attendance Record: For each training module, submit list of participants and length of instruction time.

C. Evaluations: For each participant and for each training module, submit results and documentation of performance-based test.
1.4 CLOSEOUT SUBMITTALS

A. Demonstration and Training Video Recordings: Submit two copies within seven days of end of each training module.

1. Identification: On each copy, provide an applied label with the following information:

   a. Name of Project.
   b. Name and address of videographer.
   c. Name of Architect.
   d. Name of Construction Manager.
   e. Name of Contractor.
   f. Date of video recording.

2. Transcript: Prepared and bound in format matching operation and maintenance manuals. Mark appropriate identification on front and spine of each binder. Include a cover sheet with same label information as the corresponding video recording. Include name of Project and date of video recording on each page.

3. Transcript: Prepared in PDF electronic format. Include a cover sheet with same label information as the corresponding video recording and a table of contents with links to corresponding training components. Include name of Project and date of video recording on each page.

4. At completion of training, submit complete training manual(s) for Owner's use in PDF electronic file format on compact disc.

1.5 QUALITY ASSURANCE

A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.

B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Section 014000 "Quality Requirements," experienced in operation and maintenance procedures and training.

C. Videographer Qualifications: A professional videographer who is experienced photographing demonstration and training events similar to those required.

D. Preinstruction Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination." Review methods and procedures related to demonstration and training including, but not limited to, the following:

   1. Inspect and discuss locations and other facilities required for instruction.
   2. Review and finalize instruction schedule and verify availability of educational materials, instructors' personnel, audiovisual equipment, and facilities needed to avoid delays.
   3. Review required content of instruction.
   4. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.
1.6 COORDINATION

A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.

B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.

C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

PART 2 - PRODUCTS

2.1 INSTRUCTION PROGRAM

A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.

B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:

1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
   a. System, subsystem, and equipment descriptions.
   b. Performance and design criteria if Contractor is delegated design responsibility.
   c. Operating standards.
   d. Regulatory requirements.
   e. Equipment function.
   f. Operating characteristics.
   g. Limiting conditions.
   h. Performance curves.

2. Documentation: Review the following items in detail:
   a. Emergency manuals.
   b. Operations manuals.
   c. Maintenance manuals.
   d. Project record documents.
   e. Identification systems.
   f. Warranties and bonds.
   g. Maintenance service agreements and similar continuing commitments.

3. Emergencies: Include the following, as applicable:
   a. Instructions on meaning of warnings, trouble indications, and error messages.
b. Instructions on stopping.
c. Shutdown instructions for each type of emergency.
d. Operating instructions for conditions outside of normal operating limits.
e. Sequences for electric or electronic systems.
f. Special operating instructions and procedures.

4. Operations: Include the following, as applicable:

a. Startup procedures.
b. Equipment or system break-in procedures.
c. Routine and normal operating instructions.
d. Regulation and control procedures.
e. Control sequences.
f. Safety procedures.
g. Instructions on stopping.
h. Normal shutdown instructions.
i. Operating procedures for emergencies.
j. Operating procedures for system, subsystem, or equipment failure.
k. Seasonal and weekend operating instructions.
l. Required sequences for electric or electronic systems.
m. Special operating instructions and procedures.

5. Adjustments: Include the following:

a. Alignments.
b. Checking adjustments.
c. Noise and vibration adjustments.
d. Economy and efficiency adjustments.

6. Troubleshooting: Include the following:

a. Diagnostic instructions.
b. Test and inspection procedures.

7. Maintenance: Include the following:

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

8. Repairs: Include the following:

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

PART 3 - EXECUTION

3.1 PREPARATION

A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Section 017823 "Operation and Maintenance Data."

B. Set up instructional equipment at instruction location.

3.2 INSTRUCTION

A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.

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

1. Architect will furnish an instructor to describe basis of system design, operational requirements, criteria, and regulatory requirements.
2. Owner will furnish an instructor to describe Owner's operational philosophy.
3. Owner will furnish Contractor with names and positions of participants.

C. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.

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

E. Cleanup: Collect used and leftover educational materials and give to Owner. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

3.3 DEMONSTRATION AND TRAINING VIDEO RECORDINGS

A. General: Engage a qualified commercial videographer to record demonstration and training video recordings. Record each training module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.

1. At beginning of each training module, record each chart containing learning objective and lesson outline.

B. Video: Provide minimum 640 x 480 video resolution converted to format file type acceptable to Owner, on electronic media.
1. Electronic Media: Read-only format compact disc acceptable to Owner, with commercial-grade graphic label.

2. File Hierarchy: Organize folder structure and file locations according to project manual table of contents. Provide complete screen-based menu.

3. File Names: Utilize file names based upon name of equipment generally described in video segment, as identified in Project specifications.

4. Contractor and Installer Contact File: Using appropriate software, create a file for inclusion on the Equipment Demonstration and Training DVD that describes the following for each Contractor involved on the Project, arranged according to Project table of contents:
   a. Name of Contractor/Installer.
   b. Business address.
   c. Business phone number.
   d. Point of contact.
   e. E-mail address.

C. Recording: Mount camera on tripod before starting recording, unless otherwise necessary to adequately cover area of demonstration and training. Display continuous running time.

   1. Film training session(s) in segments not to exceed 15 minutes.
      a. Produce segments to present a single significant piece of equipment per segment.
      b. Organize segments with multiple pieces of equipment to follow order of Project Manual table of contents.
      c. Where a training session on a particular piece of equipment exceeds 15 minutes, stop filming and pause training session. Begin training session again upon commencement of new filming segment.

D. Light Levels: Verify light levels are adequate to properly light equipment. Verify equipment markings are clearly visible prior to recording.

   1. Furnish additional portable lighting as required.

E. Preproduced Video Recordings: Provide video recordings used as a component of training modules in same format as recordings of live training.

END OF SECTION 017900
SECTION 019113 - GENERAL COMMISSIONING REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

B. Owner's Project Requirements and Basis-of-Design documentation are included by reference for information only.

1.2 SUMMARY

A. Section Includes:

1. General requirements for coordinating and scheduling commissioning.
2. Commissioning meetings.
3. Commissioning reports.
4. Use of test equipment, instrumentation, and tools for commissioning.
5. Construction checklists, including, but not limited to, installation checks, startup, performance tests, and performance test demonstration.
6. Commissioning tests and commissioning test demonstration.
7. Adjusting, verifying, and documenting identified systems and assemblies.

B. Related Requirements:

1. Section 013300 "Submittal Procedures" for submittal procedures requirements for commissioning.
2. Section 017700 "Closeout Procedures" for certificate of Construction Phase Commissioning Completion submittal requirements.
3. Section 017823 "Operation and Maintenance Data" for preliminary operation and maintenance data submittal.
4. Section 019119.43 "Exterior Enclosure Commissioning" for technical commissioning requirements for exterior closure.
5. Section 110800 "Commissioning of Equipment" for technical commissioning requirements for building equipment.
6. Section 130800 "Commissioning of Special Construction" for technical commissioning requirements for special construction.
7. Section 140800 "Commissioning of Conveying Equipment" for technical commissioning requirements for conveying equipment.
8. Section 210800 "Commissioning of Fire Suppression" for technical commissioning requirements for fire suppression.
9. Section 220800 "Commissioning of Plumbing" for technical commissioning requirements for plumbing.
10. Section 230800 "Commissioning of HVAC" for technical commissioning requirements for HVAC.
11. Section 260800 "Commissioning of Electrical Systems" for technical commissioning requirements for electrical systems.
12. Section 270800 "Commissioning of Communications" for technical commissioning requirements for communications systems.

1.3 ALLOWANCES

A. Labor and management costs for the performance of commissioning.

B. The following are excluded from the commissioning allowance:
   1. Equipment and systems installation, startup, and field quality-control testing indicated in the Contract Documents.
   2. Test equipment, instrumentation, and tools (including, but not limited to, proprietary test equipment, instrumentation, and tools) required to perform tests.
   3. Work to correct commissioning issues.
   4. Work to repeat tests when equipment and systems fail acceptance criteria.

1.4 UNIT PRICES

A. Commissioning allowance may be adjusted up or down by the "List of Unit Prices" Article in Section 012200 "Unit Prices" when actual labor hours are computed at the end of commissioning. See Section 012100 "Allowances" for commissioning allowance.

B. The following are excluded from the computation for the adjustment of the commissioning allowance for technician labor hours:
   1. Work to correct commissioning issues.
   2. Work to repeat tests when equipment and systems fail acceptance criteria.

1.5 DEFINITIONS

A. Acceptance Criteria: Threshold of acceptable work quality or performance specified for a commissioning activity, including, but not limited to, construction checklists, performance tests, performance test demonstrations, commissioning tests and commissioning test demonstrations.

B. Basis-of-Design Document: A document prepared by Owner, Architect, or Commissioning Authority that records concepts, calculations, decisions, and product selections used to comply with Owner's Project Requirements and to suit applicable regulatory requirements, standards, and guidelines.

C. Commissioning Authority: An entity engaged by Owner, and identified in Section 011000 "Summary," to evaluate Commissioning-Process Work.
D. Commissioning Plan: A document, prepared by Commissioning Authority, that outlines the organization, schedule, allocation of resources, and documentation requirements of commissioning.

E. Commissioning: A quality-focused process for verifying and documenting that the facility and all of its systems and assemblies are planned, designed, installed, and tested to comply with Owner's Project Requirements. The requirements specified here are limited to the construction phase commissioning activities. The scope of commissioning is defined in Section 011000 "Summary."

F. Construction Phase Commissioning Completion: The stage of completion and acceptance of commissioning when resolution of deficient conditions and issues discovered during commissioning and retesting until acceptable results are obtained has been accomplished. Owner will establish in writing the date Construction Phase Commissioning Completion is achieved. See Section 017700 "Closeout Procedures" for certificate of Construction Phase Commissioning Completion submittal requirements.

1. Commissioning is complete when the work specified in this Section and related Sections has been completed and accepted, including, but not limited to, the following:

   a. Completion of tests and acceptance of test results.
   b. Resolution of issues, as verified by retests performed and documented with acceptance of retest results.
   c. Comply with requirements in Section 017900 "Demonstration and Training."
   d. Completion and acceptance of submittals and reports.

G. Owner's Project Requirements: A document written by Owner, Architect, or Commissioning Authority that details the functional requirements of a project and the expectations of how it will be used and operated, including Project goals, measurable performance criteria, cost considerations, benchmarks, success criteria, and supporting information.

H. Owner's Witness: Commissioning Authority, Owner's Project Manager, or Architect-designated witness authorized to authenticate test demonstration data and to sign completed test data forms.

I. "Systems," "Assemblies," "Subsystems," "Equipment," and "Components": Where these terms are used together or separately, they shall mean "as-built" systems, assemblies, subsystems, equipment, and components.

J. Test: Performance tests, performance test demonstrations, commissioning tests, and commissioning test demonstrations.

K. Sampling Procedures and Tables for Inspection by Attributes: As defined in ASQ Z1.4.

1.6 COMPENSATION

A. Should Architect, Commissioning Authority, other Owner's witness, or Owner's staff perform additional services or incur additional expenses due to actions of Contractor listed below, compensate Owner for such additional services and expenses.

   1. Failure to provide timely notice of commissioning activities schedule changes.
2. Failure to meet acceptance criteria for test demonstrations.

B. Contractor shall compensate Owner for such additional services and expenses at the rate of [$150.00] *<Insert billing rate>* per labor hour plus [$500.00] *<Insert rate>* per round trip for personnel travelling more than [200] *<Insert distance>* miles plus per diem allowances for meals and lodging according to current U.S. General Services Administration (GSA) Per Diem Rates.

1.7 COMMISSIONING TEAM

A. Members Appointed by Contractor(s):

1. Commissioning Coordinator: A person or entity employed by Contractor to manage, schedule, and coordinate commissioning.
2. Project superintendent and other employees that Contractor may deem appropriate for a particular portion of the commissioning.
3. Subcontractors, installers, suppliers, and specialists that Contractor may deem appropriate for a particular portion of the commissioning.
4. Appointed team members shall have the authority to act on behalf of the entity they represent.

B. Members Appointed by Owner:

1. Commissioning authority, plus consultants that Commissioning Authority may deem appropriate for a particular portion of the commissioning.
2. Owner representative(s), facility operations and maintenance personnel, plus other employees, separate contractors, and consultants that Owner may deem appropriate for a particular portion of the commissioning.
3. Architect, plus employees and consultants that Architect may deem appropriate for a particular portion of the commissioning.

1.8 INFORMATIONAL SUBMITTALS

A. Comply with requirements in Section 013300 "Submittal Procedures" for submittal procedures general requirements for commissioning.

B. Commissioning Plan Information:

1. List of Contractor-appointed commissioning team members to include specific personnel and subcontractors to the performance of the various commissioning requirements.
2. Schedule of commissioning activities, integrated with the construction schedule. Comply with requirements in Section 013200 "Construction Progress Documentation" for construction schedule general requirements for commissioning.
3. Contractor personnel and subcontractors to participate in each test.
4. List of instrumentation required for each test to include identification of parties that will provide instrumentation for each test.

C. Commissioning schedule.
D. Two-week look-ahead schedules.

E. Commissioning Coordinator Letter of Authority:

1. Within 10 days after approval of Commissioning Coordinator qualifications, submit a letter of authority for Commissioning Coordinator, signed by a principal of Contractor's firm. Letter shall authorize Commissioning Coordinator to do the following:

   a. Make inspections required for commissioning.
   b. Coordinate, schedule, and manage commissioning of Contractor, subcontractors, and suppliers.
   c. Obtain documentation required for commissioning from Contractor, subcontractors, and suppliers.
   d. Report issues, delayed resolution of issues, schedule conflicts, and lack of cooperation or expertise on the part of members of the commissioning team.

F. Commissioning Coordinator Qualification Data: For entity coordinating Contractor's commissioning activities to demonstrate their capabilities and experience.

1. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

G. List test instrumentation, equipment, and monitoring devices. Include the following information:

1. Make, model, serial number, and application for each instrument, equipment, and monitoring device.
2. Brief description of intended use.
3. Calibration record showing the following:

   a. Calibration agency, including name and contact information.
   b. Last date of calibration.
   c. Range of values for which calibration is valid.
   d. Certification of accuracy.
   e. N.I.S.T. traceability certification for calibration equipment.
   f. Due date of the next calibration.

H. Test Reports:

1. Pre-Startup Report: Prior to start up of equipment or a system, submit signed, completed construction checklists.
2. Test Data Reports: At the end of each day in which tests are conducted, submit test data for tests performed.
3. Commissioning Issues Reports: Daily, at the end of each day in which tests are conducted, submit commissioning issue reports for tests for which acceptable results were not achieved.
4. Weekly Progress Report: Weekly, at the end of each week in which tests are conducted, submit a progress report.
5. Data Trend Logs: Submit data trend logs at the end of the trend log period.
6. System Alarm Logs: Daily, at the start of days following a day in which tests were performed, submit print-out of log of alarms that occurred since the last log was printed.

I. Construction Checklists:

1. Material checks.
2. Installation checks.
3. Startup procedures, where required.

1.9 CLOSEOUT SUBMITTALS

A. Commissioning Report:

1. At Construction Phase Commissioning Completion, include the following:

   a. Pre-startup reports.
   b. Approved test procedures.
   c. Test data forms, completed and signed.
   d. Progress reports.
   e. Commissioning issues report log.
   f. Commissioning issues reports showing resolution of issues.
   g. Correspondence or other documents related to resolution of issues.
   h. Other reports required by commissioning.
   i. List unresolved issues and reasons they remain unresolved and should be exempted from the requirements for Construction Phase Commissioning Completion.
   j. Report shall include commissioning work of Contractor.

B. Request for Certificate of Construction Phase Commissioning Completion.

C. Operation and Maintenance Data: For proprietary test equipment, instrumentation, and tools to include in operation and maintenance manuals.

1.10 QUALITY ASSURANCE

A. Commissioning Coordinator Qualifications:

1. Documented experience commissioning systems of similar complexity to those contained in these documents on at least three projects of similar scope and complexity.
2. Certification of commissioning process expertise. The following certifications are acceptable. Owner reserves the right to accept or reject certifications as evidence of qualification.

   c. Accredited Commissioning Process Authority Professional, by University of Wisconsin.
   d. Accredited Commissioning Process Manager, by University of Wisconsin.
   e. Accredited Green Commissioning Process Provider, by University of Wisconsin.
B. Calibration Agency Qualifications: Certified by The American Association of Laboratory Accreditation that the calibration agency complies with minimum requirements of ISO/IEC 17025.

1.11 COMMISSIONING AUTHORITY’S RESPONSIBILITIES

A. Commissioning Authority Responsibilities: Comply with requirements in Section 011000 "Summary."

PART 2 - PRODUCTS

2.1 TEST EQUIPMENT, INSTRUMENTATION, AND TOOLS

A. Test equipment and instrumentation required to perform the commissioning shall remain the property of Contractor unless otherwise indicated.

B. Test equipment and instrumentation required to perform commissioning shall comply with the following criteria:

1. Be manufactured for the purpose of testing and measuring tests for which they are being used and have an accuracy to test and measure system performance within the tolerances required to determine acceptable performance.

2. Calibrated and certified.

   a. Calibration performed and documented by a qualified calibration agency according to national standards applicable to the tools and instrumentation being calibrated. Calibration shall be current according to national standards or within test equipment and instrumentation manufacturer's recommended intervals, whichever is more frequent, but not less than within six months of initial use on Project. Calibration tags permanently affixed.

   b. Repair and recalibrate test equipment and instrumentation if dismantled, dropped, or damaged since last calibrated.

3. Maintain test equipment and instrumentation.

4. Use test equipment and instrumentation only for testing or monitoring Work for which they are designed.

2.2 PROPRIETARY TEST EQUIPMENT, INSTRUMENTATION, AND TOOLS

A. Proprietary test equipment, instrumentation, and tools are those manufactured or prescribed by tested equipment manufacturer and required for work on its equipment as a condition of equipment warranty, or as otherwise required to service, repair, adjust, calibrate or perform work on its equipment.

1. Identify proprietary test equipment, instrumentation, and tools required in the test equipment identification list submittal.
2. Proprietary test equipment, instrumentation, and tools shall become the property of Owner at Substantial Completion.

2.3 REPORT FORMAT AND ORGANIZATION

A. General Format and Organization:

2. Label the front cover and spine of each binder with the report title, volume number, project name, Contractor's name, and date of report.
3. Record report on compact disk.
4. Electronic Data: Portable document format (PDF); a single file with outline-organized bookmarks for major and minor tabs and tab contents itemized for specific reports.

B. Commissioning Report:

1. Include a table of contents and an index to each test.
2. Include major tabs for each Specification Section.
3. Include minor tabs for each test.
4. Within each minor tab, include the following:
   a. Test specification.
   b. Pre-startup reports.
   c. Approved test procedures.
   d. Test data forms, completed and signed.
   e. Commissioning issue reports, showing resolution of issues, and documentation related to resolution of issues pertaining to a single test. Group data forms, commissioning issue reports showing resolution of issues, and documentation related to resolution of issues for each test repetition together within the minor tab, in reverse chronological order (most recent on top).

PART 3 - EXECUTION

3.1 PREPARATION

A. Review preliminary construction checklists and preliminary test procedures and data forms.

3.2 CONSTRUCTION CHECKLISTS

A. Construction checklists cannot modify or conflict with the Contract Documents.

B. Create construction checklists based on actual systems and equipment to be included in Project.

C. Material Checks: Compare specified characteristics and approved submittals with materials as received. Include factory tests and other evaluations, adjustments, and tests performed prior to shipment, if applicable.
1. Services connection requirements, including configuration, size, location, and other pertinent characteristics.
2. Included optional features.
3. Delivery Receipt Check: Inspect and record physical condition of materials and equipment on delivery to Project site, including agreement with approved submittals, cleanliness and lack of damage.
4. Installation Checks:
   a. Location according to Drawings and approved Shop Drawings.
   b. Configuration.
   c. Compliance with manufacturers' written installation instructions.
   d. Attachment to structure.
   e. Access clearance to allow for maintenance, service, repair, removal, and replacement without the need to disassemble or remove other equipment or building elements. Access coordinated with other building elements and equipment, including, but not limited to, ceiling and wall access panels, in a manner consistent with OSHA fall-protection regulations and safe work practices.
   f. Utility connections are of the correct characteristics, as applicable.
   g. Correct labeling and identification.
   h. Startup Checks: Verify readiness of equipment to be energized. Include manufacturer's standard startup procedures and forms.

D. Startup: Perform and document initial operation of equipment to prove that it is installed properly and operates as intended according to manufacturer's standard startup procedures, minimum.

E. Performance Tests:
   1. Static Tests: As specified elsewhere, including, but not limited to, duct and pipe leakage tests, insulation-resistance tests, and water-penetrations tests.
   2. Component Performance Tests: Tests evaluate the performance of an input or output of components under a full range of operating conditions.
   3. Equipment and Assembly Performance Tests: Test and evaluate performance of equipment and assemblies under a full range of operating conditions and loads.
   4. System Performance Tests: Test and evaluate performance of systems under a full range of operating conditions and loads.
   5. Intersystem Performance Tests: Test and evaluate the interface of different systems under a full range of operating conditions and loads.

F. Deferred Construction Checklists: Obtain Owner approval of proposed deferral of construction checklists, including proposed schedule of completion of each deferred construction checklist, before submitting request for Certificate of Construction Phase Commissioning Completion. When approved, deferred construction checklists may be completed after date of Construction Phase Commissioning Completion. Include the following in request for Certificate of Construction Phase Commissioning Completion:
   1. Identify deferred construction checklists by number and title.
   2. Provide a target schedule for completion of deferred construction checklists.
   3. Written approval of proposed deferred construction checklists, including approved schedule of completion of each deferred construction checklist.
G. Delayed Construction Checklists: Obtain Owner approval of proposed delayed construction checklists, including proposed schedule of completion of each delayed construction checklist, before submitting request for Certificate of Construction Phase Commissioning Completion. When approved, delayed construction checklists may be completed after date of Construction Phase Commissioning Completion. Include the following in request for Certificate of Construction Phase Commissioning Completion:

1. Identify delayed construction checklist by construction checklist number and title.
2. Provide a target schedule for completion of delayed construction checklists.
3. Written approval of proposed delayed construction checklists, including approved schedule of completion of each delayed construction checklist.

3.3 GENERAL EXECUTION REQUIREMENTS

A. Schedule and coordinate commissioning with the construction schedule.

B. Perform activities identified in construction checklists, including tests, and document results of actions as construction proceeds.

C. Report test data and commissioning issue resolutions.

D. Schedule personnel to participate in and perform Commissioning-Process Work.

E. Installing contractors’ commissioning responsibilities include, but are not limited to, the following:

1. Operating the equipment and systems they install during tests.
2. In addition, installing contractors may be required to assist in tests of equipment and systems with which their work interfaces.

3.4 COMMISSIONING COORDINATOR RESPONSIBILITIES

A. Management and Coordination: Manage, schedule, and coordinate commissioning, including, but not limited to, the following:

1. Coordinate with subcontractors on their commissioning responsibilities and activities.
2. Obtain, assemble, and submit commissioning documentation.
3. Attend periodic on-site commissioning meetings. Comply with requirements in Section 013100 "Project Management and Coordination."
4. Develop and maintain the commissioning schedule. Integrate commissioning schedule into the construction schedule. Update schedule at specified intervals.
5. Review and comment on preliminary test procedures and data forms.
6. Report inconsistencies and issues in system operations.
7. Verify that tests have been completed and results comply with acceptance criteria, and that equipment and systems are ready before scheduling test demonstrations.
8. Direct and coordinate test demonstrations.
9. Coordinate witnessing of test demonstrations by Owner's witness.
10. Coordinate and manage training. Be present during training sessions to direct video recording, present training and direct the training presentations of others. Comply with requirements in Section 017900 "Demonstration and Training."

11. Prepare and submit specified commissioning reports.

12. Track commissioning issues until resolution and retesting is successfully completed.

13. Retain original records of Commissioning-Process Work, organized as required for the commissioning report. Provide Owner's representative access to these records on request.


3.5 COMMISSIONING TESTING

A. Quality Control: Construction checklists, including tests, are quality-control tools designed to improve the functional quality of Project. Test demonstrations evaluate the effectiveness of Contractor's quality-control process.

B. Owner's witness will be present to witness commissioning work requiring the signature of an owner's witness, including, but not limited to, test demonstrations. Owner's project manager will coordinate attendance by Owner's witness with Contractor's published commissioning schedule. Owner's witness will provide no labor or materials in the commissioning work. The only function of Owner's witness will be to observe and comment on the progress and results of commissioning.

C. Construction Checklists:

1. Complete construction checklists as Work is completed.

2. Distribute construction checklists to installing contractors before they start work.

3. Installers:

   a. Verify installation using approved construction checklists as Work proceeds.

   b. Complete and sign construction checklists weekly for work performed during the preceding week.

4. Provide Commissioning Authority access to construction checklists.

D. Installation Compliance Issues: Record as an installation compliance issue Work found to be incomplete, inaccessible, at variance with the Contract Documents, nonfunctional, or that does not comply with construction checklists. Record installation compliance issues on the construction checklist at the time they are identified. Record corrective action and how future Work should be modified before signing off the construction checklist.

E. Pre-Startup Audit: Prior to executing startup procedures, review completed installation checks to determine readiness for startup and operation. Report conditions, which, if left uncorrected, adversely impact the ability of systems or equipment to operate satisfactorily or to comply with acceptance criteria. Prepare pre-startup report for each system.

F. Test Procedures and Test Data Forms:

1. Test procedures shall define the step-by-step procedures to be used to execute tests and test demonstrations.
2. Test procedures shall be specific to the make, model, and application of the equipment and systems being tested.

3. Completed test data forms are the official records of the results of tests.

4. Commissioning Authority will provide to Contractor preliminary test procedures and test data forms for performance tests and commissioning tests after approval of Product Data, Shop Drawings, and preliminary operation and maintenance manual.

5. Review preliminary test procedures and test data forms and provide comments within 14 days of receipt from Commissioning Authority. Review shall address the following:

   a. Equipment protection and warranty issues, including, but not limited to, manufacturers' installation and startup recommendations, and operation and maintenance instructions.

   b. Applicability of the procedure to the specific software, equipment, and systems approved for installation.

6. After Contractor has reviewed and commented on the preliminary test procedures and test data forms, Commissioning Authority will revise and reissue the approved revised test procedures and test data forms marked "Approved for Testing."

7. Use only approved test procedures and test data forms marked "Approved for Testing" to perform and document tests and test demonstrations.

G. Performance of Tests:

1. The sampling rate for tests is 100 percent. The sampling rate for test demonstrations is 100 percent unless otherwise indicated.

2. Perform and complete each step of the approved test procedures in the order listed.

3. Record data observed during performance of tests on approved data forms at the time of test performance and when the results are observed.

4. Record test results that are not within the range of acceptable results on commissioning issue report forms in addition to recording the results on approved test procedures and data forms according to the "Commissioning Compliance Issues" Paragraph in this Article.

5. On completion of a test, sign the completed test procedure and data form. Tests for which test procedures and data forms are incomplete, not signed, or which indicate performance that does not comply with acceptance criteria will be rejected. Tests for which test procedures and data forms are rejected shall be repeated and results resubmitted.

H. Performance of Test Demonstration:

1. Perform test demonstrations on a sample of tests after test data submittals are approved. The sampling rate for test demonstrations shall be 100 percent unless otherwise indicated in the individual test specification.

2. Notify Owner's witness at least three days in advance of each test demonstration.

3. Perform and complete each step of the approved test procedures in the order listed.

4. Record data observed during performance of test demonstrations on approved data forms at the time of demonstration and when the results are observed.

5. Provide full access to Owner's witness to directly observe the performance of all aspects of system response during the test demonstration. On completion of a test demonstration, sign the completed data form and obtain signature of Owner's witness at the time of the test to authenticate the reported results.
6. Test demonstration data forms not signed by Contractor and Owner's witness at the time of the completion of the procedure will be rejected. Test demonstrations for which data forms are rejected shall be repeated and results shall be resubmitted.

   a. Exception for Failure of Owner's Witness to Attend: Failure of Owner's witness to be present for agreed-on schedule of test demonstration shall not delay Contractor. If Owner's witness fails to attend a scheduled test, Contractor shall proceed with the scheduled test. On completion, Contractor shall sign the data form for Contractor and for Owner's witness, and shall note the absence of Owner's witness at the scheduled time and place.

7. False load test requirements are specified in related sections.

   a. Where false load testing is specified, provide temporary equipment, power, controls, wiring, piping, valves, and other necessary equipment and connections required to apply the specified load to the system. False load system shall be capable of steady-state operation and modulation at the level of load specified. Equipment and systems permanently installed in this work shall not be used to create the false load without Architect's written approval.

I. Deferred Tests:

1. Deferred Tests List: Identify, in the request for Certificate of Construction Phase Commissioning Completion, proposed deferred tests or other tests approved for deferral until specified seasonal or other conditions are available. When approved, deferred tests may be completed after the date of Construction Phase Commissioning Completion. Identify proposed deferred tests in the request for Certificate of Construction Phase Commissioning Completion as follows:

   a. Identify deferred tests by number and title.
   b. Provide a target schedule for completion of deferred tests.

2. Schedule and coordinate deferred tests. Schedule deferred tests when specified conditions are available. Notify Architect and Commissioning Authority at least three working days (minimum) in advance of tests.

3. Where deferred tests are specified, coordinate participation of necessary personnel and of Architect, Commissioning Authority, and Owner's witness. Schedule deferred tests to minimize occupant and facility impact. Obtain Architect's approval of the proposed schedule.

J. Delayed Tests:

1. Delayed Tests List: Identify, in the request for Certificate of Construction Phase Commissioning Completion, proposed delayed tests. Obtain Owner approval of proposed delayed tests, including proposed schedule of completion of each delayed test, before submitting request for Certificate of Construction Phase Commissioning Completion. Include the following in the request for Certificate of Construction Phase Commissioning Completion:

   a. Identify delayed tests by test number and title.
b. Written approval of proposed delayed tests, including approved schedule of completion of delayed tests.

2. Schedule and coordinate delayed tests. Schedule delayed tests when conditions that caused the delay have been rectified. Notify Architect and Commissioning Authority at least three working days (minimum) in advance of tests.

3. Where delayed tests are approved, coordinate participation of necessary personnel and of Architect, Commissioning Authority, and Owner's witness. Schedule delayed tests to minimize occupant and facility impact. Obtain Architect's approval of the proposed schedule.

K. Commissioning Compliance Issues:

1. Test results that are not within the range of acceptable results are commissioning compliance issues.

2. Track and report commissioning compliance issues until resolution and retesting are successfully completed.

3. If a test demonstration fails, determine the cause of failure. Direct timely resolution of issue and then repeat the demonstration. If a test demonstration must be repeated due to failure caused by Contractor work or materials, reimburse Owner for billed costs for the participation in the repeated demonstration.

4. Test Results: If a test demonstration fails to meet the acceptance criteria, perform the following:

   a. Complete a commissioning compliance issue report form promptly on discovery of test results that do not comply with acceptance criteria.
   b. Submit commissioning compliance issue report form within 24 hours of the test.
   c. Determine the cause of the failure.
   d. Establish responsibility for corrective action if the failure is due to conditions found to be Contractor's responsibility.


   a. Exception: If an entire class of devices is determined to exhibit the identical issue, they may be reported on a single commissioning compliance issue report. (For example, if all return-air damper actuators that are specified to fail to the open position are found to fail to the closed position, they may be reported on a single commissioning issue report. If a single commissioning issue report is used for multiple commissioning compliance issues, each device shall be identified in the report, and the total number of devices at issue shall be identified.
   b. Complete and submit Part 1 of the commissioning compliance issue report immediately when the condition is observed.
   c. Record the commissioning compliance issue report number and describe the deficient condition on the data form.
   d. Resolve commissioning compliance issues promptly. Complete and submit Part 2 of the commissioning compliance issue report when issues are resolved.

6. Diagnose and correct failed test demonstrations as follows:
a. Perform diagnostic tests and activities required to determine the fundamental cause of issues observed.
b. Record each step of the diagnostic procedure prior to performing the procedure. Update written procedure as changes become necessary.
c. Record the results of each step of the diagnostic procedure.
d. Record the conclusion of the diagnostic procedure on the fundamental cause of the issue.
e. Determine and record corrective measures.
f. Include diagnosis of fundamental cause of issues in commissioning compliance issue report.

7. Retest:
   a. Schedule and repeat the complete test procedure for each test demonstration for which acceptable results are not achieved. Obtain signature of Owner's witness on retest data forms. Repeat test demonstration until acceptable results are achieved. Except for issues that are determined to result from design errors or omissions, or other conditions beyond Contractor's responsibility, compensate Owner for direct costs incurred as the result of repeated test demonstrations to achieve acceptable results.
   b. For each repeated test demonstration, submit a new test data form, marked "Retest."

8. Do not correct commissioning compliance issues during test demonstrations.
   a. Exceptions will be allowed if the cause of the issue is obvious and resolution can be completed in less than [five] <Insert number> minutes. If corrections are made under this exception, note the deficient conditions on the test data form and issue a commissioning compliance issue report. A new test data form, marked "Retest," shall be initiated after the resolution has been completed.

3.6 COMMISSIONING MEETINGS
   A. Schedule and conduct commissioning meetings. Comply with requirements in Section 013100 "Project Management and Coordination."

3.7 SEQUENCING
   A. Sequencing of Commissioning Verification Activities: For a particular material, item of equipment, assembly, or system, perform the following in the order listed unless otherwise indicated:

   1. Construction Checklists:
      a. Material checks.
      b. Installation checks.
      c. Start up, as appropriate. Some startup may depend on component performance. Such startup may follow component performance tests on which the startup depends.
d. Performance Tests:
   1) Static tests, as appropriate.
   2) Component performance tests. Some component performance tests may depend on completion of startup. Such component performance tests may follow startup.
   3) Equipment and assembly performance tests.
   4) System performance tests.
   5) Intersystem performance tests.

2. Commissioning tests.
   B. Before performing commissioning tests, verify that materials, equipment, assemblies, and systems are delivered, installed, started, and adjusted to perform according to construction checklists.
   C. Verify readiness of materials, equipment, assemblies, and systems by performing tests prior to performing test demonstrations. Notify Architect if acceptable results cannot be achieved due to conditions beyond Contractor's control or responsibility.
   D. Commence tests as soon as installation checks for materials, equipment, assemblies, or systems are satisfactorily completed. Tests of a particular system may proceed prior to completion of other systems, provided the incomplete work does not interfere with successful execution of test.

3.8 SCHEDULING
   A. Commence commissioning as early in the construction period as possible.
   B. Commissioning Schedule: Integrate commissioning into Contractor's construction schedule. See Section 013200 "Construction Progress Documentation."
      1. Include detailed commissioning activities in monthly updated Contractor's construction schedule and short interval schedule submittals.
      2. Schedule the start date and duration for the following commissioning activities:
         a. Submittals.
         b. Preliminary operation and maintenance manual submittals.
         c. Installation checks.
         d. Startup, where required.
         e. Performance tests.
         f. Performance test demonstrations.
         g. Commissioning tests.
         h. Commissioning test demonstrations.
      3. Schedule shall include a line item for each installation check, startup, and test activity specific to the equipment or systems involved.
      4. Determine milestones and prerequisites for commissioning. Show commissioning milestones, prerequisites, and dependencies in monthly updated critical-path-method construction schedule and short interval schedule submittals.
C. Two-Week Look-Ahead Commissioning Schedule:

1. Two weeks prior to the beginning of tests, submit a detailed two-week look-ahead schedule. Thereafter, submit updated two-week look-ahead schedules weekly for the duration of commissioning.
2. Two-week look-ahead schedules shall identify the date, time, beginning location, Contractor personnel required, and anticipated duration for each startup or test activity.
3. Use two-week look-ahead schedules to notify and coordinate participation of Owner's witnesses.

D. Owner's Witness Coordination:

2. Notify Architect of commissioning schedule changes at least two work days in advance for activities requiring the participation of Owner's witness.

3.9 COMMISSIONING REPORTS

A. Test Reports:

1. Pre-startup reports include observations of the conditions of installation, organized into the following sections:
   a. Equipment Model Verification: Compare contract requirements, approved submittals, and provided equipment. Note inconsistencies.
   b. Preinstallation Physical Condition Checks: Observe physical condition of equipment prior to installation. Note conditions including, but not limited to, physical damage, corrosion, water damage, or other contamination or dirt.
   c. Preinstallation Component Verification Checks: Verify components supplied with the equipment, preinstalled or field installed, are correctly installed and functional. Verify external components required for proper operation of equipment correctly installed and functional. Note missing, improperly configured, improperly installed, or nonfunctional components.
   d. Summary of Installation Compliance Issues and Corrective Actions: Identify installation compliance issues and the corrective actions for each. Verify that issues noted have been corrected.
   e. Evaluation of System Readiness for Startup: For each item of equipment for each system for which startup is anticipated, document in summary form acceptable to Owner completion of equipment model verification, preinstallation physical condition checks, preinstallation component verification checks, and completion of corrective actions for installation compliance issues.

2. Test data reports include the following:
   a. "As-tested" system configuration. Complete record of conditions under which the test was performed, including, but not limited to, the status of equipment, systems, and assemblies; temporary adjustments and settings; and ambient conditions.
   b. Data and observations, including, but not limited to, data trend logs, recorded during the tests.
   c. Signatures of individuals performing and witnessing tests.
3. Commissioning Compliance Issues Reports: Report as commissioning compliance issues results of tests and test demonstrations that do not comply with acceptance criteria. Report only one issue per commissioning compliance issue report. Use sequentially numbered facsimiles of commissioning compliance issue report form included in this Section, or other form approved by Owner. Distribute commissioning compliance issue reports to parties responsible for taking corrective action. Identify the following:

a. Commissioning compliance issue report number. Assign unique, sequential numbers to individual commissioning compliance issue reports when they are created, to be used for tracking.
b. Action distribution list.
c. Report date.
d. Test number and description.
e. Equipment identification and location.
f. Briefly describe observations about the performance associated with failure to achieve acceptable results. Identify the cause of failure if apparent.
g. Diagnostic procedure or plan to determine the cause (include in initial submittal).
h. Diagnosis of fundamental cause of issues as specified below (include in resubmittal).
i. Fundamental cause of unacceptable performance as determined by diagnostic tests and activities.
j. When issues have been resolved, update and resubmit the commissioning issue report forms by completing Part 2. Identify resolution taken and the dates and initials of the persons making the entries.
k. Schedule for retesting.

4. Weekly progress reports include information for tests conducted since the preceding report and the following:

a. Completed data forms.
b. Equipment or system tested, including test number, system or equipment tag number and location, and notation about the apparent acceptability of results.
c. Activities scheduled but not conducted per schedule.
d. Commissioning compliance issue report log.
e. Schedule changes for remaining Commissioning-Process Work, if any.

5. Data trend logs shall be initiated and running prior to the time scheduled for the test demonstration.

a. Trend log data format shall be multiple data series graphs. Where multiple data series are trend logged concurrently, present the data on a common horizontal time axis. Individual data series may be presented on a segmented vertical axis to avoid interference of one data series with another, and to accommodate different axis scale values. Graphs shall be sufficiently clear to interpret data within the accuracy required by the acceptance criteria.
b. Attach to the data form printed trend log data collected during the test or test demonstration.
3.10 CERTIFICATE OF CONSTRUCTION PHASE COMMISSIONING COMPLETION

A. When Contractor considers that construction phase commissioning, or a portion thereof which Owner agrees to accept separately, is complete, Contractor shall prepare and submit to Owner and Commissioning Authority through Architect a comprehensive list of items to be completed or corrected. Failure to include an item on such list does not alter Contractor's responsibility to complete commissioning.

B. On receipt of Contractor's list, Commissioning Authority will make an inspection to determine whether the construction phase commissioning or designated portion thereof is complete. If Commissioning Authority's inspection discloses items, whether included on Contractor's list, which is not sufficiently complete as defined in "Construction Phase Commissioning Completion" Paragraph in the "Definitions" Article, Contractor shall, before issuance of the Certificate of Construction Phase Completion, complete or correct such items on notification by Commissioning Authority. In such case, Contractor shall then submit a request for another inspection by Commissioning Authority to determine construction phase commissioning completion.

C. Contractor shall promptly correct deficient conditions and issues discovered during commissioning. Costs of correcting such deficient conditions and issues, including additional testing and inspections, the cost of uncovering and replacement, and compensation for Architect's and Commissioning Authority's services and expenses made necessary thereby, shall be at Contractor's expense.

D. When construction phase commissioning or designated portion is complete, Commissioning Authority will prepare a Certificate of Construction Phase Commissioning that shall establish the date of completion of construction phase commissioning. Certificate of Construction Phase Commissioning Completion shall be submitted prior to requesting inspection for determining date of Substantial Completion.

END OF SECTION 019113
PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

A. The requirements of the General Conditions and Supplementary Conditions apply to all Work herein.

B. The Contract Drawings indicate the extent and general arrangement of the systems. If any departure from the Contract Drawings is deemed necessary by the Contractor, details of such departures and the reasons therefore, shall be submitted to the Architect/Engineer for review as soon as practicable. No such departures shall be made without the prior written approval of the Architect/Engineer.

C. Notwithstanding any reference in the Specifications to any article, device, product, material, fixture, form or type of construction by name, make or catalog number, such reference shall not be construed as limiting competition; and the Contractor, in such cases, may at his option use any article, device, product, material, fixture, form or type of construction which in the judgment of the Architect/Engineer, expressed in writing, is the equivalent of that specified.

1.2 SCOPE OF WORK

A. The Work included under this Contract consists of the furnishing and installation of all equipment and material necessary and required to form complete and functioning systems in all of their various phases, all as shown on the accompanying Drawings and/or described in these Specifications. The Contractor shall review all pertinent drawings, including those of other contracts, prior to commencement of Work.

B. This Division requires the furnishing and installing of all items as specified herein, indicated on the Drawings or reasonably inferred as necessary for safe and proper operation; including every article, device or accessory (whether or not specifically called for by item) reasonably necessary to facilitate each system's functioning as indicated by the design and the equipment specified. Elements of the work include, but are not limited to, materials, labor, supervision, transportation, storage, equipment, utilities, all required permits, licenses and inspections. All work performed under this Section shall be in accordance with the Project Manual, Drawings and Specifications and is subject to the terms and conditions of the Contract.

C. The approximate locations of Mechanical (HVAC) items are indicated on the Drawings. These Drawings are not intended to give complete and accurate details in regard to location of outlets, apparatus, etc. Exact locations are to be determined by actual measurements at the building, and will in all cases be subject to the review of the Owner or Engineer, who reserves the right to make any reasonable changes in the locations indicated without additional cost to the Owner.

D. Items specifically mentioned in the Specifications but not shown on the Drawings and/or
items shown on Drawings but not specifically mentioned in the Specifications shall be installed by the Contractor under the appropriate section of work as if they were both specified and shown.

E. All discrepancies between the Contract Documents and actual job-site conditions shall be reported to the Owner or Engineer so that they will be resolved prior to bidding. Where this cannot be done at least 7 working days prior to bid; the greater or more costly of the discrepancy shall be bid. All labor and materials required to perform the work described shall be included as part of this Contract.

F. It is the intention of this Section of the Specifications to outline minimum requirements to furnish the Owner with a turn-key and fully operating system in cooperation with other trades.

G. It is the intent of the above "Scope" to give the Contractor a general outline of the extent of the Work involved; however, it is not intended to include each and every item required for the Work. Anything omitted from the "Scope" but shown on the Drawings, or specified later, or necessary for a complete and functioning heating, ventilating and air conditioning system shall be considered a part of the overall "Scope".

H. The Contractor shall rough-in fixtures and equipment furnished by others from rough-in and placement drawings furnished by others. The Contractor shall make final connection to fixtures and equipment furnished by others.

I. The Contractor shall participate in the commissioning process as required; including, but not limited to, meeting attendance, completion of checklists, and participation in functional testing.

1.3 SCHEMATIC NATURE OF CONTRACT DOCUMENTS

A. The Contract Documents are schematic in nature in that they are only to establish scope and a minimum level of quality. They are not to be used as actual working construction drawings. The actual working construction drawings shall be the reviewed shop drawings.

B. All duct or pipe or equipment locations as indicated on the documents do not indicate every transition, offset, or exact location. All transitions, offsets, clearances and exact locations shall be established by actual field measurements, coordination with the structural, architectural and reflected ceiling plans, and other trades. Submit shop drawings for review.

C. All transitions, offsets and relocations as required by actual field conditions shall be performed by the Contractor at no additional cost to the Owner.

D. Additional coordination with electrical contractor may be required to allow adequate clearances of electrical equipment, fixtures and associated appurtenances. Contractor to notify Architect and Engineer of unresolved clearances, conflicts or equipment locations.

1.4 SITE VISIT AND FAMILIARIZATION
A. Before submitting a bid, it will be necessary for each Contractor whose work is involved to visit the site and ascertain for himself the conditions to be met therein in installing his work and make due provision for same in his bid. It will be assumed that this Contractor in submitting his bid has visited the premises and that his bid covers all work necessary to properly install the equipment shown. Failure on the part of the Contractor to comply with this requirement shall not be considered justification for the omission or faulty installation of any work covered by these Specifications and Drawings.

B. Understand the existing utilities from which services will be supplied; verify locations of utility services, and determine requirements for connections.

C. Determine in advance that equipment and materials proposed for installation fit into the confines indicated.

1.5 WORK SPECIFIED IN OTHER SECTIONS

A. Finish painting is specified. Prime and protective painting are included in the work of this Division.

B. Owner and General Contractor furnished equipment shall be properly connected to Mechanical (HVAC) systems.

C. Furnishing and installing all required Mechanical (HVAC) equipment control relays and electrical interlock devices, conduit, wire and J-boxes are included in the Work of this Division.

1.6 PERMITS, TESTS, INSPECTIONS

A. Arrange and pay for all permits, fees, tests, and all inspections as required by governmental authorities.

1.7 DATE OF FINAL ACCEPTANCE

A. The date of final acceptance shall be the date of Owner occupancy, or the date all punch list items have been completed, or the date final payment has been received. Refer to Division One for additional requirements.

B. The date of final acceptance shall be documented in writing and signed by the Architect, Owner and Contractor.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Deliver products to the project properly identified with names, model numbers, types, grades, compliance labels, and other information needed for identification.

B. Deliver products to the project at such time as the project is ready to receive the
equipment, pipe or duct - properly protected from incidental damage and weather damage.

C. Damaged equipment, duct or pipe shall be promptly removed from the site and new, undamaged equipment, pipe or duct shall be installed in its place promptly with no additional charge to the Owner.

1.9 NOISE AND VIBRATION

A. The heating, ventilating and air conditioning systems, and the component parts thereof, shall be guaranteed to operate without objectionable noise and vibration.

B. Provide foundations, supports and isolators as specified or indicated, properly adjusted to prevent transmission of vibration to the building structure, piping and other items.

C. Carefully fabricate ductwork and fittings with smooth interior finish to prevent turbulence and generation or regeneration of noise.

D. All equipment shall be selected to operate with minimum of noise and vibration. If, in the opinion of the Architect, objectionable noise or vibration is produced or transmitted to or through the building structure by equipment, piping, ducts or other parts of the Work, the Contractor shall rectify such conditions without extra cost to the Owner.

1.10 APPLICABLE CODES

A. Obtain all required permits and inspections for all work required by the Contract Documents and pay all required fees in connection thereof.

B. Arrange with the serving utility companies for the connection of all required utilities and pay all charges, meter charges, connection fees and inspection fees, if required.

C. Comply with all applicable codes, specifications, local ordinances, industry standards, utility company regulations and the applicable requirements which includes and is not limited to the following nationally accepted codes and standards:

1. Air Moving & Conditioning Association, AMCA.
2. American Standards Association, ASA.
4. American Society of Mechanical Engineers, ASME.
5. American Society of Plumbing Engineers, ASPE.
6. American Society of Testing Materials, ASTM.
7. American Water Works Association, AWWA.
8. National Bureau of Standards, NBS.
10. Sheet Metal & Air Conditioning Contractors' National Association, SMACNA.
11. Underwriters' Laboratories, Inc., UL.

D. Where differences existing between the Contract Documents and applicable state or city building codes, state and local ordinances, industry standards, utility company regulations and the applicable requirements of the nationally accepted codes and standards, the more stringent or costly application shall govern. Promptly notify the Engineer in writing of all differences.

E. When directed in writing by the Engineer, remove all work installed that does not comply with the Contract Documents and applicable state or city building codes, state and local ordinances, industry standards, utility company regulations and the applicable requirements of the above listed nationally accepted codes and standards, correct the deficiencies, and complete the work at no additional cost to the Owner.

1.11 DEFINITIONS AND SYMBOLS

A. General Explanation: A substantial amount of construction and Specification language constitutes definitions for terms found in other Contract Documents, including Drawings which must be recognized as diagrammatic and schematic in nature and not completely descriptive of requirements indicated thereon. Certain terms used in Contract Documents are defined generally in this article, unless defined otherwise in Division 01.

B. Definitions and explanations of this Section are not necessarily either complete or exclusive, but are general for work to the extent not stated more explicitly in another provision of the Contract Documents.

C. Indicated: The term "Indicated" is a cross-reference to details, notes or schedules on the Drawings, to other paragraphs or schedules in the Specifications and to similar means of recording requirements in Contract Documents. Where such terms as "Shown", "Noted", "Scheduled", "Specified" and "Detailed" are used in lieu of "Indicated", it is for the purpose of helping the reader locate cross-reference material, and no limitation of location is intended except as specifically shown.

D. Directed: Where not otherwise explained, terms such as "Directed", "Requested", "Accepted", and "Permitted" mean by the Architect or Engineer. However, no such implied meaning will be interpreted to extend the Architect's or Engineer's responsibility into the Contractor's area of construction supervision.

E. Reviewed: Where used in conjunction with the Engineer's response to submittals, requests for information, applications, inquiries, reports and claims by the Contractor the meaning of the term "Reviewed" will be held to limitations of Architect's and Engineer's responsibilities and duties as specified in the General and Supplemental Conditions. In no case will "Reviewed" by Engineer be interpreted as a release of the Contractor from responsibility to fulfill the terms and requirements of the Contract Documents.

F. Furnish: Except as otherwise defined in greater detail, the term "Furnish" is used to mean supply and deliver to the project site, ready for unloading, unpacking, assembly, installation, etc., as applicable in each instance.

G. Install: Except as otherwise defined in greater detail, the term "Install" is used to
describe operations at the project site including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protection, cleaning and similar operations, as applicable in each instance.

H. Provide: Except as otherwise defined in greater detail, the term "Provide" is used to mean "Furnish and Install", complete and ready for intended use, as applicable in each instance.

I. Installer: Entity (person or firm) engaged by the Contractor, or its Subcontractor or Sub-subcontractor for performance of a particular unit of work at the project site, including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protection, cleaning and similar operations, as applicable in each instance. It is a general requirement that such entities (Installers) be expert in the operations they are engaged to perform.

J. Imperative Language: Used generally in Specifications. Except as otherwise indicated, requirements expressed imperatively are to be performed by the Contractor. For clarity of reading at certain locations, contrasting subjective language is used to describe responsibilities that must be fulfilled indirectly by the Contractor or, when so noted, by other identified installers or entities.

K. Minimum Quality/Quantity: In every instance, the quality level or quantity shown or specified is intended as minimum quality level or quantity of work to be performed or provided. Except as otherwise specifically indicated, the actual work may either comply exactly with that minimum (within specified tolerances), or may exceed that minimum within reasonable tolerance limits. In complying with requirements, indicated or scheduled numeric values are either minimums or maximums as noted or as appropriate for the context of the requirements. Refer instances of uncertainty to Owner or Engineer via a request for information (RFI) for decision before proceeding.

L. Abbreviations and Symbols: The language of Specifications and other Contract Documents including Drawings is of an abbreviated type in certain instances, and implies words and meanings which will be appropriately interpreted. Actual word abbreviations of a self explanatory nature have been included in text of Specifications and Drawings. Specific abbreviations and symbols have been established, principally for lengthy technical terminology and primarily in conjunction with coordination of Specification requirements with notations on Drawings and in Schedules. These are frequently defined in Section at first instance of use or on a Legend and Symbol Drawing. Trade and industry association names and titles of generally recognized industry standards are frequently abbreviated. Singular words will be interpreted as plural and plural words will be interpreted as singular where applicable and where full context of Contract Documents so indicate. Except as otherwise indicated, graphic symbols and abbreviations used on Drawings and in Specifications are those recognized in construction industry for indicated purposes. Where not otherwise noted symbols and abbreviations are defined by the latest ASHRAE Fundamentals Handbook, chapter 34 "Abbreviations and Symbols", ASME and ASPE published standards.

1.12 DRAWINGS AND SPECIFICATIONS

A. These Specifications are intended to supplement the Drawings and it will not be the
province of the Specifications to mention any part of the Work which the Drawings are competent to fully explain in every particular and such omission is not to relieve the Contractor from carrying out portions indicated on the Drawings only.

B. Should items be required by these Specifications and not indicated on the Drawings, they are to be supplied even if of such nature that they could have been indicated thereon. In case of disagreement between Drawings and Specifications, or within either Drawings or Specifications, the better quality or greater quantity of work shall be estimated and the matter referred to the Architect or Engineer for review with a request for information and clarification at least 7 working days prior to bid opening date for issuance of an addendum.

C. The listing of product manufacturers, materials and methods in the various sections of the Specifications, and indicated on the Drawings, is intended to establish a standard of quality only. It is not the intention of the Owner or Engineer to discriminate against any product, material or method that is the equivalent of the standards as indicated and/or specified, nor is it intended to preclude open, competitive bidding. The fact that a specific manufacturer is listed as an acceptable manufacturer should not be interpreted to mean that the manufacturer’s standard product will meet the requirements of the project design, Drawings, Specifications and space constraints.

D. The Architect or Engineer and Owner shall be the sole judge of quality and equivalence of equipment, materials and methods.

E. Products by other reliable manufacturers, other materials, and other methods, will be accepted as outlined, provided they have equivalent capacity, construction, and performance. However, under no circumstances shall any substitution be made without the written permission of the Architect or Engineer and Owner. Request for prior approval must be made in writing 10 days prior to the bid date without fail.

F. Wherever a definite product, material or method is specified and there is not a statement that another product, material or method will be acceptable, it is the intention of the Owner or Engineer that the specified product, material or method is the only one that shall be used without prior approval.

G. Wherever a definite material or manufacturer's product is specified and the Specification states that products of similar design and equivalent construction from the specified list of manufacturers may be substituted, it is the intention of the Owner or Engineer that products of manufacturers that are specified are the only products that will be acceptable and that products of other manufacturers will not be considered for substitution without approval.

H. Wherever a definite product, material or method is specified and there is a statement that "OR EQUIVALENT" product, material or method will be acceptable, it is the intention of the Owner or Engineer that the specified product, material or method or an "OR EQUIVALENT" product, material or method may be used if it complies with the Specifications and is submitted for review to the Engineer as outline herein.

I. Where permission to use substituted or alternative equipment on the project is granted by the Owner or Engineer in writing, it shall be the responsibility of the Contractor or Subcontractor involved to verify that the equipment will fit in the space available which
includes allowances for all required Code and maintenance clearances, and to coordinate all equipment structural support, plumbing and electrical requirements and provisions with the Mechanical (HVAC) Design Documents and all other trades, including Division 26.

J. Changes in architectural, structural, electrical, mechanical, and plumbing requirements for the substitution shall be the responsibility of the bidder wishing to make the substitution. This shall include the cost of redesign by the affected designer(s). Any additional cost incurred by affected Subcontractors shall be the responsibility of this bidder and not the Owner.

K. If any request for a substitution of product, material or method is rejected, the Contractor will automatically be required to furnish the product, material or method named in the Specifications. Repetitive requests for substitutions will not be considered.

L. The Owner or Engineer will investigate all requests for substitutions when submitted in accordance with the requirements listed above; and if accepted, will issue a letter allowing the substitutions.

M. Where equipment other than that used in the design as specified or shown on the Drawings is substituted (either from an approved manufacturers list or by submittal review), it shall be the responsibility of the substituting Contractor to coordinate space requirements, building provisions and connection requirements with his trades and all other trades; and to pay all additional costs to other trades, the Owner, the Architect or Engineer, if any, due to the substitutions.

1.13 SUBMITTALS

A. Coordinate with Division 01 for submittal timetable requirements. Within thirty (30) days, unless noted otherwise, after the Contract is awarded the Contractor shall submit a minimum of eight (8) complete bound sets of shop drawings and complete data covering each item of equipment or material. The first submittal of each item requiring a submittal must be received by the Architect or Engineer within the above thirty day period. The Architect or Engineer shall not be responsible for any delays or costs incurred due to excessive shop drawing review time for submittals received after the thirty (30) day time limit. The Architect and Engineer will retain one (1) copy each of all shop drawings for their files. Where full size drawings are involved, submit one (1) print and one (1) reproducible sepia or mylar in lieu of eight (8) sets. All literature pertaining to an item subject to Shop Drawing submittal shall be submitted at one time. A submittal shall not contain information from more than one Specification section, but may have a section subdivided into items or equipment as listed in each section. The Contractor may elect to submit each item or type of equipment separately. Each submittal shall include the following items enclosed in a suitable binder:

1. A cover sheet with the names and addresses of the Project, Architect, MEP Engineer, General Contractor and the Subcontractor making the submittal. The cover sheet shall also contain the section number covering the item or items submitted and the item nomenclature or description.

2. An index page with a listing of all data included in the Submittal.

3. A list of variations page with a listing of all variations, including unfurnished or
additional required accessories, items or other features, between the submitted 
equipment and the specified equipment. If there are no variations, then this page 
shall state "NO VARIATIONS". Where variations affect the work of other 
Contractors, then the Contractor shall certify on this page that these variations 
have been fully coordinated with the affected Contractors and that all expenses 
associated with the variations will be paid by the submitting Contractor. This 
page will be signed by the submitting Contractor.

4. Equipment information including manufacturer's name and designation, size, 
performance and capacity data as applicable. All applicable Listings, Labels, 
Approvals and Standards shall be clearly indicated.

5. Dimensional data and scaled drawings as applicable to show that the submitted 
equipment will fit the space available with all required Code and maintenance 
clearances clearly indicated and labeled at a minimum scale of 1/4" = 1'-0", as 
required to demonstrate that the alternate or substituted product will fit in the 
space available.

6. Identification of each item of material or equipment matching that indicated on 
the Drawings.

7. Sufficient pictorial, descriptive and diagrammatic data on each item to show its 
conformance with the Drawings and Specifications. Any options or special 
requirements or accessories shall be so indicated. All applicable information 
shall be clearly indicated with arrows or another approved method.

8. Additional information as required in other Sections of this Division.

9. Certification by the General Contractor and Subcontractor that the material 
submitted is in accordance with the Drawings and Specifications, signed and 
dated in long hand. Submittals that do not comply with the above requirements 
shall be returned to the Contractor and shall be marked "REVISE AND 
RESUBMIT".

B. Refer to Division 00 and Division 01 for additional information on shop drawings and 
submittals.

C. Equipment and materials submittals and shop drawings will be reviewed for compliance 
with design concept only. It will be assumed that the submitting Contractor has verified 
that all items submitted can be installed in the space allotted. Review of shop drawings 
and submittals shall not be considered as a verification or guarantee of measurements or 
building conditions.

D. Where shop drawings and submittals are marked "REVIEWED", the review of the 
submittal does not indicate that submittals have been checked in detail nor does it in any 
way relieve the Contractor from his responsibility to furnish material and perform work 
as required by the Contract Documents.

E. Shop drawings shall be reviewed and returned to the Contractor with one of the following 
categories indicated:

1. REVIEWED: Contractor need take no further submittal action, shall include this 
submittal in the O&M manual and may order the equipment submitted on.

2. REVIEWED AS NOTED: Contractor shall submit a letter verifying that 
required exceptions to the submittal have been received and complied with 
including additional accessories or coordination action as noted, and shall include 
this submittal and compliance letter in the O&M manual. The contractor may
order the equipment submitted on at the time of the returned submittal providing the Contractor complies with the exceptions noted.

3. NOT APPROVED: Contractor shall resubmit new submittal on material, equipment or method of installation when the alternate or substitute is not approved. The Contractor will automatically be required to furnish the product, material or method named in the Specifications and/or Drawings. Contractor shall not order equipment that is not approved. Repetitive requests for substitutions will not be considered.

4. REVISE AND RESUBMIT: Contractor shall resubmit new submittal on material, equipment or method of installation when the alternate or substitute is marked revise and resubmit. The Contractor will automatically be required to furnish the product, material or method named in the Specifications and/or provide as noted on previous shop drawings. Contractor shall not order equipment marked revise and resubmit. Repetitive requests for substitutions will not be considered.

5. CONTRACTOR’S CERTIFICATION REQUIRED: Contractor shall resubmit submittal on material, equipment or method of installation. The Contractor’s stamp is required stating that the submittal meets all conditions of the Contract Documents. The stamp shall be signed by the General Contractor. The submittal will not be reviewed if the stamp is not placed and signed on all shop drawings.

6. MANUFACTURER NOT AS SPECIFIED: Contractor shall resubmit new submittal on material, equipment or method of installation when the alternate or substitute is marked manufacturer not as specified. The Contractor will automatically be required to furnish the product, material or method named in the Specifications. Contractor shall not order equipment when submittal is marked manufacturer not as specified. Repetitive requests for substitutions will not be considered.

F. Materials and equipment which are purchased or installed without submittal review shall be at the risk of the Contractor and the cost for removal and replacement of such materials and equipment and related work which is judged unsatisfactory by the Owner or Engineer for any reason shall be at the expense of the Contractor. The responsible Contractor shall remove the material and equipment noted above and replace with specified equipment or material at his own expense when directed in writing by the Architect or Engineer.

G. Shop Drawing Submittals shall be complete and checked prior to submission to the Engineer for review.

H. Submittals are required for, but not limited to, the following items:

1. Pipe Material and Specialties.
2. Pipe Fabrication Drawings.
4. Chillers.
5. Water Treatment.
7. Variable Frequency Drives.
9. HVAC Pipe Insulation.
11. Hydronic Piping and Accessories.
15. Test, Adjust and Balance Reports.

I. Refer to other Division 23 sections for additional submittal requirements. Provide samples of actual materials and/or equipment to be used on the Project upon request of the Owner or Engineer.

1.14 COORDINATION DRAWINGS

A. Prepare coordination drawings to a scale of 1/4"=1'-0" or larger; detailing major elements, components, and systems of mechanical equipment and materials in relationship with other systems, installations, and building components. Indicate locations where space is limited for installation and access, and where sequencing and coordination of installations are of importance to the efficient flow of the Work, including (but not necessarily limited to) the following:

1. Indicate the proposed locations of pipe, duct, equipment, and other materials. Include the following:
   a. Wall and type locations.
   b. Clearances for installing and maintaining insulation.
   c. Locations of light fixtures and sprinkler heads.
   d. Clearances for servicing and maintaining equipment, including tube removal, filter removal, and space for equipment disassembly required for periodic maintenance.
   e. Equipment connections and support details.
   f. Exterior wall and foundation penetrations.
   g. Routing of storm and sanitary sewer piping.
   h. Fire-rated wall and floor penetrations.
   i. Sizes and location of required concrete pads and bases.
   j. Valve stem movement.
   k. Structural floor, wall and roof opening sizes and details.

2. Indicate scheduling, sequencing, movement, and positioning of large equipment into the building during construction.

3. Prepare floor plans, elevations, and details to indicate penetrations in floors, walls, and ceilings and their relationship to other penetrations and installations.

4. Prepare reflected ceiling plans to coordinate and integrate installations, air distribution devices, light fixtures, communication systems components, and other ceiling-mounted items.

B. This Contractor shall be responsible for coordination of all items that will affect the installation of the work of this Division. This coordination shall include, but not be limited to: voltage, ampacity, capacity, electrical and piping connections, space requirements, sequence of construction, building requirements and special conditions.

C. By submitting coordination drawings on the project, this Contractor is indicating that all
necessary coordination has been completed and that the systems, products and equipment submitted can be installed in the building and will operate as specified and intended, in full coordination with all other Contractors and Subcontractors.

1.15 RECORD DOCUMENTS

A. Prepare Record Documents in accordance with the requirements in Special Project Requirements, in addition to the requirements specified in Division 23, indicate the following installed conditions:

1. Duct mains and branches, size and location, for both exterior and interior; locations of dampers, fire dampers, duct access panels, and other control devices; filters, fuel fired heaters, fan coils, condensing units, and roof-top A/C units requiring periodic maintenance or repair.

2. Mains and branches of piping systems, with valves and control devices located and numbered, concealed unions located, and with items requiring maintenance located (i.e., traps, strainers, expansion compensators, tanks, etc.). Valve location diagrams, complete with valve tag chart. Indicate actual inverts and horizontal locations of underground piping.

3. Equipment locations (exposed and concealed), dimensioned from prominent building lines.


B. Engage the services of a Land Surveyor or Professional Engineer registered in the state in which the project is located as specified herein to record the locations and invert elevations of underground installations.

C. The Contractor shall maintain a set of clearly marked black line record "AS-BUILT" prints on the job site on which he shall mark all work details, alterations to meet site conditions and changes made by "Change Order" notices. These shall be kept available for inspection by the Owner, Architect or Engineer at all times.

D. Refer to Division 00 and Division 01 for additional requirements concerning Record Drawings. If the Contractor does not keep an accurate set of as-built drawings, the pay request may be altered or delayed at the request of the Architect. Mark the drawings with a colored pencil. Delivery of as-built prints and reproducibles is a condition of substantial completion.

E. The record prints shall be updated on a daily basis and shall indicate accurate dimensions for all buried or concealed work, precise locations of all concealed pipe or duct, locations of all concealed valves, controls and devices and any deviations from the work shown on the Construction Documents which are required for coordination. All dimensions shall include at least two dimensions to permanent structure points.

F. Submit three prints of the tracings for review. Make corrections to tracings as directed and deliver "Auto Positive Tracings" to the Architect. "As-Built" drawings shall be furnished in addition to submittals.
G. When the option described in paragraph F above is not exercised, then upon completion of the Work, the Contractor shall transfer all marks from the tracings and submit a set of clear concise reproducible record "AS-BUILT" drawings and shall submit the reproducible drawings with corrections made by a competent draftsman and three (3) sets of black line prints to the Architect or Engineer for review prior to scheduling the final inspection at the completion of the Work. The reproducible record "AS-BUILT" drawings shall have the Engineer’s Name and Seal removed or blanked out and shall be clearly marked and signed on each sheet as follows:

CERTIFIED RECORD DRAWINGS

DATE:

(NAME OF GENERAL CONTRACTOR)

BY: ______________________________

(SIGNATURE)

(NAME OF SUBCONTRACTOR)

BY: ______________________________

(SIGNATURE)

### 1.16 OPERATING AND MAINTENANCE MANUALS

A. Prepare operating and maintenance manuals in accordance with Division 00 and Division 01 and, in addition to the requirements specified in those Divisions, include the following information for equipment items:

1. Description of function, normal operating characteristics and limitations, performance curves, engineering data and tests, and complete nomenclature and commercial numbers of replacement parts.
2. Manufacturer's printed operating procedures to include start-up, break-in, and routine and normal operating instructions; regulation, control, stopping, shutdown, and emergency instructions; and summer and winter operating instructions.
3. Maintenance procedures for routine preventative maintenance and troubleshooting; disassembly, repair, and reassembly; aligning and adjusting instructions.
4. Servicing instructions and lubrication charts and schedules.

### 1.17 CERTIFICATIONS AND TEST REPORTS

A. Submit a detailed schedule for completion and testing of each system indicating scheduled dates for completion of system installation and outlining tests to be performed and scheduled date for each test. This detailed completion and test schedule shall be submitted at least 90 days before the projected substantial completion date.

B. Test result reporting forms shall be submitted for review no later than the date of the
C. Submit 4 copies of all certifications and test reports to the Architect or Engineer for review adequately in advance of substantial completion of the Work to allow for remedial action as required to correct deficiencies discovered in equipment and systems.

D. Certifications and test reports to be submitted shall include, but not be limited to, those items outlined in Section 23 02 00.

1.18 OPERATING AND MAINTENANCE MANUALS

A. Coordinate with Division 00 and Division 01 for operating and maintenance manual requirements. Unless noted otherwise, bind together in “D ring type” binders (National model no. 79-883 or equal). Binders shall be large enough to allow ¼” of spare capacity. Three (3) sets of all reviewed submittals, fabrication drawings, bulletins, maintenance instructions, operating instructions and parts exploded views and lists for each and every piece of equipment furnished under these Specifications. All sections shall be typed and indexed into sections and labeled for easy reference and shall utilize the individual specification section numbers shown in the Mechanical Specifications as an organization guideline. Bulletins containing information about equipment that is not installed on the project shall be properly marked up or stripped and reassembled. All pertinent information required by the Owner for proper operation and maintenance of equipment supplied by Division 23 shall be clearly and legibly set forth in memoranda that shall, likewise, be bound with bulletins.

B. Prepare maintenance manuals in accordance with Special Project Conditions. In addition to the requirements specified in Division 23, include the following information for equipment items:

1. Identifying names, name tag designations and locations for all equipment.
2. Valve tag lists with valve number, type, color coding, location and function.
3. Reviewed submittals with exceptions noted compliance letter.
4. Fabrication drawings.
5. Equipment and device bulletins and data sheets clearly highlighted to show equipment installed on the project and including performance curves and data as applicable (i.e., description of function, normal operating characteristics and limitations, performance curves, engineering data and tests, and complete nomenclature and model numbers of replacement parts).
6. Manufacturer's printed operating procedures to include start-up, break-in, and routine and normal operating instructions; regulation, control, stopping, shutdown, and emergency instructions; and summer and winter operating instructions.
7. Maintenance procedures for routine preventative maintenance and troubleshooting; disassembly, repair, and reassembly; aligning and adjusting instructions, servicing instructions and lubrication charts and schedules.
8. Equipment and motor name plate data.
10. Exploded parts views and parts lists for all equipment and devices.
11. Color coding charts for all painted equipment and piping.
12. Location and listing of all spare parts and special keys and tools furnished to the
13. Furnish recommended lubrication schedule for all required lubrication points with listing of type and approximate amount of lubricant required.

C. Refer to Division 00 and Division 01 for additional information on Operating and Maintenance Manuals.

D. Operating and Maintenance Manuals shall be turned over to the Owner or Engineer for review a minimum of 14 working days prior to the beginning of the operator training period.

1.19 OPERATOR TRAINING

A. The Contractor shall furnish the services of factory trained specialists to instruct the Owner's operating personnel. The Owner's operator training shall include a minimum of 12 hours of onsite training in three 4 hour shifts.

B. Before proceeding with the instruction of Owner Personnel, prepare a typed outline in triplicate, listing the subjects that will be covered in this instruction, and submit the outline for review by the Owner. At the conclusion of the instruction period, obtain the signature of each person being instructed on each copy of the reviewed outline to signify that he has a proper understanding of the operation and maintenance of the systems and resubmit the signed outlines.

C. Refer to other Division 23 Sections for additional Operator Training requirements.

1.20 FINAL COMPLETION

A. At the completion of the Work, all equipment and systems shall be tested and faulty equipment and material shall be repaired or replaced. Refer to Sections of Division 23 for additional requirements.

B. Clean and adjust all air distribution devices and replace all air filters immediately prior to Substantial Completion.

C. Touch up and/or refinish all scratched equipment and devices immediately prior to Substantial Completion.

1.21 CONTRACTOR'S GUARANTEE

A. Use of the HVAC systems to provide temporary service during construction period will not be allowed without permission from the Owner in writing; and, if granted, shall not cause the warranty period to start, except as defined below.

B. Contractor shall guarantee to keep the entire installation in repair and perfect working order for a period of one year after the date of the Substantial Completion, and shall furnish (free of additional cost to the Owner) all materials and labor necessary to comply with the above guarantee throughout the year beginning from the date of Substantial
Completion, Beneficial Occupancy by the Owner, or the Certificate of Final Payment as agreed upon by all parties.

C. This guarantee shall not include cleaning or changing filters except as required by testing, adjusting and balancing.

D. All air conditioning compressors shall have parts and labor guarantees for a period of not less than 5 years beyond the date of Substantial Completion.

E. Refer to Sections in Division 23 for additional guarantee or warranty requirements.

1.22 TRANSFER OF ELECTRONIC FILES

A. Project documents are not intended or represented to be suitable for reuse by Architect/Owner or others on extensions of this project or on any other project. Any such reuse or modification without written verification or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Architect/Owner’s risk and without liability or legal exposure to Engineer or its consultants from all claims, damages, losses and expense, including attorney’s fees arising out of or resulting thereof.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently, or otherwise, without authorization of the data’s creator, the party receiving the electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days of receipt, after which time the receiving party shall be deemed to have accepted the data thus transferred to be acceptable. Any errors detected within the sixty (60) day acceptance period will be corrected by the party delivering the electronic files. Engineer is not responsible for maintaining documents stored in electronic media format after acceptance by the Architect/Owner.

C. When transferring documents in electronic media format, Engineer makes no representations as to the long term compatibility, usability or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Engineer at the beginning of the Project.

D. Any reuse or modifications will be at the Contractor’s sole risk and without liability or legal exposure to Architect, Engineer or any consultant.

E. The Texas Board of Architectural Examiners (TBAE) has stated that it is in violation of Texas law for persons other than the Architect of record to revise the Architectural drawings without the Architect’s written consent.

It is agreed that “MEP” hard copy or computer-generated documents will not be issued to any other party except directly to the Architect/Owner. The Contract Documents are contractually copyrighted and cannot be used for any other project or purpose except as specifically indicated in AIA B-141 Standard Form of Agreement Between Architect and Owner.

If the client, Architect/Owner, or developer of the project requires electronic media for “record purposes”, then an AutoCAD based compact disc (“CD”) will be prepared. The “CD” will be submitted with all title block references intact and will be formatted in a
“plot” format to permit the end user to only view and plot the drawings. Revisions will not be permitted in this configuration.

F. At the Architect/Owner’s request, Engineer will prepare one “CD” of electronic media to assist the Contractor in the preparation of submittals. The Engineer will prepare and submit the “CD” to the Architect/Owner for distribution to the Contractor.

The “CD” will be prepared and all title blocks, names and dates will be removed. The “CD” will be prepared in a “.dwg” format to permit the end user to revise the drawings.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Provide materials and equipment manufactured by a domestic United States manufacturer and assembled in the United States for all local and Federal Government projects. These materials and equipment shall comply with “Buy American Act.”

B. Access Doors: Provide access doors as required for access to equipment, valves, controls, cleanouts and other apparatus where concealed. Access doors shall have concealed hinges and screw driver cam locks.

C. All access doors located in wet areas such as restrooms, locker rooms, shower rooms, kitchen and any other wet areas shall be constructed of stainless steel.

D. Access Doors: shall be as follows:

1. Plastic Surfaces: Milcor Style K.
2. Ceramic Tile Surface: Milcor Style M.
3. Drywall Surfaces: Milcor Style DW.
4. Install doors only in locations approved by the Architect.

2.2 EQUIPMENT PADS (See 2.04 in Section 26 02 00)

PART 3 - EXECUTION

3.1 ROUGH-IN

A. Verify final locations for rough-ins with field measurements and with the requirements of the actual equipment to be connected via reviewed submittals.

B. Refer to equipment specifications in Divisions 2 through 48 for additional rough-in requirements.

3.2 MECHANICAL INSTALLATIONS
A. General: Sequence, coordinate, and integrate the various elements of mechanical systems, materials, and equipment. Comply with the following requirements:

1. Coordinate mechanical systems, equipment, and materials installation with other building components.
2. Verify all dimensions by field measurements.
3. Arrange for chases, slots, and openings in other building components during progress of construction, to allow for mechanical installations.
4. Coordinate the installation of required supporting devices and sleeves to be set in poured-in-place concrete and other structural components, as they are constructed.
5. Sequence, coordinate, and integrate installations of mechanical materials and equipment for efficient flow of the Work. Give particular attention to large equipment requiring positioning prior to closing in the building.
6. Where mounting heights are not detailed or dimensioned, install systems, materials, and equipment to provide the maximum headroom possible.
7. Coordinate connection of mechanical systems with exterior underground and overhead utilities and services. Comply with requirements of governing regulations, franchised service companies, and controlling agencies. Provide required connection for each service.
8. Install systems, materials, and equipment to conform with architectural action markings on submittal, including coordination drawings, to greatest extent possible. Conform to arrangements indicated by the Contract Documents, recognizing that portions of the Work are shown only in diagrammatic form. Where coordination requirements conflict with individual system requirements, resolve conflicts and submit proposed solution to the Architect for review.
9. Install systems, materials, and equipment level and plumb, parallel and perpendicular to other building systems and components, where installed exposed in finished spaces.
10. Install mechanical equipment to facilitate servicing, maintenance, and repair or replacement of equipment components. As much as possible, connect equipment for ease of disconnecting, with minimum of interference with other installations. Extend grease fittings to an accessible location and label.
11. Install access doors where units are concealed behind finished surfaces. Refer to paragraph 2.01 in this section and architect for access doors specifications and location.
12. Install systems, materials, and equipment giving right-of-way priority to systems required to be installed at a specified slope.
13. Provide roof curbs for all roof mounted equipment. Coordinate with roof construction for pitched roof. Provide roof curbs which match the roof slope and provides a level top for equipment installation. Refer to Architectural drawings and details.
14. The equipment to be furnished under these Specifications shall be essentially the standard product of the manufacturer. Where two or more units of the same class of equipment are required, these units shall be products of a single manufacturer; however, the component parts of the system need not be the product of the same manufacturer.
15. The Architectural and Structural features of the building and the space limitations shall be considered in selection of all equipment. No equipment shall be furnished which will not suit the arrangement and space limitations indicated.
16. Lubrication: Prior to start-up, check and properly lubricate all bearings as recommended by the manufacturer.

17. Where the word "Concealed" is used in these Specifications in connection with insulating, painting, piping, ducts, etc., it shall be understood to mean hidden from sight as in chases, furred spaces or suspended ceilings. "Exposed" shall be understood to mean the opposite of concealed.

18. Identification of Mechanical Equipment:
   a. Mechanical equipment shall be identified by means of nameplates permanently attached to the equipment. Nameplates shall be engraved laminated plastic or etched metal. Submittals shall include dimensions and lettering format for approval. Attachment shall be with escutcheon pins, self-tapping screws, or machine screws.
   b. Tags shall be attached to all valves, including control valves, with nonferrous chain. Tags shall be brass and at least 1-1/2 inches in diameter. Nameplate and tag symbols shall correspond to the identification symbols on the temperature control submittal and the "as-built" drawings.

19. Provide construction filters for all air handling units, fan coil unit, UAV boxes, and all other air handling equipment during the entire construction period.

3.3 CUTTING AND PATCHING

A. Protection of Installed Work: During cutting and patching operations, protect adjacent installations.

B. Perform cutting, fitting, and patching of mechanical equipment and materials required to:
   1. Uncover Work to provide for installation of ill-timed Work.
   2. Remove and replace defective Work.
   3. Remove and replace Work not conforming to requirements of the Contract Documents.
   4. Remove samples of installed Work as specified for testing.
   5. Install equipment and materials in existing structures.
   6. Upon written instructions from the Engineer, uncover and restore Work to provide for Engineer/Owner's observation of concealed Work, without additional cost to the Owner.
   7. Patch existing finished surfaces and building components using new materials matching existing materials and experienced Installers. Patch finished surfaces and building components using new materials specified for the original installation and experienced Installers; refer to the materials and methods required for the surface and building components being patched; Refer to Paragraph 1.11 I for definition of "Installer."

C. Cut, remove and legally dispose of selected mechanical equipment, components, and materials as indicated, including but not limited to removal of mechanical piping, mechanical ducts and HVAC units, and other mechanical items made obsolete by the new Work.

D. Protect the structure, furnishings, finishes, and adjacent materials not indicated or scheduled to be removed.
E. Provide and maintain temporary partitions or dust barriers adequate to prevent the spread of dust and dirt to adjacent areas.

3.4 WORK SEQUENCE, TIMING, COORDINATION WITH OWNER, ARCHITECT AND ENGINEER

A. The Owner will cooperate with the Contractor, however, the following provisions must be observed:

1. A meeting will be held at the project site, prior to any construction, between the Owner's Representative, the General Contractor, the Sub-Contractors and the Engineer to discuss Contractor's employee parking space, access, storage of equipment or materials, and use of the Owner's facilities or utilities. The Owner's decisions regarding such matters shall be final.

2. During the construction of this project, normal facility activities will continue in existing buildings until renovated areas are completed. Plumbing, fire protection, lighting, electrical, communications, heating, air conditioning, and ventilation systems shall be maintained in service within the occupied spaces of the existing building.

3. Contractor shall not start-up any of the HVAC equipment unless the Owner, Architect and Engineer are signed off.

4. Start-up for major HVAC equipment such as chillers, cooling towers, variable frequency drives and hot water boilers shall be performed by a factory technician. The start-up shall include a written report signed off by Contractor, Engineer and Owner.

3.5 DEMOLITION AND WORK WITHIN EXISTING BUILDINGS

A. In the preparation of these documents every effort has been made to show the approximate locations of, and connections to, the existing piping, duct, equipment and other apparatus related to this phase of the Work. However, this Contractor shall be responsible for verifying all of the above information. This Contractor shall visit the existing site to inspect the facilities and related areas. This Contractor shall inspect and verify all details and requirements of all the Contract Documents, prior to the submission of a proposal. All discrepancies between the Contract Documents and actual job-site conditions shall be resolved by the contractor, who shall produce drawings that shall be submitted to the Architect/Engineer for review. All labor and materials required to perform the work described shall be a part of this Contract.

B. All equipment and/or systems noted on the Drawings "To Remain" shall be inspected and tested on site to certify its working condition. A written report on the condition of all equipment to remain, including a copy of the test results and recommended remedial actions and costs shall be made by this Contractor to the Architect/Engineer for review.

C. All equipment and/or systems noted on the Drawings "To Be Removed" shall be removed including, associated pipe and duct, pipe and duct hangers and/or line supports. Where duct or pipe is to be capped for future or end of line use, it shall be properly tagged with its function or service appropriately identified. Where existing equipment is to be removed or relocated and has an electric motor or connection, the Electrical
Contractor shall disconnect motor or connection, remove wiring to a safe point and this Contractor shall remove or relocate motor or connection along with the equipment.

D. During construction and remodeling, portions of the Project shall remain in service. Construction equipment, material, tools, extension cords, etc., shall be arranged so as to present minimum hazard or interruption to the occupants of the building. None of the construction work shall interfere with the proper operation of the existing facility; or be so conducted as to cause harm or danger to persons on the premises. All fire exits, stairs or corridors required for proper access, circulation or exit shall remain clear of equipment, materials or debris. The General Contractor shall maintain barricades, other separations in corridors and other spaces where work is conducted.

E. Certain work during the demolition and construction phases may require overtime or night time shifts or temporary evacuation of the occupants. Coordinate and schedule all proposed down time with the Owner at least seventy-two (72) hours in advance in writing.

F. Any salvageable equipment as determined by the Owner, shall be delivered to the Owner, and placed in storage at the location of his choice. All other debris shall be removed from the site immediately.

G. Equipment, piping or other potential hazards to the occupants of the building shall not be left overnight outside of the designated working or construction area.

H. Make every effort to minimize damage to the existing building and the Owner's property. Repair, patch or replace as required any damage that occurs as a result of work at the site. Care shall be taken to minimize interference with the Owner's activities during construction and to keep construction disrupted areas to a minimum. Coordinate with the Owner and other trades in scheduling and performance of the work.

I. Include in the contract price all rerouting of existing pipe, duct, etc., and the reconnecting of the existing equipment as necessitated by field conditions to allow the installation of the new systems regardless of whether or not such rerouting, reconnecting or relocating is shown on the Drawings. Furnish all temporary pipe, duct, controls, etc., as required to maintain heating, cooling, and ventilation services for the existing areas with a minimum of interruption.

J. All existing pipe, duct, materials, equipment, controls and appurtenances not included in the remodel or alteration areas are to remain in place.

K. Pipe, duct, equipment and controls serving mechanical and other Owner's equipment, etc., which is to remain but is served by pipe, duct, equipment and controls that are disturbed by the remodeling work, shall be reconnected in such a manner as to leave this equipment in proper operating condition.

L. No portion of the fire protection systems shall be turned off, modified or changed in any way without the express knowledge and written permission of the Owner's representative in order to protect systems that shall remain in service.

M. It is the intention of this Section of the Specifications to outline minimum requirements to furnish the Owner with a turn-key and operating system in cooperation with other trades.

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with a minimum of disruption or downtime.

N. Refer to Architectural Demolition and/or Alteration plans for actual location of walls, ceilings, etc., being removed and/or remodeled.

END OF SECTION 23 02 00
SECTION 230300 - MECHANICAL DEMOLITION FOR REMODELING

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Mechanical demolition.

B. The Drawings do not show all demolition work required. The Contractor shall make himself familiar with the required scope of work to accomplish the work required by these documents. All demolition work implied or required shall be included in the scope of this contract.

C. Utility service outages required by the new installation will be permitted but only at a time approved by the Owner. The Contractor shall allow the Owner 2 weeks in order to schedule required outages. The time allowed for outages will not be during normal working hours unless otherwise approved by the Owner. All costs of outages, including overtime charges, shall be included in the contract amount.

1.2 RELATED SECTIONS

A. Section 02 40 00 - Demolition and Structure Moving.

1.3 WORK SEQUENCE, TIMING, COORDINATION WITH OWNER

A. The Owner will cooperate with the Contractor; however, the following provisions must be observed:

1. During the construction of this project, normal facility activities will continue in existing buildings until new buildings or renovated areas are completed. Plumbing, fire protection, lighting, electrical, communications, heating, air conditioning, and ventilation systems shall be maintained in service within the occupied spaces of the existing building.

2. A meeting will be held at the project site, prior to any construction, between the Owner's Representative, the General Contractor, the Subcontractors and Sub-subcontractors, and the Engineer to discuss Contractor's employee parking space, access, storage of equipment or materials, and use of the Owner's facilities or utilities. The Owner's decisions regarding such matters shall be final.

1.4 DEMOLITION AND WORK WITHIN EXISTING BUILDINGS

A. In the preparation of these documents every effort has been made to show the approximate locations of, and connections to the existing piping, duct, equipment and other apparatus related to this phase of the Work. However, this Contractor shall be responsible for verifying all of the above information. This Contractor shall visit the existing site to inspect the facilities and related areas. This Contractor shall inspect and verify all details and requirements of all the Contract Documents, prior to the submission of a proposal. All discrepancies between the Contract Documents and actual job-site conditions shall be resolved by the contractor, who shall produce drawings which shall be...
submitted to the Architect/Engineer for review. All labor and materials required to
perform the work described shall be a part of this Contract.

B. All equipment and/or systems noted on the Drawings "To Remain" shall be inspected and
tested on site to certify its working condition. A written report on the condition of all
equipment to remain, including a copy of the test results and recommended remedial
actions and costs shall be made by this Contractor to the Architect/Engineer for review.

C. All equipment and/or systems noted on the Drawings "To Be Removed" should be
removed including, associated pipe and duct, pipe and duct hangers and/or line supports.
Where duct or pipe is to be capped for future or end of line use, it shall be properly
tagged with its function or service appropriately identified. Where existing equipment is
to be removed or relocated and has an electric motor or connection, the Electrical
Contractor shall disconnect motor or connection, remove wiring to a safe point and this
Contractor shall remove or relocate motor or connection along with the equipment.

D. During construction and remodeling, portions of the Project shall remain in service.
Construction equipment, material, tools, extension cords, etc., shall be arranged so as to
present minimum hazard or interruption to the occupants of the building. None of the
construction work shall interfere with the proper operation of the existing facility; or be
so conducted as to cause harm or danger to persons on the premises. All fire exits, stairs
or corridors required for proper access, circulation or exit shall remain clear of
equipment, materials or debris. The General Contractor shall maintain barricades, other
separations in corridors and other spaces where work is conducted.

E. Certain work during the demolition and construction phases may require overtime or
night time shifts or temporary evacuation of the occupants. Coordinate and schedule all
proposed down time with the Owner at least seventy-two (72) hours in advance in
writing.

F. Any salvageable equipment as determined by the Owner, shall be delivered to the Owner,
and placed in storage at the location of his choice. All other debris shall be removed
from the site immediately.

G. Equipment, piping or other potential hazards to the occupants of the building shall not be
left overnight outside of the designated working or construction area.

H. Make every effort to minimize damage to the existing building and the Owner's property.
Repair, patch or replace as required any damage which occurs as a result of work at the
site. Care shall be taken to minimize interference with the Owner's activities during
construction and to keep construction disrupted areas to a minimum. Coordinate with the
Owner and other trades in scheduling and performance of the work.

I. Include in the contract price all rerouting of existing pipe, duct, etc., and the reconnecting
of the existing equipment as necessitated by field conditions to allow the installation of
the new systems regardless of whether or not such rerouting, reconnecting or relocating is
shown on the drawings. Furnish all temporary pipe, duct, controls, etc., as required to
maintain heating, cooling, and ventilation services for the existing areas with a minimum
of interruption.
J. All existing pipe, duct, materials, equipment, controls and appurtenances not included in the remodel or alteration areas are to remain in place.

K. Pipe, duct, equipment and controls serving mechanical and other Owner's equipment, etc., which is to remain but which is served by pipe, duct, equipment and controls that are disturbed by the remodeling work, shall be reconnected in such a manner as to leave this equipment in proper operating condition.

L. No portion of the fire protection systems shall be turned off, modified or changed in any way without the express knowledge and written permission of the Owner's representative in order to protect systems that shall remain in service.

M. It is the intention of this Section of the Specifications to outline minimum requirements to furnish the Owner with a turn-key and operating system in cooperation with other trades with a minimum of disruption or downtime.

N. Refer to Architectural Demolition and/or Alteration plans for actual location of walls, ceilings, etc., being removed and/or remodeled.

PART 2 - PRODUCTS

2.1 MATERIALS AND EQUIPMENT

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

PART 3 - EXECUTION

3.1 EXAMINATION

A. Field verify measurements, and piping arrangements are as shown on Drawings.

B. Verify that abandoned piping and equipment serve only abandoned facilities.

C. Demolition Drawings are based on casual field observation and existing Record Documents. Report discrepancies to Architect and Engineer before disturbing existing installation.

D. Beginning of demolition means that the contractor accepts existing conditions.

3.2 PREPARATION

A. Disconnect mechanical systems in walls, floors, and ceilings scheduled for removal.

B. Coordinate utility service outages with Utility Company.

C. Provide temporary connections, if required, to maintain existing systems in service during construction. When work must be performed on energized equipment, use
personnel experienced in such operations.

D. Existing Service: Maintain existing system in service until new system is complete and ready for service. Disable system only to make switchovers and connections. Obtain permission from Owner at least 24 hours before partially or completely disabling system. Minimize outage duration. Make temporary connections to maintain service in areas adjacent to work area.

E. Existing Fire Alarm System: Maintain existing system in service until new system is accepted. Disable system only to make switchovers and connections. Notify Owner and local fire service at least 24 hours before partially or completely disabling system. Minimize outage duration. Make temporary connections to maintain service in areas adjacent to work area.

3.3 DEMOLITION AND EXTENSION OF EXISTING MECHANICAL WORK

A. Demolish and extend existing mechanical work under provisions of Division 02 and this Section.

B. Remove, relocate, and extend existing systems to accommodate new construction.

C. Remove abandoned piping to source of supply.

D. Remove exposed abandoned piping systems, including abandoned systems above accessible ceiling finishes. Cut systems flush with walls and floors, and patch surfaces.

E. Repair adjacent construction and finishes damaged during demolition and extension work.

F. Maintain access to existing systems which remain active. Modify installation or provide access doors as appropriate.

G. Extend existing systems using materials and methods compatible with existing systems, or as specified.

3.4 CLEANING AND REPAIR

A. Clean and repair existing materials and equipment which remain or are to be reused.

3.5 INSTALLATION

A. Install relocated materials and equipment under the provisions of Division 02.

3.6 REMOVAL OF MATERIALS

A. The Contractor shall modify, remove, and/or relocate all materials and items so indicated on the Drawings or required by the installation of new facilities. All removals and/or dismantling shall be conducted in a manner as to produce maximum salvage. Salvage materials shall remain the property of the Owner, and shall be delivered to such destination as directed by the Owner. Materials and/or items scheduled for relocation and
which are damaged during dismantling or reassembly operations shall be repaired and restored to good operating condition. The Contractor may, at his discretion and upon the approval of the Owner, substitute new materials and/or items of like design and quality in lieu of materials and/or items to be relocated.

B. All items which are to be relocated shall be carefully removed in reverse to original assembly or placement and protected until relocated. The contractor shall clean and repair and provide all new materials, fittings, and appurtenances required to complete the relocations and to restore to good operative order. All relocations shall be performed by workmen skilled in the work and in accordance with standard practice of the trades involved.

C. When items scheduled for relocation are found to be in damaged condition before work has been started on dismantling, the Contractor shall call the attention of the Owner to such items and receive further instructions before removal. Items damaged in repositioning operations are the Contractor's responsibility and shall be repaired or replaced by the Contractor as approved by the Owner, at no additional cost to the Owner.

D. Service lines and wiring to items to be removed, salvaged, or relocated shall be removed to points indicated on the Drawings, specified, or acceptable to the Owner. Service lines and wiring not scheduled for reuse shall be removed to the points at which reuse is to be continued or service is to remain. Such services shall be sealed, capped, or otherwise tied-off or disconnected in a safe manner acceptable to the Owner. All disconnections or connections into the existing facilities shall be done in such a manner as to result in minimum interruption of services to adjacent occupied areas. Services to existing areas or facilities which must remain in operation during the construction period shall not be interrupted without prior specific approval of the Owner as hereinbefore specified.

E. Certain work during the demolition and construction phases may require overtime or nighttime shifts or temporary evacuation of the occupants. Coordinate and schedule all proposed down time with the Owner's Representative at least 72 hours in advance in writing.

F. Make every effort to minimize damage to the existing building and the Owner's property. Repair, patch, or replace as required any damage which occurs as a result of work at the site. Care shall be taken to minimize interference with the Owner's activities during construction. Cooperate with the Owner and other trades in scheduling and performance of the work.

G. See Paragraph I on page 23 02 00 – 18

H. The Contractor shall be responsible for loss or damage to the existing facilities caused by him and his workmen, and shall be responsible for repairing such loss or damage. The Contractor shall send proper notices, make necessary arrangements, and perform other services required for the care, protection and in-service maintenance of all electrical services for the new and existing facilities. The Contractor shall erect temporary barricades, with necessary safety devices, as required to protect personnel from injury, removing all such temporary protection upon completion of the work.

I. Where existing construction is removed to provide working and extension access to
existing utilities, Contractor shall remove doors, piping, conduit, outlet boxes, wiring, light fixtures, air conditioning ductwork and equipment, etc., to provide this access and shall reinstall same upon completion of work in the areas affected.

J. Where partitions, walls, floors, or ceilings of existing construction are being removed, all contractors shall remove and reinstall in locations approved by the Architect all devices required for the operation of the various systems installed in the existing construction.

END OF SECTION
PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

A. The requirements of the General Conditions and Supplementary Conditions apply to all work herein.

B. Section 23 02 00 – Basic Materials and Methods is included as a part of this Section as though written in full in this document.

1.2 SCOPE

A. Scope of the Work shall include the furnishing and complete installation of the equipment covered by this Section, with all auxiliaries, ready for Owner's use.

B. Furnish and install piping insulation to:

1. Chilled water and heating hot water piping.
2. Condensate drain piping.
3. All pipes subject to freezing conditions shall be insulated.

C. Work specified elsewhere.

1. Painting.
2. Pipe hangers and supports.

D. For insulation purpose piping is defined as the complete piping system including supplies and returns, pipes, valves, automatic control valve bodies, fittings, flanges, strainers, thermometer well, unions, reducing stations, and orifice assemblies.

1.3 RELATED SECTIONS

A. Section 23 05 29 - Hangers and Support for HVAC Piping and Equipment

B. Section 23 05 53 – Identification for HVAC Piping and Equipment

C. Section 23 21 13 - Above Ground Hydronic Piping

1.4 REFERENCE STANDARDS


B. ASTM C1126 - Standard Specification for Faced or Unfaced Rigid Cellular Phenolic
Thermal Insulation.


I. SCAQMD 1168 - Adhesive and Sealant Applications.


1.5 WARRANTY

A. Warrant the Work specified herein for one year against becoming unserviceable or causing an objectionable appearance resulting from either defective or nonconforming materials or workmanship.

B. Defects shall include, but not be limited to, the following:

1. Mildewing.
2. Peeling, cracking, and blistering.
3. Condensation on exterior surfaces.

1.6 SUBMITTALS

A. SHOP DRAWINGS: Indicate size, material, and finish. Show locations and installation procedures. Include details of joints, attachments, and clearances.

B. PRODUCT DATA: Submit schedules, charts, literature, and illustrations to indicate the performance, fabrication procedures, project variations, and accessories.

1.7 DELIVERY AND STORAGE

A. Deliver insulation, coverings, cements, adhesives, and coatings to site in unopened containers with manufacturer’s stamp, clearly labeled with flame and smoke rating, affixed showing fire hazard indexes of products.
B. Protect insulation against dirt, water and chemical and mechanical damage. Do not install damaged or wet insulation; remove such from project site.

PART 2 - PRODUCTS

2.1 HVAC PIPING INSULATION

A. It is the intent of these specifications to secure superior quality workmanship resulting in an absolutely satisfactory installation of insulation from the standpoint of both function and appearance. Particular attention shall be given to valves, fittings, pumps, etc., requiring low temperature insulation to insure full thickness of insulation and proper application of the vapor seal. All flaps of vapor barrier jackets and/or canvas covering must be neatly and securely smoothed and sealed down.

B. The type of insulation and its installation shall be in strict accordance with these specifications for each service, and the application technique shall be as recommended by the manufacturer. All insulation types, together with adhesives and finishes shall be submitted and reviewed prior to installation.

C. A sample quantity of each type of insulation and each type application shall be installed and accepted prior to proceeding with the main body of the work. Condensation caused by improper installation of insulation shall be corrected by Installing Contractor. Any damage caused by condensation shall be made good at no cost to the Owner or Architect/Engineer.

D. All insulation shall be listed and labeled to have a composite (insulation, jacket or facing, and adhesive used to adhere the facing or jacket to insulation) flame spread index of not more than 25 and smoke-developed index of not more than 50 when tested in accordance with ASTM E84 or UL 723.

E. All HVAC piping insulation shall comply with minimum requirements of 2015 International Energy Conservation Code and ASHRAE 90.1 - 2013.

F. Accessories, such as adhesives, mastics and cements shall have the same component ratings as listed above. Additionally, all adhesives and sealants used on the interior of the building (i.e., inside of the weatherproofing system and applied on-site) shall be comprised of low-emitting materials that comply with VOC limits prescribed by SCAQMD 1168.

G. All products or their shipping cartons shall have a label affixed, indicating flame and smoke ratings do not exceed the above requirements.

H. Any piping located in an air plenum that is comprised of materials that do not comply with the 25/50 flame and smoke rating per ASTM E84 testing requirements shall be provided with a single layer of high-temperature insulation to establish a noncombustible rating per ASTM E136. Insulation products which are approved for such non-compliant combustible piping materials located air plenums shall be 3M Fire Barrier Plenum Wrap 5A+ or Unifrax FyreWrap 0.5 Plenum. Insulation products for this application shall be installed in strict accordance with the manufacturer’s instructions.
2.2 **APPROVED MANUFACTURERS**

A. Calcium silicate materials shall be as manufactured by Johns Manville.

B. Glass mineral wool materials shall be as manufactured by Knauf Insulation, Johns Manville or Owens-Corning and shall have the same thermal properties, density, fire rating, vapor barrier, etc., as the types specified herein, subject to review by the Engineer. All glass mineral wool insulation shall be UL GREENGUARD Gold certified.

C. Adhesives shall be as manufactured by Childers, Foster, HB Fuller or Armacell, and shall have the same adhesive properties, fire rating, vapor seal, etc., as the types specified herein, subject to review by the Engineer.

D. Flexible elastomeric cellular thermal insulation by Armacell.

E. Phenolic foam insulation shall be as manufactured by Resolco, Inc. (Insul-Phen) or Polyguard (Poly-phen).

F. Metal jacketing and fitting covers shall be as manufactured by Childers or RPR Products.

2.3 **MATERIALS**

A. **CHILLED WATER:** Provide phenolic foam in accordance with ASTM C1126 with ASJ jacket and all joints sealed.

B. **HEATING HOT WATER PIPE:** Provide glass mineral wool pipe insulation in accordance with ASTM C547 with ASJ+ SSL+ jacket or phenolic foam in accordance with ASTM C1126 with ASJ and all joints sealed.

C. **CONDENSATE DRAINAGE PIPING:** Provide flexible elastomeric cellular thermal insulation in accordance with ASTM C534/C534M, model "Armaflex Ultra", fire rated for use in environmental air plenums; insulation not required when piping is exposed on roof.

D. **METAL JACKETING:** Utilize Childers “Strap-On” jacketing. Provide preformed fitting covers for all elbows and tees.

E. **ALL SERVICE JACKETING (ASJ+):** Vapor retarder jacket for interior applications shall be composed of an aluminum foil layer, reinforced with glass scrim, bonded to a layer of white kraft paper, interleaving with an outer polymer film leaving no paper exposed; complying with ASTM C1136. Vapor retarder jacket for exterior applications shall be composed of a 3-ply composite membrane consisting of a white 0.5 mil polyester film, 1.0 mil aluminum foil, and one 0.5 mil clear polyester film; complying with ASTM C1136.

**PART 3 - EXECUTION**
3.1 GENERAL

A. All insulation shall be installed in accordance with the manufacturer’s recommendations and printed installation instructions, including high density inserts at all hangers and pipe supports to prevent compression of insulation.

B. All items required for a complete and proper installation are not necessarily indicated on the plans or in the specifications. Provide all items required as per manufacturer’s requirements.

C. Pipes located outdoors or in tunnels shall be insulated same as concealed piping; and in addition shall have a jacket of 0.016 inch thick, smooth aluminum with longitudinal modified Pittsburg Z-Lock seam and 2 inch overlap. Jacketing shall be easily removed and replaced without damage. All insulation butt joints shall be sealed with gray silicone. Galvanized banding is not acceptable.

D. All insulated piping located over driveways shall have an aluminum shield permanently banded over insulation to protect it from damage from car antennas.

3.2 WATER PIPE INSULATION INSTALLATION

A. The insulation shall be applied to clean, dry pipes with all joints firmly butted together. Where piping is interrupted by fittings, flanges, valves or hangers and at intervals not to exceed 25 feet on straight runs, an isolating seal shall be formed between the vapor barrier jacket and the bare pipe. The seal shall be by the applications of adhesive to the exposed insulation joint faces, carried continuously down to and along 4 inches of pipe and up to and along 2 inches of jacket.

B. Pipe fittings and valves shall be insulated with pre-molded or shop fabricated glass fiber covers finished with two brush coats of vapor barrier mastic reinforced with glass fabric.

C. All under lap surfaces shall be clean and free of dust, etc. before the Joint is sealed. These laps shall be firmly rubbed to insure a positive seal. A brush coat of vapor retarder mastic shall be applied to all edges of the vapor retarder jacket.

3.3 FIRE RATED INSULATION

A. All pipe penetrations through walls and concrete floors shall be fire rated by applying Owens Corning Thermafiber in the space between the concrete and the pipe.

B. The penetration shall be additionally sealed by using 3M brand model CP 25 or 303 fire barrier caulk and putty.

C. All fire rating material shall be insulated in accordance with manufacturer's printed instructions.

PART 4 - SCHEDULES
4.1 Provide all HVAC piping insulation to comply with the ASHRAE 90.1 Minimum Thickness Schedule.

4.2 LOW TEMPERATURE SURFACES  MINIMUM INSULATION THICKNESS

<table>
<thead>
<tr>
<th></th>
<th>Minimum Insulation Thickness</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Condensate drain lines:</td>
<td>1 inch</td>
</tr>
<tr>
<td>B. Chilled Water Piping:</td>
<td></td>
</tr>
<tr>
<td>1. Located outdoors:</td>
<td>2 inch</td>
</tr>
<tr>
<td>2. Located indoors:</td>
<td></td>
</tr>
<tr>
<td>a. 4 inch and smaller:</td>
<td>1½ inch</td>
</tr>
<tr>
<td>b. Larger than 4 inch:</td>
<td>2 inch</td>
</tr>
</tbody>
</table>

4.3 HIGH TEMPERATURE SURFACES  MINIMUM INSULATION THICKNESS

<table>
<thead>
<tr>
<th></th>
<th>Minimum Insulation Thickness</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Hot Water Piping:</td>
<td></td>
</tr>
<tr>
<td>1. Operating temperature 105°F or less:</td>
<td>1 inch</td>
</tr>
<tr>
<td>2. Operating temperature higher than 105°F and pipe size 1¼ inch or smaller</td>
<td>1 ½ inch</td>
</tr>
<tr>
<td>3. Operating temperature higher than 105°F and pipe size more than 1¼ inch</td>
<td>2 inch</td>
</tr>
</tbody>
</table>

END OF SECTION 23 07 19
SECTION 23 08 00 - COMMISSIONING OF HVAC SYSTEMS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract Documents, including General and Supplementary Conditions and Division 01 Specifications, apply to this SECTION.

1.2 SUMMARY

A. This SECTION includes general requirements that apply to implementation of Commissioning without regard to systems, subsystems, and equipment being commissioned.

B. Related SECTIONS:

1. SECTION 01 91 00 - GENERAL COMMISSIONING REQUIREMENTS
2. SECTION 23 09 63 - ENERGY MANAGEMENT AND CONTROL SYSTEMS.

1.3 DEFINITIONS

A. Refer to SECTION 01 91 00 - GENERAL COMMISSIONING REQUIREMENTS listed in article Part 1.02

1.4 RESPONSIBILITIES

A. Contractor: Responsibilities of the Contractor as relate to Commissioning Process include, but are not limited to the following:

1. Facilitate coordination of Commissioning work by CxA.
2. Attend Commissioning meetings or other meetings called by CxA to facilitate the Commissioning Process.
3. Review Functional Performance Test procedures for feasibility, safety, and impact on warranty, and provide CxA with written comment on same.
4. Provide all documentation relating to manufacturer’s recommended performance testing of equipment and systems.
5. Provide Operations & Maintenance data to CxA for preparation of checklists and training manuals.
7. Provide As-built drawings and documentation to facilitate Testing.
8. Assure and facilitate participation and cooperation of Sub Contractors and equipment suppliers as required for the Commissioning Process.
9. Certify to CxA that installation work listed in Pre-Functional Checklists has been completed.
10. Install systems and equipment in strict conformance with project specifications, manufacturer’s recommended installation procedures, and Pre-Functional
11. Provide data concerning performance, installation, and start-up of systems.

12. Provide copy of manufacturers filled-out start-up forms for equipment and systems.

13. Ensure systems have been started and fully checked for proper operation prior to arranging for Testing with CxA. Prepare and submit to CxA written certification that each piece of equipment and/or system has been started according to manufacturer’s recommended procedure, and that system has been tested for compliance with operational requirements.
   a. Contractor shall carry out manufacturer’s recommended start-up and testing procedures, regardless of whether or not they are specifically listed in Pre-Functional Checklists.
   b. Contractor is not relieved of obligation for systems/equipment demonstration where performance testing is required by specifications, but a Functional Performance Test is not specifically designated by CxA.

14. Coordinate with CxA to determine mutually acceptable date of Functional Performance Tests.

15. Provide qualified personnel to assist and participate in Commissioning.

16. Provide test instruments and communications devices, as prescribed by CxA, required for carrying out Testing of systems.

17. Proprietary test equipment required by the manufacturer, whether specified or not, shall be provided by the manufacturer of the equipment. Manufacturer shall provide the test equipment, demonstrate its use, and assist the Test Engineer in the commissioning process. Proprietary test equipment shall become the property of the Owner upon completion of commissioning.

18. Ensure deficiencies found in the Commissioning Issues Log are corrected within the time schedule shown in the Commissioning Plan.

19. Provide CxA with all submittals, start-up instructions manuals, operating parameters, and other pertinent information related to Commissioning Process. This information shall be routed through Architect.

20. Prepare and submit to CxA proposed Training Program outline for each system.

21. Coordinate and provide training of Owner’s personnel.

22. Prepare Operation & Maintenance Manuals and As-Built drawings in accordance with specifications; submit copy to CxA in addition to other contractually required submissions. Revise and resubmit manuals in accordance with Design Professionals and CxAs comments.

23. Commissioning requires participation of this Division Subcontractors to ensure that systems are operating in manner consistent with Contract Documents. All costs associated with the participation of Contractor, Sub-Contractors, Design Professionals, and Equipment Vendors in the Commissioning Process shall be included as part of the Construction Contract.

B. Subcontractors and vendors shall prepare and submit to Commissioning Agent proposed Startup procedures to demonstrate proper installation of systems, according to these specifications and checklists prepared by CxA.

PART 2 – PRODUCTS

2.1 NO PRODUCTS SUPPLIED
PART 3 – EXECUTION

3.1 GENERAL

A. Follow startup and initial checkout procedures listed in article titled “RESPONSIBILITIES” in PART 1, and additional requirements specified in SECTION 01 91 00. This Division has startup responsibilities and are required to complete sub-systems so COMPLETE SYSTEMS are fully functional. Insuring they meet design requirements of Contract Documents. Commissioning procedures and Testing do not relieve or lessen this responsibility or shift this responsibility, in whole or in part, to Commissioning Agent or Owner.

B. Coordinate with other Sub-Contractors and equipment vendors to set aside adequate time to address Pre-Functional Checklists, Functional Performance Tests, Operations & Maintenance Manual creation, Owner Training, and associated coordination meetings.

C. CxA will also conduct site inspections at critical times and issue Cx Field Reports with observations on installation deficiencies so that they may be issued by Architect as deemed appropriate.

3.2 WORK PRIOR TO COMMISSIONING

A. Complete all phases of the work so the systems can be started, adjusted, balanced, tested, and otherwise tested.

B. See pertinent specification sections in this Division, which outline responsibilities for start-up of equipment with obligations to complete systems, including all sub-systems so that they are fully functional.

C. Assist Commissioning Agent with all information pertaining to actual equipment and installation as required complete the full Commissioning scope.

D. The Commissioning Plan will include Pre-Functional Checklists and Functional Performance Tests for all systems to be commissioned. Contractor shall prepare startup procedures to demonstrate compliance with Checklists, and coordinate scheduling for completion of these Checklists.

E. A minimum of 7 days prior to date of system startup, submit to Commissioning Agent for review, detailed description of equipment start-up procedures which contractor proposes to perform to demonstrate conformance of systems to specifications and Checklists.

3.3 PARTICIPATION IN COMMISSIONING
A. Attend meetings related to the Commissioning Process; arrange for attendance by personnel and vendors directly involved in the project, prior to testing of their systems.

B. Provide skilled technicians to startup and test all systems, and place systems in complete and fully functioning service in accordance with Contract Documents.

C. Provide skilled technicians, experienced and familiar with systems being commissioned, to assist CxA in commissioning process.

3.4 WORK TO RESOLVE DEFICIENCIES

A. Complete corrective work in a timely manner to allow expeditious completion of Commissioning Process. If deadlines pass without resolution of identified problems, Owner reserves the right to obtain supplementary services and/or equipment to resolve the problem. Costs thus incurred will be Contractor’s responsibility.

3.5 PRE-FUNCTIONAL CHECKLISTS (PFC)

A. Contractor shall complete Pre-Functional Checklists to validate compliance with Contract Documents installation and start-up requirements, for this Division’s systems.

B. Refer to PART 4 - SYSTEMS TO BE COMMISSIONED

C. Refer to SECTION 01 91 00 for specific details on non-conformance issues relating to Testing.

3.6 FUNCTIONAL PERFORMANCE TESTING (FPT)

A. Contractor, in cooperation with Commissioning Agent, shall conduct Functional Performance Testing to validate compliance with Contract Documents.

B. Refer to SECTION 01 91 00 for specific details on non-conformance issues relating to Testing.

C. Refer to PART 4 - SYSTEMS TO BE COMMISSIONED

D. Assist CxA in Functional Testing by removing equipment covers, opening access panels, etc. Furnish ladders, flashlights, meters, gauges, or other inspection equipment as necessary.

3.7 TRAINING

A. The following requirements are in addition to Operations & Maintenance requirements specified elsewhere in this specifications manual.

B. Contractor shall be responsible for training coordination and scheduling, and ultimately to ensure that training is completed.
C. Commissioning Agent shall be responsible for overseeing and approving content and adequacy of training of Owner personnel for all installed systems. Refer to SECTION 01 91 00 for further requirements. Provide Commissioning Agent with training plan two weeks before planned training.

3.8 OPERATIONS & MAINTENANCE MANUALS

A. The following requirements are in addition to Operations & Maintenance requirements specified elsewhere in this specifications manual.

B. Contractor shall compile and prepare documentation for equipment and systems specified in this Division, and shall deliver documentation to Contractor for inclusion in Operation & Maintenance Manuals, in accordance with requirements of Division 01, prior to training Owner personnel.

C. Provide CxA with a single copy of Operation & Maintenance Manuals for review. CxAs copy of O&M manuals shall be submitted through Architect.

PART 4 – SYSTEMS TO BE COMMISSIONED

4.1 APPLICABLE SYSTEMS

A. Energy Management and Control System:

1. Graphical User Interface
2. Network Servers
3. Network Supervisor Controllers
4. Network Gateways
5. Automation Software
6. Field Level Controllers
7. Field Level Devices
8. Control Sequences

B. Water Treatment Systems

C. Chilled Water Systems

D. Heating Water Systems

E. Air Handling Systems

END OF SECTION 23 08 00
PART 1 - GENERAL

1.1 GENERAL

A. The Energy Management and Control System (EMCS) shall be comprised of a Local Area Network (LAN) infrastructure, Operator Workstations (OWS), Engineering Workstations (EWS), a Primary Network Server (PNS), Network Area Controllers (NAC), Application Specific Controllers (ASC), Unitary System Controllers (USC), and Field Devices installed within the facility.


C. If the EMCS contractor wishes connect to the Owner’s Wide Area/Local Area Network as part of the control system network, the EMCS contractor shall acquire permission in writing and include the letter in the submittal. Any system that requires connection to the owner’s network for communication between NAC, ASC, USC and/or filed devices that is submitted without the written permission from the owner shall be rejected. The EMCS Contractor shall coordinate with the Owner and supply all required information.

D. Access to the system, either locally in the building, or remotely from a central site or sites, shall be accomplished through standard web browsers, via the Internet and/or a local area network.

E. All EMCS controllers and workstations shall communicate using the protocols and network standards as defined by ANSI/ASHRAE Standard 135-2010, latest revision. Management level TCP/IP Ethernet network speeds shall be 1 Gbps minimum and the Automation Level MS/TP network speeds shall be 76.8 Kbps minimum.

F. The Server shall gather data from the system and generate HTML pages accessible through a conventional web browser from all personal computers (PCs) connected to the network. System shall include any and all software and hardware to support at least 50 simultaneous users. The EMCS shall be compatible with all common web browsers.

G. Facility Operators shall be able to view and configure systems through the standard web browser and all graphical/data representations shall appear identical, whether the user is on site or viewing via the Internet at a remote location. Standard operator functions such as control point manipulation, configuration and viewing of trends, schedules and alarms shall be performed through the standard browser. Each mechanical system and building floor plan shall be depicted on the operator workstation by point-and-click graphics.

H. The EMCS shall directly control HVAC equipment as specified in the Sequence of Operations. Furnish Energy Conservation features such as Optimal Start/Stop, Night Setback, Setpoint Reset logic, and Demand Control Ventilation.
I. The EMCS vendor shall provide the following additional services as part of this specification: warranty and service during the warranty period; submittals, samples and record documentation; comprehensive startup and testing of the EMCS with documentation; training services for the owner and facility operators; coordination with other contractors and suppliers; operator and technician training program, and shall cooperate fully with the Project Commissioning Agent.

J. Products furnished under this specification but installed by other.

   1. Mechanical devices installed under Division 23 by the mechanical contractor or other suppliers: temperature sensing thermowells; automatic control valves; pipe taps for flowmeters; water pressure sensors and switches; automatic control dampers not installed in air handling unit mixing boxes or louver schedules; damper actuators for variable air volume (VAV) terminal units; mounting cost of controller and actuator for VAV terminal units.

   2. Electrical devices installed under Division 26 by the electrical contractor:
      a. 120 VAC power to controllers and control panels at locations indicated on the drawings. Review and verify that these locations are adequate for the proposed EMCS.
      b. Interlock wiring to duct mounted smoke detector or fire alarm shutdown relays to HVAC equipment motor starters and variable frequency drives (VFD).

K. Provide and install all interconnecting cables between all operator’s terminals and peripheral devices (such as printers, etc.) supplied under this section.

1.2 RELATED DOCUMENTS & REFERENCES

A. Drawings and general provisions of the contract documents, apply to this section including:

   1. Division 01 for General Conditions and Supplementary Conditions.
   2. Division 21 for fire protection equipment.
   3. Division 22 for plumbing equipment and domestic water systems.
   4. Division 23 for mechanical equipment, ductwork, and piping systems.
   5. Division 26 for electrical equipment, lighting control, and fire alarm systems.

B. The latest edition of the following standards and codes in effect as approved by the authority having jurisdiction and amended as of supplier's proposal date, and any applicable subsections thereof, shall govern design and selection of equipment and material supplied:

   1. ANSI MC85.1 - Terminology for Automatic Control.
   2. American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE).
   4. BTL Mark by the BACnet Testing Laboratories.
   5. Uniform Building Code (UBC), including local amendments.
   6. UL 916 Underwriters Laboratories Standard for Energy Management Equipment. Canada and the US.
8. FCC Part 15, Subpart J, Class A.

1.3 RELATED WORK IN OTHER SECTIONS

A. Refer to Division 00 and Division 01 for allowances and related contractual requirements.

B. Refer to Division 21 for General Fire Protection Provisions and fire suppression pump.
   1. The EMCS contractor shall provide communications integration via BACnet/IP interface to each installed system listed above. BACnet MS/TP acceptable if IP interface is not available from equipment manufacturer.
   2. The EMCS contractor shall coordinate with all vendors providing above systems to obtain communications requirements and points lists. Map all available points to EMCS.

C. Refer to Division 22 for General Plumbing Provisions, domestic water heating systems, domestic water pumping systems, and domestic water metering.
   1. The EMCS contractor shall provide communications integration via BACnet/IP interface to each installed system listed above. BACnet MS/TP acceptable if IP interface is not available from equipment manufacturer.
   2. The EMCS contractor shall coordinate with all vendors providing above systems to obtain communications requirements and points lists. Map all available points to EMCS.

D. Refer to Division 23 for General Mechanical Provisions for equipment such as chillers, cooling towers, boilers, pumps, air-handling units, terminal units, ventilation fans, variable frequency drives, unitary AC units, etc.
   1. The EMCS contractor shall provide communications integration via BACnet/IP interface to each installed system listed above. BACnet MS/TP acceptable if IP interface is not available from equipment manufacturer.
   2. The EMCS contractor shall coordinate with all vendors providing above systems to obtain communications requirements and points lists. Map all available points to EMCS.

E. Refer to Section 26 for General Electrical Provisions for equipment such as electrical switchgear control, electrical power monitoring, emergency generators, lighting control system, etc.
   1. The EMCS contractor shall provide communications integration via BACnet/IP interface to each installed system listed above. BACnet MS/TP acceptable if IP interface is not available from equipment manufacturer.
2. The EMCS contractor shall coordinate with all vendors providing above systems to obtain communications requirements and points lists. Map all available points to EMCS.

1.4 ELECTRICAL POWER PROVISIONS
A. Primary power will be provided under Division 26 by the electrical contractor to the panel locations indicated on the mechanical & electrical drawings. Provide step down transformers within panel enclosures. Provide all necessary fuses and circuit protection devices

B. Power will be provided to the controllers serving fan powered terminal units with electric heat via the control transformer provided with the unit.

C. All components of the EMCS shall be powered from the sources above. Provide final terminations from the locations indicated on the Division 23 Drawings.

D. The EMCS Contractor shall provide any additional control power that is required as part of this contract and not indicated by other. This shall include all conduit, cabling, circuit breakers, etc.

1.5 CONTRACTOR QUALIFICATIONS
A. The EMCS Contractor shall:

1. Have a local staff of trained personnel capable of giving instructions and providing routine and emergency maintenance on the EMCS, all components and software/firmware and all other elements of the EMCS.

2. Have a proven record of experience in the supply and installation of equivalent BACnet systems over a minimum period of five years. Provide documentation of at least three equal and complexity, if so requested by the Owner’s Representative.

3. Be a factory certified representative of the native BACnet EMCS manufacturer for design, installation, and service of the proposed system.

4. Have comprehensive local service, training and support facilities for the total EMCS as provided. Maintain local, supplies of essential expendable parts.

1.6 SUBMITTALS
A. ALL DOCUMENTS SUBMITTED SHALL BE IN NATIVE PDF FORMAT. NO SCANS.

B. Shop Drawings:

1. The following information shall be included on the cover page for each shop drawing and equipment documentation submittal:
a. Project name with date. Refer to the applicable specifications by name and number.
b. Provide submittal number and re-submittal number and date as applicable.
c. Provided name and address of Consulting Engineer, Mechanical Contractor, General Contractor

2. Shop drawings shall be CAD generated, plot size of 8-1/2” x 11” or 11” x 17”.
   Drawings shall include diagrams, mounting instructions, installation procedures, equipment details and software descriptions for all aspects of the system to be installed.

3. Provide schematic of systems indicating instrumentation locations, all interconnecting cables between supplied cabinets on a mechanical floor plan.

4. Software specifications and descriptions including operating sequences.

5. Provide a bill of material that indicates specific manufacturer, part number, part description and quantity of each device for all system components.

6. Provide a list of the wire labels to be installed on each end of the control wiring, at the device and the control panel terminal. Labels shall be machine generated, typed and legible with a maximum of 17 characters. The label description “AHU-1 SAT” shall indicate the supply air temperature of AHU-1.

7. Equipment Schematic: Provide an electronic equipment schematic for each piece of mechanical equipment. The schematic shall display all mechanical equipment characteristics including fans, dampers, valves, sensors and other applicable control devices. The schematic shall show wiring terminations to each control device as shown in the submittal and as-build documentation. Control devices shall be labeled by a symbol that can easily be identified in a bill of material that is shown on this graphic. The bill of material shall show the device symbol, description, manufacture and part number.

8. Sequence of Operations: The control sequences shall be viewable for each piece of mechanical equipment and be in a text format as shown in the as built documentation. The sequence of operations shall be selectable at the applicable location for the control program.

C. Control component submittals:

1. Component technical data sheets with mounting and installation details.
2. The documentation shall include comprehensive and complete details of the BIBB and automation level documentation including address, associated controller type, etc. as required and for the interface to the EMCS.
3. Details of networks/communications equipment, cabling and protocols proposed.
   Provide schedule of cabling including details of proposed cable types.
4. Module Drawing: Provide an electronic wiring diagram of each control module (as shown in submittal documentation). Diagram shall display wiring schematic and terminations to end devices. Diagram shall display each input and output terminals and label those that are used for the control application. Diagram shall display module type/name and network address.
5. Field sensor and instrumentation specification sheets. Provide complete manufacturer’s specifications for all items that are supplied. Include vendor name of every item supplied.
6. Schedule and specification sheets for dampers, valves and actuators.
7. Design and provide layout of all components of panel mounted control devices, terminal strips and power supplies.
D. Colorgraphics: Provide sample layout of color graphic representations of the systems for review. The submittal shall indicate the quality of the graphic to be provided with the system with a sample of the specific control points to be included. Control points shall as a minimum include points indicated in the input/output summary, control schematic and primary controlling points defined in the sequences of operation. Provide a sample of a floor plan layout, typical AHU, terminal unit, outside air pretreatment unit, variable frequency drive, exhaust/supply fan, chiller plant and hot water plant. For control points to be provided by equipment BACnet integration provide sample of the control points, up to 25 total.

E. Verification Reports. The submittal shall include a sample of the verification reports to be utilized during the verification section of this specification. Sample reports shall be approved as submitted or be modified by the engineer or owner’s representative. The verification reports shall be included in the final Operation & Maintenance Manuals. Reports shall be provided in electronic PDF format.

1. Project Systems Verification Form for each controller.
   a. General information for each form shall include: project name; associated equipment with mark number; control panel number and location; controller number and model number; controller device instance number (address); MS/TP LAN segment number; verifying technician and date.
   b. Each connected control point and device shall contain the following columns with a separate line for each connected physical point: point description (same as device label); input/output number for each connected control device (AI-XX, AO-XX, DI-XX, or DO-XX).
   c. Check boxes confirming that the verification tasks have been completed: device location, proper termination at device; proper termination at control panel; sequence is verified; point trend is enabled.
   d. Data entry boxes indicating measured/confirmed values: preliminary control point value on the graphic; observed control point value; calibration or adjustment value to correct offset; final displayed point value on the color-graphic; date of verification; engineer or owner’s representative verification.

2. Control Panel Verification Form for each control panel.
   a. General information: panel location and identification number; panel dimensions and NEMA rating; panel properly installed; Class 1 and Class 2 wiring are properly separated; correct voltage to the panel; no shorts or grounds in panel; no induce voltages in panel wiring; point to point termination match submittal; devices are mounted in the correct location; controller software revision number; address of controllers; panel device checkout is complete; panel startup is complete.

3. Sequence of Operation Verification Form per piece of equipment (AHU, VAV, chiller, boiler, etc.).
   a. General information: project name; system identifier; building area served; control panel and controller numbers; controller model number and instance number (address); MS/TP LAN segment number; name of verifying technician and date.
   b. Each step of the sequence of operation for each piece of equipment shall be documented shall include a “description of test”, “input to trigger test”
and “expected outcome”. A pass/fail checkbox shall indicate each of these actions. Provide space for technician approval with associated date.

F. Operating and Maintenance (O&M) manuals: Provide O&M manual with full information to allow the owner to operate, maintain and repair installed products. Include trade names with model numbers, color, dimensions and other physical characteristics.

1. Format: Produce on 8-1/2 x 11-inch pages, and bind in 3-ring/binders with durable plastic covers. Label binder covers with printed title “OPERATION AND MAINTENANCE MANUAL”, title of project, and subject matter and “Number _ of _” of binder. Provide substantial dividers tabbed and titled by section/component number.

2. Table of Contents for each volume:
   a. Part 1: Directory with name, address and telephone number of Designer, Contractor and Subcontractors and Suppliers for each Project Manual section.
   b. Part 2: Operation and maintenance instructions, arranged by Project Manual Section number where practical and where not, by system. Include:

3. Product design criteria, functions, normal operating characteristic and limiting conditions. Installation, alignment, adjustment, checking instructions and troubleshooting guide. Operating instructions for start-up, normal operation, regulation and control, normal shutdown and emergency shutdown. Test data and performance curves.

4. Spare parts list for operating products, prepared by manufacturers including detailed drawings giving location of each maintainable part, lists of spares recommended for user-service inventory and nearest source of in-stock spares.

G. Record Documentation:

1. Details of all alarm, diagnostic, error and other messages. Detail the Operator action to be taken for each instance.

2. Detail special programs provided and provide a complete programming instruction manual. Detail operation of all software applications.

3. Detailed list of the database for all installed devices.

4. Record drawings shall be CAD generated and shall include final locations and point ID for each monitored and controlled device.

5. In addition to the required hard-copies, provide a CD-ROM with all of the record documentation in PDF format and a CD-ROM containing backup copies of all installed software and graphics.

6. Online as-built documentation: provide digital replications of as-builts that shall be accessible from each equipment graphic controlled or monitored by the EMCS.

1.7 WARRANTY

A. Warranty work and the equipment provided under this contract shall be for a period of one year from the date of Substantial Completion. Warranty shall cover all components, system software, parts and assemblies supplied by this contractor and shall be guaranteed against defects in materials and workmanship for one (1) year from the date of
Substantial Completion. Labor to troubleshoot, repair, reprogram or replace system components that have failed due to defects in materials and workmanship shall be provided by this contractor at no charge to the owner during the warranty period. All corrective software modifications made during warranty service periods shall be updated on all user documentation and on user and manufacturer archived software disks. All warranty work shall be performed by the EMCS contractor’s local service group.

B. Warranty shall not include routine maintenance, e.g., equipment cleaning, mechanical parts lubrication, pilot lamp replacement, operational testing, etc. Warranty shall not cover repair or replacement of equipment damaged by under- or over-voltage, misuse, lack of proper maintenance, lightning, water damage from weather or piping failure.

C. Hardware and software personnel supporting this warranty agreement shall provide on-site or off-site service in a timely manner after failure notification to the EMCS contractor. The maximum acceptable response time to provide this service at the site shall be 24 hours, during normal working hours.

1.8 OPERATIONS PERSONNEL TRAINING

A. Provide a training session for the owner’s operations personnel. Training session shall be performed by a qualified person who is knowledgeable in the subject system/equipment. Submit a training agenda two (2) weeks prior to the proposed training session for review and approval. Training session shall include at the minimum:

1. Purpose of equipment.
2. Principle of how the equipment works.
3. Important parts and assemblies.
4. How the equipment achieves its purpose and necessary operating conditions
5. Most likely failure modes, causes and corrections.
6. On site demonstration that includes hands-on demonstration of the manipulation of setpoints, schedules and other adjustable elements of the system.
7. The demonstration shall be on the actual, completed graphic interface pages for the specific project.

B. Provide a second training session 3 months after initial session for any follow-up or additional training requested by owner’s personnel. Allow 3 hours for the second training session.

1.9 OPERATOR WORKSTATION (OWS)

A. The Operator Workstation shall be any personal computer, connected to the LAN, with appropriate web browser software installed.

1.10 ENGINEERING WORKSTATION (EWS)

A. The Engineering Workstation shall be any personal computer, connected to the LAN, with a registered copy of the EMCS contractor supplied engineering and/or programming
software installed. The EMCS contractor shall provide at least one copy of all required software(s), to enable the Owner complete editing/programming functions of all controllers, graphics, and control logic.

B. The EMCS shall provide one personal computer (PC) which is compatible with the performance required by the EMCS Engineering Software if an engineering workstation is specified for the system.

PART 2 - PRODUCTS

2.1 THE ACCEPTABLE EMCS VENDORS ARE;

A. Base Bid a : DELTA – Team Solutions – Travis Brothers

B. Base Bid b: Schneider Electric – Tempset Controls

2.2 PRIMARY NETWORK SERVER (PNS)

A. The EMCS Contractor shall provide and install the Primary Network Server as part of this system. The PNS shall utilize the Internet and provide efficient integration of standard open protocols. The PNS shall maintain comprehensive database management, alarm management and messaging services, and graphical user interface as follows:

1. Support an unlimited number of users over the Internet/intranet with a standard web browser to access alarms, trend logs, graphics, schedules and configuration data. Access to the PNS shall be password protected utilizing authentication and encryption techniques. An audit trail of database changes indicating user, time stamp, and audit action shall be provided.

2. Enterprise level information exchange using an SQL database and HTTP/HTML/XML text formats.

3. Synchronize controller databases, database storage scheduling, control and energy management routines

4. Alarm processing and routing which includes email, SMS text messages and paging.

5. HTML based help system that includes comprehensive online system documentation.

6. Support of multiple Network Area Controllers (NAC) connected to a Local Area Network.

B. Server Functions

1. It shall be possible to access all Network Area Controllers (NAC) via a single connection to the server through the Ethernet LAN. In this configuration, each Network Area Controller can be accessed from a single user login.

2. The PNS shall provide the following functions, at a minimum:
   a. The server shall provide complete access to distributed global data. The server shall provide the ability to execute global control strategies based on control and data objects in any NAC in the network, local or remote.
b. The server shall include a master clock service for its subsystems and provide time synchronization for all NACs.

c. The server shall provide scheduling for all NACs and their underlying field control devices.

d. The server shall provide demand limiting control that operates across all NACs. The network server shall be capable of multiple demand limiting programs for sites with multiple meters and or multiple sources of energy. Each demand program shall be capable of supporting separate demand shed lists for effective demand control.

e. The server shall implement the BACnet Command Prioritization scheme (16 levels) for safe and effective contention resolution of all commands issued to NACs. Each Network Area Controller supported by the server shall have the ability to archive its log data, alarm data and database to the server, automatically. Archiving options shall be user-defined including archive time and archive frequency.

f. The server shall provide central alarm management for all NACs supported by the server. Alarm management shall include: routing of alarms to a video display, a printer, an email and pager; view and acknowledge alarms; query alarm logs based on user-defined parameters.

g. The server shall provide central management of logged data for all NACs supported by the server. Logged data shall include process logs, runtime and event counter logs, audit logs and error logs. Log data management shall include: viewing and printing log data; exporting log data to other software applications; query log data based on user-defined parameters.

3. The Primary Network Server shall be capable of supporting the following open system drivers;
   a. BACnet/IP
   b. Modbus TCP

C. Network Server Platform Requirements
   1. Rack-Mounted Server Computer Hardware: DELL PowerEdge R220 or equal, Intel Pentium Core 2 Duo 2.0 GHz or higher, 8GB RAM, 500GB harddrive, video card, 22” color monitor, and Ethernet adapter 1Gbps or higher.
   2. Operating system software shall be Microsoft Windows 7 Professional or higher.

2.3 NETWORK AREA CONTROLLER (NAC)

A. Provide one or more Network Area Controllers (NAC) to meet the sequence of operations and the type and quantity of devices being integrated into the system. The NAC shall provide the interface between the local area network and the field controllers. The NAC shall provide global supervisory control functions over the associated controllers and shall be capable of executing application control programs to provide: calendar functions; scheduling; trending; alarm monitoring and routing; time synchronization; integration of controller data for each applicable protocol; network management functions for all network devices. The user may view real-time information via web-based data.

B. The Network Area Controller shall provide the following hardware features as a minimum: Ethernet Ports 100Mbp/s or higher, BACnet MS/TP ports, battery backup, DDR RAM memory, flash memory for long term data backup.
C. Provide an uninterruptible power source (UPS) per network controller to maintain operation for 1 hours.

D. The NAC shall be capable of operation over a temperature range of 32 to 122 °F and operation over a humidity range of 5 to 95% RH, non-condensing; storage temperatures of between 32 and 158 °F.

E. The NAC shall provide multiple user access to the system and support for ODBC or SQL. A database resident on the NAC shall be an ODBC-compliant database or must provide an ODBC data access mechanism to read and write data stored within it.

F. The NAC shall be capable of supporting the following open system drivers;
   1. BACnet/IP
   2. BACnet MS/TP
   3. Modbus TCP
   4. Modbus RTU

G. Event Alarm Notification and actions: The NAC shall provide alarm recognition, storage; routing, management, and analysis to supplement distributed capabilities of equipment or application specific controllers. Alarm conditions shall be routed to any defined user location whether connected to a local or wide-area network.
   1. Alarm generation shall be selectable for annunciation type and acknowledgement requirements including but limited to: alarm; return to normal; fault.
   2. Provide for the creation of a minimum of eight alarm classes for the purpose of routing types and or classes of alarms, i.e.: security, HVAC, Fire, etc. Allow timed routing of alarms by class, object, group, or node.
   3. Provide alarm generation from binary object “runtime” and/or event counts for equipment maintenance (i.e. filter status, fan run status). Authorized users shall be able to reset runtime or event count values with appropriate password control.
   4. Control equipment and network failures shall be treated as alarms and annunciated.
   5. Alarms shall be annunciated in any of the following manners as defined by the user: screen message text; e-mail of the complete alarm message to multiple recipients. Provide the ability to route and email alarms based on: day of the week, time of day and recipient.
   6. Color-graphic shall have flashing alarm object(s). Printed message may be routed directly to a dedicated alarm printer.
   7. The following shall be recorded by the NAC for each alarm (at a minimum): time and date; location (building, floor, zone, office number, etc.); associated equipment. Upon acknowledgement of the alarm the NAC shall document the time, date and authorized user. The number of alarm occurrences since the last acknowledgement shall be recorded.
   8. Defined users shall be given proper access to acknowledge any alarm, or specific types or classes of alarms defined by the user. Alarm actions may be initiated by user defined programmable objects created for that purpose.
   9. Alarm archiving: A log of all alarms shall be maintained by the NAC and/or a server and shall be available for review by the user. Provide a “query” feature to allow review of specific alarms by user defined parameters. A separate log for
system alerts (controller failures, network failures, etc.) shall be provided and available for review by the user.

H. Data Collection and Storage: The NAC shall have the ability to collect data for any property of any object and store this data for future use.

1. The user shall designate the log as an interval log or deviation log. For an interval log, the object shall be configured for time of day, day of week and the sample collection interval. For deviation log, the object shall be configured for the deviation of a variable to a fixed value. This value, when reached, will initiate logging of the object. For all logs, provide the ability to set the maximum number of data stores for the log and to set whether the log will stop collecting when full, or rollover the data on a first-in, first-out basis. Each log shall have the ability to have its data cleared on a time-based event or by a user-defined event or action.

2. All log data shall be stored in a relational database in the NAC and the data shall be accessed from the server or a standard web browser. All log data, when accessed from the server, shall be capable of being manipulated using standard SQL statements.

3. All log data shall be available to the user in the following data formats: HTML, XML, plain text, comma separated values, as a minimum.

4. The NAC shall have the ability to archive its log data either locally or remotely to the server or other NAC on the network.

I. Local Access: The NAC shall provide redundancy of system access to the local controllers at the remote building if the Primary Network Server should lose communication or be off-line. The NAC shall maintain setpoint and scheduling features, access to the color-graphic displays, maintain trend logs and reports. Upon restoration of communication with the PNS the archived information shall be transmitted to the server for archiving.

2.4 SOFTWARE FOR THE NAC

A. The distributed architecture of the operating system for the PNS and NACs shall provide the operator a comprehensive interface to allow the operator to configure and customize the EMCS to optimize the HVAC system to save energy, schedule and maintain equipment and provide occupant comfort. The provided graphical toolset shall allow the operator to create applications in a drag and drop environment.

1. Input/output capability shall allow the operator to request the current value or status of the control point; command/override equipment to a specific state; add, change or delete control points, alarm limits and controllers; change descriptors to control points and equipment; modify parameters; create or modify DDC loops.

B. Operator System Access: Via software password with five access levels at workstations and at each control unit.

C. Color graphic tools shall allow the user to create equipment and floor plan graphics from a standard library of symbols; allow custom generation of symbols; utilize over 64 or
more colors; create real-time dynamic data for the graphics. Up to 60 control points may be displayed on each graphic.

1. Provide a link between compatible graphics to minimize the paths to additional information. For example provide the link from the zone sensor to the VAV terminal to the air handling unit and to the central plant. Web pages shall be provided to allow the operator to zoom into specific areas of the facility and then link the space to the floor plan to the overall building and then to the facility site plan.

2. Graphical tools shall allow the creation of bar graphs, pie graphs and other tools to visualize control information such as run time hours, energy consumed and occupant comfort.

D. Alarm processing tools shall allow the operator to create alarm messages that include as a minimum: time of alarm, point descriptor, alarm condition and remote annunciation. Critical alarms shall be displayed, archived to a storage device or printed on a alarm printer. Alarms shall be displayed in order of occurrence and have an optional audible alarm indicator.

1. Print alarm messages, up to 60 characters in length, for each alarm point specified.
2. Alarms may be routed to other devices including web-enabled cell phones, pagers, tablet PCs and designated personal computers on the network or Internet.
3. Operator specifies when alarm requires acknowledgment. Continue to indicate unacknowledged alarms after return to normal. An alarm log shall be maintained to archive alarms for future reference with the above specified parameters as well as indicating the person acknowledging the alarm.
4. The graphical display shall indicate the number of the current unacknowledged alarms by individual building site or by sum of all campus-wide facilities.
5. The operator may create and forward an e-mail message to another user directly from the graphical interface so that the message can be read when the second user logs on to the system.

E. Upon a power failure to equipment in the facility, the EMCS shall automatically start equipment upon the restoration of power. Program a time delay between individual equipment restart on a schedule to minimize demand charges from the utility company.

F. Custom reports may be created by the operator with a requested time and date manually or automatically. All reports may be logged to a storage device for future reference. The data reports shall allow customization and scaling of the X-Y coordinates; plotting of tabular reports; provide multi-point graphical reports with not less than eight variables on the same report. Print reports on daily, weekly, monthly, yearly or scheduled basis as scheduled.

G. The network server current operating system, database, color-graphics, custom reports shall be backed up automatically to a remote server or storage device as directed by the owner’s representative.

H. Maintenance Management capability shall allow the system to monitor and log the runtime for HVAC equipment; schedule maintenance reports that include recommended material and labor for the assigned task.

2.5 APPLICATION SPECIFIC CONTROLLERS (ASC)
A. All devices required for single loop control shall be terminated on a single controller. (for example, CHW loop pressure control. The differential pressure sensor and the pump VFD ramp signal.)

B. ASCs shall be capable of implementing control strategies for the system based on information from any or all connected inputs. The AC shall utilize factory pre-programmed global strategies that may be modified by field personnel on-site. Global control algorithms and automated control functions should execute via a 32-bit processor.

C. Programming shall be object-oriented using control program blocks that will support a minimum of 500 Analog Values and 500 Binary Values. Analog and binary values shall support standard BACnet priority arrays. Provide means to graphically view inputs and outputs to each program block in real-time as program is executing.

D. Controller shall have adequate data storage to ensure high performance and data reliability. Battery shall retain static RAM memory and real-time clock functions for a minimum of 1 year (cumulative). Battery shall be a field-replaceable (non-rechargeable) lithium type. The onboard, battery-backed real time clock must support schedule operations and trend logs.

E. The base unit of the ASC shall host various I/O combinations including universal inputs, binary outputs, and switch selectable analog outputs (0-10V or 0-20 mA). Inputs shall support thermistors, 0-5VDC, 0-10VDC, 4-20mA, dry contacts and pulse inputs directly.

F. All binary outputs shall have onboard Hand-Off-Auto switches and a status indicator light. HOA switch position shall be monitored. The position of each HOA switch shall be available system wide as a BACnet object.

G. Controller shall be capable of BACnet communication. BACnet Conformance:

1. Standard BACnet object types supported shall include as a minimum: Analog Input, Binary Input, Analog Output, Binary Output, Analog Value, Binary Value, Device, File, Group, Event Enrollment, Notification Class, Program and Schedule object types. All necessary tools shall be supplied for working with proprietary information.

H. Schedules: Each ASC shall support a minimum of 10 BACnet schedule objects.

I. Logging Capabilities: Each controller shall support a minimum of 100 trend logs. Sample time interval shall be adjustable at the operator’s workstation. Controller shall periodically upload trended data to system server for long term archiving if desired. Archived data stored in database format shall be available for use in third-party spreadsheet or database programs.

J. Alarm Generation: Alarms may be generated within the system for any object change of value or state either real or calculated. This includes things such as analog object value changes, binary object state changes, and various controller communication failures. Alarm logs shall be provided for alarm viewing. Log may be viewed on-site at the operator’s terminal or off-site via remote communications. Controller must be able to
handle up to 200 alarm setups stored as BACnet event enrollment objects – system destination and actions individually configurable.

2.6 **UNITARY SYSTEM CONTROLLERS (USC)**

A. All devices required for single loop control shall be terminated on a single controller. (for example, cooling coil control valve control. The temperature sensor and the valve control signal.)

B. The EMCS Contractor shall provide all Unitary System Controllers. USCs shall be fully programmable or applications specific controllers with pre-packaged operating sequences maintained in Flash RAM.

C. The USC shall be a node on the automation network and shall control its own communications so that the failure of any one node, shall not inhibit communications on the network between the remaining nodes. USCs shall be totally independent of other network nodes for their monitoring and control functions.

D. Provide each USC with a battery back-up for the protection of volatile memory for a minimum of 72 hours. Batteries shall be rated for a seven year life.

E. All associated applications programs shall reside at the USC. The USC shall not require communication to any other panel for normal operating sequences other than time scheduled base commands.

F. Control shall be based on algorithms, i.e. proportional plus integral plus derivative (PID), proportional plus integral (PI), or proportional to comply with the sequences of operation PID algorithms shall maintain the system operation within +/- 2% of setpoint.

G. The USC shall be configured with sufficient input/output capacity to achieve the required control points to meet the sequence of operations.

2.7 **VAV TERMINAL UNIT CONTROLLER (TUC)**

A. All devices required for single loop control shall be terminated on a single controller. (for example, terminal unit air valve control. The flow sensor and the actuator control signal.)

B. The EMCS Contractor shall provide all controllers required for all variable air volume (VAV) terminal units. The number and location of terminal units and airflow rates shall be as indicated on the mechanical drawings.

C. The TUC shall be capable of monitoring and controlling the following parameters for VAV terminal units per the sequences of operation and input/output summary: space temperature; primary air flow rate; damper modulation; heating coil stage control, heating valve control, heating SCR control (as applicable); fan on/off control; supply air sensor; occupancy sensor; carbon dioxide sensor or humidity sensor.
D. Furnish primary damper actuators, for factory mounting, meeting the following requirements: direct shaft mounting; adequate torque, to properly operate the damper from fully open to fully closed without binding; locking “V” groove or similar means to prevent slippage between actuator and shaft.

E. The EMCS Contractor shall field install the following components for each terminal unit: space temperature sensor; supply air temperature sensor; occupancy sensor, and carbon dioxide sensor as indicated on the Mechanical Drawings.

F. The EMCS Contractor shall furnish to the terminal unit manufacturer the following components for factory installation and wiring for each terminal unit: VAV controller with integral differential pressure transducer and damper actuator.

G. The terminal unit manufacturer may provide the following components for each terminal unit for interface and mounting of the TUC: primary air dampers; enclosure to house the TUC and associated components including suitable mounting brackets shall be NEMA 1 rating and located outside the terminal unit; multi-point averaging type flow sensor at the primary air inlet to the terminal unit; 24 VAC control transformer; 24 VAC fan control relay interface; 24 VAC heater control relay interface (up to two stages); 24 volt SCR heater input as scheduled (0-10 Vdc or 4-20 mA).

H. Any items required for proper operation but not provided by TU vendor, shall be provided under this section.

2.8 AIR HANDLING UNIT CONTROLLER

A. All devices required for single loop control shall be terminated on a single controller. (for example, AHU static pressure control. The differential pressure sensor and the VFD ramp signal.)

B. The EMCS Contractor shall provide controllers required for chilled/hot water and DX/electric heat air handling units and fan coil units. Provide an enclosure to house the controller and associated components including suitable mounting brackets shall be NEMA 1 rated and located outside the FCUs.

C. The controller shall be capable of monitoring and controlling the following parameters per the sequences of operation and input/output summary; space temperature; space relative humidity sensor; cooling/heating stage control or modulating valve control; fan on/off control and status; supply air sensor; occupancy sensor; carbon dioxide sensor; VFD control and monitoring.

2.9 EMCS CONTROLLER LEVEL NETWORK

A. EMCS Automation Level Network shall consist of BACnet MS/TP (76.8 Kbps minimum). Data transfer rate and data throughput as required to meet the alarm annunciation requirements.

2.10 SOFTWARE OVERVIEW
A. **Dynamic Colored Floor plans:** Dynamic colored floor plans that compare actual space conditions to setpoints shall be provided on all floorplan graphics displayed on the frontend. Floorplan enlargements shall also use the thermographs to display space conditions. Zones within the set point range shall appear transparent white. As the space gets warmer the zone color shall gradually modulate from transparent white to transparent red to identify a hot zone. As the space conditions get cooler the zone color shall gradually modulate from transparent white to transparent blue to identify a cold zone. Each zone shall indicate the current actual zone temperature within the zone. The floor plans shall use a dynamic scheduling icon to indicate schedule occupancy for each zone and provide direct one-click access to that zones unique schedule. Provide a designated icon or symbol indicating that the zone is in the occupied/unoccupied condition. From the floorplan graphic, the operator shall be able to click on any zone and go directly to the graphic for the piece of equipment controlling that zone. All dynamic floor plans shall be visible via web interface as well as on the LAN. The authorized system operator shall be able to change the zone or system identifier (or name) on the graphic and that change shall be distributed to other associated graphics and to the equipment controller.

B. **Pop up Trends:** Provide trend logs that automatically pop up when the operator mouse clicks on the point from the graphic. Provide pop up trends for all dampers, control valves, temperature sensors, carbon dioxide sensors, humidity sensors, airflows, static pressures, flow meters, VFD speeds, etc. The EMCS contractor shall set up all trends for the owner. The pop-up trend shall include a trend tool that allows the operator to modify the trend time scale and sample interval for up to 10 sample values. The trends shall be graphical on the computer screen but shall provide an output as an .xls, .csv, .pdf, HTML, or text file.

C. **Interactive Maps:** Implement JAVA SCRIPT API 3.0 or newer, such as Google Interactive maps depicting the facility location to indicate the site plan. This is not a static image and must be completely interactive.

D. **Custom User HTML applications:** The EMCS shall utilize HTML applications as an extra feature. At minimum, provide 7-day forecast, weather radar, traffic map and hurricane tracker. All of these features shall be imbedded into the EMCS system.

E. Provided a web-based EMCS platform; contractor shall provide an Open License software. Licenses that are not open are not acceptable. There shall be no per seat or per user licensing fee charged to the owner by the contractor.

F. System shall use the **BACnet** protocol for communication to the operator workstation or web server and for communication between control modules. Schedules, setpoints, trends, and alarms shall be BACnet Objects.

G. **User access** shall include 50 assigned operators that shall include five levels of access within the web system. Each operator log-in shall have an expiration date to allow for temporary access to the system. The operator’s access description shall include his e-mail address and cell/phone numbers. The operator access can be limited from 5 minutes to permanent access. The user shall be limited to eight bad login attempts before being locked out of the system.
H. **Global modification:** Provide the capability for global modification of user definable parameters of all points shall be provided. Global modification is defined as the mass adjustment of user definable parameters across a defined group, area, facility, campus, or network. Parameters shall include, but not be limited to temperature set point (VAV boxes, AHU Discharge, VAV AHU Static Pressure Setpoints etc.), equipment start/stop, equipment status, valve output signal, VFD speed control signal, and damper position signal. User shall be able to lock the definable parameter to a set value, or adjust a set point to an operator adjustable value. This function shall be accomplished through the standard graphical user interface/workstation and is to be selectively applicable by the user to all controllers on the network, all controllers in a specific facility or all controllers in a specific zone within a specific facility.

I. The system operator shall be able to override the output signal to the valves, dampers, variable frequency drives, etc. with the use of the PC mouse click on the device. The system override shall include a **Hand-Off-Auto (HOA)** capability. If the output is commanded to the hand position the operator shall designate an output value of 0-100% in 1% increments. The hand override position shall be permanent or expire after a designated time period and revert to the auto position. The color-graphic shall indicate the device that has been overridden by a color change of the output value.

J. For non-emergency in-warranty events the system operator may submit a **Service Request** directly from the floor plan or system graphic. The web interface shall include the EMCS suppliers contact information including phone numbers and e-mail address. The service request will be logged into the EMCS suppliers service department. A non-response by the assigned technician shall elevate the request to the next highest manager or supervisor until the system operator receives an response that their request has been received and is scheduled for a resolution. All requests for service shall be maintained in the customer’s database for future reference. The service request capability may be extended after the expiration of the warranty as part of a service agreement.

K. The web-based system shall be accessible from **Tablet PCs** and provide the same functionality that is available from personal computers connected through the LAN or WAN to the system operator. The tablet PCs as a minimum shall include an Apple iPad and Google Android based tablet PC. Operation shall include touch screen capability and use of the tablet keyboard screen. The operator shall be able to view color-graphics, system trends, override setpoints, change time schedules, and override damper and valve positions.

### 2.11 ENERGY SAVING PROGRAMS

A. **Demand Limiting:** Monitor total power consumption for each power meter and shed associated loads automatically to reduce power consumption to an operator set maximum demand level.

B. **Duty Cycling:** Periodically stop and start loads, based on space temperature, and according to various on/off patterns.

C. **Automatic Time Scheduling:** Self-contained programs for automatic start/stop/scheduling of building loads. Support up to seven (7) normal day schedules, seven (7) "special day" schedules and two (2) temporary schedules.
D. Optimal Start/Stop: Perform optimized start/stop as function of outside conditions, inside conditions, or both. Optimization shall be adaptive and self-tuning, adjusting to changing conditions by modifying occupancy period based upon the desired temperature at beginning and end of the occupancy period. Base optimization on occupancy schedules, outside air temperature, seasonal requirements, and interior room temperature. Employ adaptive model prediction for how long building takes to warm up or cool down under different conditions.

E. Night-Setback Program: Reduce heating space temperature setpoint or raise cooling space temperature setpoint during unoccupied hours in conjunction with scheduled start/stop and optimum start/stop programs.

F. Setpoint Reset: Setpoints for control of variable load systems shall be reset based on load demand, as described in the Sequence of Operations.

G. Calculated Points: Define calculations and totals computed from monitored points (analog/digital points), constants, or other calculated points.

H. Event Initiated Programming: Any data point capable of initiating event, causing series of controls in a sequence.

I. Holiday Scheduling

J. Direct Digital Control: Furnish software so operator is capable of customizing control strategies and sequences of operation by defining appropriate control loop algorithms and choosing optimum loop parameters.

K. Trend logging shall be provided for all points per the input/output summary where there is a change in the analog or binary signal. Each controller shall be capable of storing trend values and then automatically transfer data to the NAC or the NS hard disk. Trend data shall be updated continuously per the operator assigned interval at intervals as low as one minute. Collect samples at intervals specified in minutes, hours, days, or month. Output trend logs as line-graphs or bar graphs. Binary points (input and output) shall only be logged upon a change of value (COV). Display trend samples on workstation in graphic format. Automatically scale trend graph with minimum 60 samples of data in plot of time versus data.

2.12 FIELD INSTRUMENTATION

A. Temperature Sensors: All temperature sensors shall be thermistor type, factory-calibrated to within 0.5 °F, interchangeable with housing appropriate for application. Sensors shall have a temperature curve rated for the application. Sensor wiring terminations shall be in a galvanized box.

1. Outside air temperature sensors shall be installed in weather proof enclosure with ventilated sun-shield
2. Duct mounted temperature sensors shall be averaging type for supply air, mixed air and low temperature applications for air handling units. Duct probe temperature sensor shall be acceptable for terminal units.
3. Space temperature sensors shall contain a backlit LCD digital display and user function keys along with temperature sensor, setpoint adjustment and after-hours override use. Override time may be set in one-hour increments.
4. Thermowell temperature sensors shall be Dwyer series TTE explosion proof stainless steel probe of length that is equivalent to a minimum of 50% of the pipe diameter. End-to-end accuracy shall be ± 0.5 deg. F. Connection box shall be moisture/water proof with conduit fitting. Furnish the stainless steel thermowell
to the mechanical contractor for installation. A thermal conducting grease shall be installed in the thermowell to provide uniform temperature sensing.

5. Provide flat plate stainless steel space temperature sensors with no local setpoint adjustment as indicated on the drawings.

B. Carbon Dioxide Sensors: The sensor shall be capable of monitoring carbon dioxide concentration with an accuracy of +/- 30 parts per million (PPM). The sensor shall produce a linear 0-10 VDC or 4-20 mA signal over the range of 0 to 2000 PPM. The sensor shall measure using non-dispersed infrared (NDIR) technology to measure carbon dioxide gas and shall be:

1. Wall mounted carbon dioxide sensors shall be Veris CWE series or equivalent.
2. Duct mounted carbon dioxide sensor shall be Veris CWD series or equivalent.
3. The EMCS contractor shall utilize the required calibration devices to properly commission and calibrate the sensors per the manufacturer’s requirements.

C. Relative Humidity Sensors: relative humidity sensors shall be a two-wire type, 4-20 mA output proportional to the relative humidity range of 0-100%. The accuracy of the sensors shall be +3% over a range of 5-95% RH.

1. Outdoor relative humidity sensors: provide non-corroding outdoor shield to minimize wind effects and solar heating. Install wall-mount weather proof enclosure with conduit fitting. Sensor shall be Veris HO series, or equivalent.
2. Wall-mounted relative humidity sensor: sensor shall be installed in a wall-mounted enclosure with white cover. Sensor shall be Veris HEW series or equivalent.
3. Duct-mounted relative humidity sensor: sensor shall be provided with a moisture resistant enclosure with conduit fitting. The probe length shall be 8” minimum. Sensor shall be Veris HED series or equivalent.

D. Pressure Transducers:

1. Air pressure sensor: The pressure sensors shall have an input range compatible with the medium being measured. The proportional output signal shall be 0-10 VDC or 4-20 mA. Sensor shall be SETRA Model 264 or equivalent.
2. Water pressure sensors: The pressure sensors shall have an input range compatible with the medium being measured. The proportional output signal shall be 0-10 VDC or 4-20 mA. Sensor shall be SETRA Model 230 or equivalent. Sensor shall be installed with a valved piping bypass and bleed off for each port.

E. FreezeStat: Provide freezestats for all chilled water air handling systems that receive more than 10% untreated outside air. Freezestats shall provide vapor tension elements, which shall serpentine the inlet face on all coils. Provide additional sensors, wired in series, to provide one linear foot per square foot of coil surface area. FreezeStat shall be manually reset at the switch. Interlock to the associated fan so that fan will shut down when HOA switch is in hand or auto position. Provide time delay relays with a 0-10 minute time delay relay duration to minimize nuisance freezeStat trips. Time delay relay shall be adjustable at the associated control panel.
F. Air differential pressure switch: For fan shutdown, provide air differential pressure switches for all fans controlled by a variable frequency drive (VFD) to shut down the associated fan in the event of sensing high differential pressure. Air differential pressure switches shall have an adjustable setpoint with a range of 0-10 inches w.g. with manual reset at the switch. Provide ¼ inch copper tubing with compression fittings to mount to the side of the duct. Sensor shall be DWYER Series 1620 or equivalent.

G. Momentary control relays: Provide momentary control relays as indicated. Relays shall have coil ratings of 120 VAC, 50 mA or 10-30 VAC/VDC, 40 mA as suitable for the application. Contact ratings shall be 10 amp. Provide complete isolation between the control circuit and the digital output. Relays shall be located in the UC or other local enclosures and have pin-type terminals. Relays shall have LED indication of status.

H. Current sensing relay: Current sensing relays shall be rated for the applicable load. The output relay shall have an accessible trip adjustment over its complete operating range. Enclosure shall have an LED to indicate relay status.

I. Photocell: Ambient light level shall by a photocell in a non-corroding in a weatherproof housing with sun shield suitable for exterior installation. The control signal output shall be 4-20 ma or binary contact closure as specified in the sequences of operation. Mount the photocell on the north side of the building on the roof. The sensor reading shall be 0-750 foot-candles.

J. Occupancy Sensors

1. The dual-technology occupancy ceiling mounted sensor shall be capable of detecting presence in the control area by via Doppler shifts in transmitted ultrasound and passive infrared (PIR) heat changes. Sensor shall utilize Dual Sensing Verification Principle for coordination between ultrasonic and PIR technologies. Detection verification of both technologies must occur in order to activate lighting systems. Sensor shall have a retrigger feature in which detection by either technology shall retrigger the lighting system on within 5 seconds of being switched off. The sensor shall operate at 24 VDC/VAC. WattStopper DT-300 or approve equal.

2. Sensors shall have a time delay that is adjustable with configuration software or shall have a fixed time delay of 5 to 30 minutes, set by a DIP switch. Sensors shall feature a walk-through mode, where lights turn off 3 minutes after the area is initially occupied if no motion is detected after the first 30 seconds.

3. The sensor shall have an additional single-pole, double throw isolated relay with normally open, normally closed and common outputs. The isolated relay is for use with HVAC control, data logging, and other control options. The sensor shall have an LED indicator that remains active at all times in order to verify detection within the area to be controlled.

2.13 WATER FLOW METERS

A. Water Flow Meters and Remote Transmitters shall be, or equal/better to the specifications below:

B. The Flow Tube and Transmitter shall be calibrated to each other and shall be flow-calibrated and assigned a calibration factor at the factory. The calibration factor is entered
into the transmitter, enabling interchangeability of sensors without calculations or a compromise in standard accuracy.

C. Accuracy: Includes the combined effects of linearity, hysteresis, repeatability, and calibration uncertainty. ±0.15% of rate ±1.0 mm/sec from 0.04 to 13 ft/s (0.01 to 4 m/s); above 13 ft/s (4 m/s), the system has an accuracy of ±0.2% of rate.

D. Each Flow Tube shall be sized specifically for the pipe and flow in which it is to be installed and to ensure flow velocity is within 2 to 20 ft./s.

E. A calibration certificate shall be provided from the manufacture.

F. Class 150 carbon steel flanges, Teflon (PTFE) or EDPM lining, and Type 316L stainless steel or Hastelloy C electrodes.

G. Transmitter: 115Vac/1ph/60hz power supply, NEMA 4X enclosure, 4 – 20 ma output, battery-backup totalizer, and local operator interface.

H. Ambient Temperature Limits: -20 to 140deg.f.

I. Humidity Limits: 0 to 95% RH to 120deg.f.

J. Safety Approvals: FM Class 1 Division 2 for non-flammable; CSA Class 1 Division 2.

K. The meter shall include a pulse output for monitoring by the EMCS. Provide meter to be installed by Division 23. Meter shall be Siemens MAG 5100 W with MAG 5000/6000 Remote Transmitter, Onicon FT-3000 with FT-3100/FT-3200 Remote Transmitter or approved substitution.

2.14 AIRFLOW MEASURING STATIONS (AFMS)

A. Duct mounted airflow measuring stations with combination airflow and air temperature measurement devices shall have the following features:

1. Multi-point sensors in one or more probe assemblies with a maximum of one to sixteen sensor nodes per location, and a single remotely mounted microprocessor-based transmitter for each measurement location. Each sensor node shall consist of two hermetically sealed bead-in-glass thermistors. Each sensing point shall independently determine the airflow rate and temperature at each node, which shall be equally weighted in calculations by the transmitter prior to output as the cross-sectional average. Each ducted sensor probe shall have an integral, U.L. Listed, plenum rated cable. Each independent temperature sensor shall have a calibrated accuracy of +/-0.14⁰ F (0.08⁰ C) over the entire operating temperature range of -20⁰ F to 160⁰ F (-28.9⁰ C to 71⁰ C).and be calibrated at 3 temperatures against standards that are traceable to NIST. Acceptable manufacturer shall be EBTRON, Inc. GTx116-PC.

2. Each transmitter shall have a display capable of simultaneously displaying both airflow and temperature. Airflow rate shall be field configurable to be displayed as velocity or volumetric rates, selectable as IP or SI units. Each transmitter shall operate on 24 VAC and be fused and protected from over voltage, over current and power surges.
3. Each independent airflow sensor shall have a laboratory accuracy of +/-2% of
Reading over the entire calibrated airflow range of 0 to 5,000 fpm (25.4 m/s),
and be wind tunnel calibrated at 16 points against air velocity standards that are
traceable to NIST.

2.15 DAMPER ACTUATORS:

A. Outside and exhaust air damper actuators shall be mechanical spring return. The actuator
mounting arrangement and spring return feature shall permit normally open or normally
closed positions of the damper as required.

B. Outside and return air modulating actuators shall utilize analog (proportional) control 0-
10 VDC. Actuators shall be driven in both the open and closed directions.

C. Electric damper actuators shall be direct shaft mounted and use a V-bolt and toothed V-
clamp causing a cold weld effect for positive gripping. Single bolt or setscrew type
fasteners are not acceptable.

D. Single section dampers shall have one electronic actuator direct shaft mounted.

E. Multi-section dampers with electric actuators shall be arranged so that each damper
section operates individually. One electronic actuator shall be direct shaft mounted per
damper section.

F. Damper actuators shall be BELIMO or equivalent.

2.16 CONTROL VALVES

A. Furnish all valves controlled by the EMCS as shown on the Mechanical Drawings.
Furnish all automated isolation valves as shown on the Mechanical Drawings. Control
valves shall be factory fabricated of type, body material, and pressure class based on
maximum pressure and temperature rating of piping system, unless otherwise indicated.
EMCS contractor to size control valve with a maximum of three psi pressure drop. 2-
position isolation valves shall be full-line size.

1. All chilled water, condenser water, and hot water valves shall meet, at minimum,
   the following ANSI Class 150 ratings. Valves 0.5 inch to 2 inches shall have
   NPT female screwed ends. Valves 2.5 inches and larger shall have flanged ends.

2. Equal Percentage control characteristic shall be provided for all 3-way water coil
   control valves.

3. Provide actuator extension to clear insulation on valves larger than ¾”.


B. Characterized Control Valves (CCV) ½” to 6”, for two-way modulating applications
   shall have equal percentage characteristics and control the flow from 0 to 100% full rated
   flow with an operating pressure differential range of 5 to 50 PSID across the valve. The
   control valve shall be provided and delivered from a single manufacturer as a complete
   assembly. The actuator shall be integrally mounted to the valve at the factory with a
   single screw on a direct coupled DIN mounting-base. The CCV valves shall be sized for
   the scheduled flow and not pressure drop. Valves shall be Belimo CCV or approved
   equal
1. **NPS 2” and Smaller:** Forged brass body rated at no less than 400 PSI, chrome plated brass ball and stem, female NPT union ends, dual EPDM lubricated O-rings and a brass or TEFZEL characterizing disc. Close off pressure rating of 200 psi.

2. **NPS 2-1/2” through 6”:** GG25 cast iron body according to ANSI Class 125, standard class B, stainless steel ball and blowout proof stem, flange to match ANSI 125 with a dual EPDM O-ring packing design, PTFE seats, and a stainless steel flow characterizing disc. Close off pressure rating of 100 psi.

**C. Characterized Control Ball Valves (CCV) for ½’ to 2”:** for 3-way modulating applications shall have equal percentage characteristics. Manufacturer shall be Belimo or approved equal.

1. Valve housing shall consist of forged brass rated at no less than 400 psi at 250 °F. Three-way valves shall have EPDM O-rings behind ball seals to allow for a minimum close-off pressure of 40 psi with an actuator that provides 35 in-lbs torque for ½ to 2 in. sizes. Three-way valves shall be installed in a “tee” configuration with actuator perpendicular to the shaft. Confirm mixing or diverting application for correct valve selection.

**D. Globe Valves 2-1/2” to 6”:** for 3-way modulating applications shall have equal percentage characteristics. Manufacturer shall be Belimo G7 series or approved equal.

1. Valve housing shall consist of cast iron rated at no less than 125 psi at 300 °F. Valve shall have stainless steel stem, plug and seat. Three-way valves shall be installed in a “tee” configuration with actuator perpendicular to the shaft. Confirm mixing or diverting application for correct valve selection.

**E. Butterfly valves:** For chiller and cooling tower isolation control valves, butterfly control valves may be provided.

1. Butterfly Isolation valves shall be line-size. Design velocity shall be less than 12 feet per second when used with standard EPDM seats. Butterfly valves shall have ductile iron body, 304 stainless steel disc and EPDM seat. The valve body close-off pressure rating shall be 150 psi over a range of -20 F to 250 F. The flange shall be ANSI 125/250. Belimo F6 and F7 series or approved manufacturer.

**F. Control Valve Actuators for CCV and Globe valves:** Provide electric actuators for all control valves that are furnished as part of the EMCS contract. Two way and three way control valve actuators shall meet, at minimum, the following requirements:

1. Motor driven type with gear assembly made of hardened steel. Actuator shall have an input voltage of 24 VAC. Interior actuator housings shall be NEMA-2 rated. Exterior housings shall require a weather shield or shall be NEMA-4 rated. Provide visual mechanical position indication

2. Valves shall be sized to meet the shut-off requirements when operating at the maximum system differential pressure and with the installed system pump operating at shut-off head. Actuators shall control against system maximum working pressures.

3. Normal and failure positions shall be as indicated in the operating sequences. Provide spring return action per the sequences.
4. Manual declutch lever to enable manual operation of the valve. It shall be possible for an operator to manually modulate valves located in mechanical rooms in the event of loss of power.

5. Overload Protection: Actuators shall provide protection against actuator burnout by using an internal current limiting circuit or digital motor rotation sensing circuit. Circuit shall insure that actuators cannot burn out due to stalled damper or mechanical and electrical paralleling. End switches to deactivate the actuator at the end of rotation are acceptable only for butterfly valve actuators.

6. All actuators shall be capable of being electronically programmed in the field by use of external computer software or a dedicated handheld tool for the adjustment of flow. Programming using actuator mounted switches or multi-turn actuators are not acceptable.

7. Electric actuators shall be Belimo LRB-24, compatible with the valves furnished.

G. Butterfly Valve Industrial Actuators

1. Enclosure shall be NEMA 4 (weatherproof) enclosure and will have an industrial quality coating.

2. Actuator shall have a motor rated for continuous duty. The motor shall be fractional horsepower; permanent split capacitor type designed to operate on a 120 VAC, 1 phase, 60 Hz supply. Two adjustable cam actuated end travel limit switches shall be provided to control direction of travel. A self-resetting thermal switch shall be imbedded in the motor for overload protection.

3. Reduction gearing shall be designed to withstand the actual motor stall torque. Gears shall be hardened alloy steel, permanently lubricated. A self-locking gear assembly or a brake shall be supplied.

4. Actuator shall have a 6 ft wiring harness provided for ease in field wiring (above 1500 in-lbs). Two adjustable SPDT cam-actuated auxiliary switches, rated at 250 VAC shall be provided for indication of open and closed position. Actuator shall have heater and thermostat to minimize condensation within the actuator housing.

5. Actuator shall be equipped with a hand wheel for manual override to permit operation of the valve in the event of electrical power failure or system malfunction. Hand wheel must be permanently attached to the actuator and when in manual operation electrical power to the actuator will be permanently interrupted. The hand wheel will not rotate while the actuator is electrically driven.

6. The actuator shall be analog, floating, or two position as called out in the control sequence of operation. All analog valves shall be positive positioning, and respond to a 2-10 VDC, 4-20 mA, or adjustable signal as required. Analog actuators shall have a digital control card allowing any voltage input for control and any DC voltage feedback signal for position indication.

7. Butterfly valve actuators shall be Belimo furnished with specified butterfly valves.

2.17 REFRIGERANT LEAK DETECTION:

A. Refrigerant leak detection monitors shall be provided for the refrigerant and number of chillers installed.
1. Power consumption: AC - 325 mA, DC - 250 mA. Volt free contacts to indicate an alarm condition.
2. Operating temperature range of 32 °F to 105 °F. Operating humidity range of 0 to 95% non-condensing.
3. Measuring range of 0-1000 ppm proportional to 4 to 20mA output range for each sampling point.
4. System shall detect the presence of the following types of refrigerants regardless of refrigerant type using sequential sampling and multi-point monitoring method: CFC, HCFC and HFC as provided with the chillers.
5. System shall annunciate to the EMCS through a contact closure and have a local alarm (audible and visual) Control panel shall have a silencing alarm button. Signage at all entry points to the chiller room shall be installed. Initial alarm shall comply with recommended Allowable Exposure Level (AEL). Adjustable 3 level alarm for each point shall be supplied with common alarm output contacts. Provide local digital indication of ppm level for a minimum of 1 sample point per chiller. A sample point shall be located close to each chiller and the refrigerant pump out unit location. Location to be approved by the engineer. Sample point if in alarm shall flash the associated LED. Provide local alarm horns and visual (stroboscopic) beacons at the following locations to activate upon alarm to an approved detail:
   a. Outside of entrance doors to chiller machine room.
   b. Inside rooms without an escape route other than through the chiller room.
   c. At each chiller location.
   d. At any other location in the chiller room as necessary to ensure that a person at any location in the chiller room and room that can be entered from the chiller room can see the visual alarm and hear the audible alarm and at any other location required to meet the applicable codes.
6. System shall shut down all electrical equipment (chiller systems and associated pumps, AHU, FCU, etc.) and sequence emergency extract equipment as required to meet regulations. Where combustion equipment is employed, refrigerant vapor monitoring system shall automatically shut down the combustion process in event of refrigerant leakage if other alternative acceptable conditions are not applied. Ventilation system, chiller and associated pumps and other equipment shut down as a result of the refrigerant leak alarm shall return to normal operation when the refrigerant monitoring system is no longer detecting refrigerant levels above set points and alarms have been silenced.
7. System shall have self-diagnostics and supply common malfunction output. Loss of sample flow at either sample or ZERO line and electrical malfunction shall annunciate to the EMCS.
8. Provide two (2) additional particulate filters and zero gas filter cartridges.
9. Provide an emergency shut-off control button outside each chiller plant room entrance/exit door. Button shall be mounted at 48 inches above finished floor adjacent to refrigerant leak detection alarm light. Activation of any one of the buttons shall de-energize all chillers and other electrical equipment within the chiller plant room. Button shall be manually reset.
11. Maximum System Maintenance Requirements - The system shall require no periodic maintenance other than periodic checking. Periodic checking or adjustments of the unit shall be capable of being accomplished by one person at the unit location.
12. **Manufacturer Capability Requirements** - As a minimum, the Gas Monitoring Equipment manufacturer must meet the following requirements:
   a. Be capable of supplying all equipment used to check or calibrate the unit
   b. Be capable of providing onsite service with factory trained personnel
   c. Be capable of providing start-up assistance and training for the owner/operator

13. **Gas Monitoring System** shall be a Mine Safety Appliances Company Chillgard RT Refrigerant Monitor or equal.

2.18 **PANELS AND ENCLOSURES**

   A. Provide panels and enclosures for all components of the EMCS, which are susceptible to physical or environmental damage.

   B. Interior panels and enclosures shall meet be NEMA 1 rated painted steel panels with locking door.

   C. Exterior mounted panels and enclosures shall be NEMA 4 painted steel panels with locking door.

   D. Panels for USC's shall be mounted on the outside of all unit ventilators and fan coil units with three feet of wall clearance in front of them and no higher than 7 feet to the bottom of the panel.

2.19 **LABELING and WARNING NOTICES**

   A. Provide labeling for all control panels and enclosures.

   B. Provide labeling of all control wires and input/output points at the controller and at the control device; the label at each end of the wire shall be the same Labels shall be machine generated, typed and clearly legible with a maximum of 17 characters. Hand written labels or labels written on the control wire jacket will not be acceptable. Each label shall be unique to its function and shall reference the applicable system. For example “AHU-1 SAT” will indicate the supply air temperature sensor for AHU-1. Improper labeling shall be removed and shall require re-commissioning of the control device and controller to document correct functionality.

   C. Provide high voltage warning notices at all equipment controlled by the EMCS and at all associated motor starters when used by equipment controller.

2.20 **TUBING AND PIPING**

   A. Provide tubing and piping as required for the field instrumentation.

   B. Tubing within equipment rooms, vertical risers, and penetrations to ductwork shall be either copper pipe or shall be plastic tubing within conduit. Tubing for all water-based instrumentation shall be copper pipe. Identify the type of tubing proposed in the shop drawing submittal.
C. Provide suitable bulk head fittings for duct and panel penetrations.

D. Tubing in plenum rated areas may be plastic tubing. Polyethylene tubing shall meet, at minimum, the following requirements: flame retardant; crack resistant; 300 psi burst pressure.

2.21 CONDUIT AND FITTINGS

A. Provide all conduits, raceways and fittings for the EMCS monitoring, communication and control cabling. All work shall meet all applicable codes.

B. Conduit, where required, shall meet, the requirements specified within Division 26.

C. EMCS monitoring and control cable shall not share conduit with cable carrying voltages in excess of 90 VAC.

2.22 CABLING

A. Provide all cables for the EMCS. Cable shall meet, at minimum, the following requirements:

1. Minimum 98% conductivity stranded copper.
2. Proper impedance for the application as recommended by the EMCS component manufacturer.
3. Monitoring and control cable shall be #18 AWG or larger, dependent on the application. Analog input and output cabling shall be shielded.
4. Management Level Network cable shall be CAT 6, 24 gauge unshielded.
5. Automation Level Network cable shall be #24 AWG shielded.
6. Shield shall be grounded at the CCP, UC, or control panel. Ground at one end only to avoid ground loops.
7. Identification of each end at the termination point. Identification should be indicated on and correspond to the record drawings.

B. 120 VAC power wiring shall be of #12 AWG solid conductor or larger as required.

PART 3 - EXECUTION

3.1 PRE-CONSTRUCTION

A. The EMCS supplier shall provide a pre-construction coordination meeting with the affected trades to ensure a cooperative efficient process of installation. The invited trades shall include the general contractor, mechanical contractor, electrical contractor, test and balance contractor, owner’s representative, consulting engineer and others with a direct interest in the coordination of the affected systems. The EMCS contractor shall provide an outline of the meeting agenda highlighting the construction schedule, coordination with mechanical and electrical trades. Provide a sign-in sheet and submit it through the attendees along with a summary of the meeting notes for future reference.
3.2 INSPECTION DURING INSTALLATION

A. Provide a technician to assist the Engineer or Owner’s Representative with inspections made during the installation period that are required to review the progress and quality of ongoing work. The engineer/owner’s representative shall generate field observation reports on the findings of the inspection. The engineer or owner’s representative shall advise the EMCS contractor during the inspection of any concerns noted with respect to the installation and shall repeat the concerns in writing as soon as possible after the inspection is completed. The EMCS contractor shall take corrective action to meet the requirements of the specifications. Upon correction, the EMCS contractor shall submit written documentation through the contractors to the engineer.

3.3 INSTALLATION OF COMPONENTS

A. Provide all interlock and control wiring. All wiring shall be installed in a neat and professional manner in accordance with specification Division 26 and all national, state and local electrical codes.

B. Provide wire and wiring techniques recommended by equipment manufacturers. Control wiring shall not be installed in power circuit raceways. Magnetic starters and disconnect switches shall not be used as junction boxes. Provide auxiliary junction boxes as required. Coordinate location and arrangement of all control equipment with the Owner's Representative prior to rough-in. Provide auxiliary pilot duty relays on motor starters as required for control function.

C. Electrical Contractor shall provide 120 or 277 volt power at a junction box within 48” of the controller. The BAS Contractor shall coordinate with the Electrical Contractor to identify locations of power requirements prior to the installation of the controls.

D. Conduit for control wiring shall be provided whenever one of the following conditions exists:

1. Conduit is indicated on the drawings or specifically required by the specifications.
2. Cabling runs through inaccessible areas such as within partitions/walls, above closed in ceilings, under floor; within trenches and underground; on the exterior of the building; exposed on the surface of the building; when encased in concrete or other material that makes the cable inaccessible or when located such that access to the cable is not readily obtained.
3. Cable within mechanical, telecommunications and electrical equipment rooms and control rooms.
4. Conduit shall be installed, inside wall from sensor box to above the wall, for all wall mounted temperature, humidity and CO2 sensors.

E. Control wiring located above an accessible ceiling space may be plenum rated cable. Plenum rated wire shall be bundled and routed at right angles to the building lines and secured to the building structure every 15 feet.

F. When communication bus enters or exits a building, a surge suppressor shall be installed. The surge suppressor shall be installed according to the controls manufacturer’s instructions.
G. Provide sleeves for all cable and conduit passing through walls, partitions, structural components, floors and roof.

H. All sensor wiring shall be labeled to indicate the origination (at the device) and destination of data (at the control panel). The description shall indicate the type and location of the control device such as “AHU-1 SA temp” or “VAV 1-1 space temp”.

I. Wall temp sensors at 48” above the finished floor to comply with ADA requirements and to match the height of the light switches. Mount humidity sensor at equal height to wall temperature sensor.

3.4 VERIFICATION REQUIREMENTS

A. Verification shall be provided by the EMCS contractor to demonstrate and confirm that the installed system complies with the specifications and the control sequences of operation herein specified. Upon completion of the verification process the EMCS contractor shall demonstrate to the engineer or owner’s representative the functionality of the control system devices are in compliance with the contract documents.

B. Technicians provided by the EMCS contractor shall be factory trained and qualified in the operation of the provided control system. The EMCS contractor shall provide, if requested, the factory training certificates of the individuals providing the verification services on this project.

C. Verification tools, applicable to the system provided, shall be utilized by the factory-trained technicians for proper verification of system operation and functionality. Temperature verification sensors shall be NIST certified within the last 12 months. Meters such as Fluke 52 series or better shall be utilized. Use of non-certified meters may require the system to be re-verified with certified meters at no cost to the owner.

D. Documentation of the verification process shall be provided per the project general conditions in electronic PDF format as required. Documentation shall include the following forms:

1. **Project System Verification Forms** for each controller provided on the project to verify the proper function of each controller, control device and system component provided.
2. **Panel Verification Forms** for each control panel to document the proper installation and function of each control panel provided.
3. **Sequence of Operation Verification Forms** for each piece of controlled equipment to confirm compliance of the control system with the specified sequences of operation.
4. Not providing proper documentation for each control devices, panel, or system, upon request by the engineer or owner’s representative, may require the EMCS contractor to re-verify the applicable systems at no additional cost to the owner.

E. After completion of the verification, the EMCS contractor shall be able to demonstrate the sequence of operations for each system to the engineer and the owner’s representative.
F. Equipment checkout sheets are to be produced by this contractor showing checkboxes and compliance with the following procedures for each piece of equipment and turned over to the owner and/or mechanical engineer.

3.5 COLORGRAPHICS

A. The colorgraphics shall be provided for the EMCS system prior to system acceptance and owner training.

B. The colorgraphics provided shall include the following as a template. Provide forward and backward links on the graphic.

1. Site plan with link to overall building plan including detached buildings. The site plan shall be referenced to an automatically updated aerial view or map view of the area such as Google Maps or Bing Maps. Provide link to proceed to the overall building floor plan.

2. The overall building plan shall indicate space temperature conditions referenced by the color of the zone. Specific details of the zone temperatures and equipment are not required. Provide a link to the floor plan wings, upper floors and remote buildings.

3. The floor plan colorgraphics shall indicate the space temperatures by color references. Additional information shall indicate the space temperature, the occupancy of the zone, air handling units, VAV terminals and ductwork with diffusers. A link at each terminal unit or AHU shall automatically connect the system operator to the equipment colorgraphic.

4. The colorgraphics for the equipment shall as a minimum be equal to the points from the input/output summary or control schematic. Primary control devices as required by the sequences of operation shall also be provided.

5. Control points from equipment that are integrated into the EMCS via BACnet shall be provided to convey the operating conditions of the attached equipment. Coordination of the integration points shall be accomplished during the submittal phase. The EMCS contractor shall provide a list of all integrated points on their submittal.

3.6 CONTROL SYSTEM DEMONSTRATION AND ACCEPTANCE

A. Startup testing documentation: Prepare the checklist documenting startup testing of each input and output device, with technician's initials and date certifying each device has been tested and calibrated prior to acceptance testing. This document shall indicate proof that the following functions have been commissioned and shall be included in the as-built documentation: short to ground check, configuration of trends, confirmation that colorgraphics are accurately representing actual systems, point to point checkout, all damper and valve actuators respond to input change, control modules are addressed and have functional descriptors, specified interlocks are functional, calibration report of all sensors, discrete outputs respond to time schedule or manual enable command.

B. Demonstration. Prior to acceptance, demonstrate the following performance tests to demonstrate system operation and compliance with specifications.
1. Engineer, owner’s representative and mechanical contractor shall be invited to observe and review system demonstration. Provide attendees at least 10 days notice.

2. Demonstration shall follow process approved as part of the submittal and shall include complete checklists and forms for each system as part of system demonstration.

3. Demonstrate actual field operation of each sequence of operation as specified. Demonstrate calibration and response of any input and output points requested by engineer or owner’s representative.

4. Demonstrate complete operation of operator interface including review of color-graphics, time schedules, trend logs, alarm notification, functionality of tablet PC operation.
   a. PID loop response. Supply graphical trend data output showing each PID loop's response to a set point change representing an actuator position change of at least 25% of full range. Trend sampling rate shall be selectable from 10 seconds to 3 minutes, depending on loop speed. Each sample's trend data shall show set point, actuator position, and controlled variable values.
   b. Demand limiting. Supply trend data output showing demand-limiting algorithm action. Trend data shall document action sampled each minute over at least a 30-minute period and shall show building kW, demand limiting setpoint, and status of set points and other affected equipment parameters.
   c. Trend logs for each system. Trend data shall indicate set points, operating points, valve positions, and other data as specified. Logs shall be accessible through system's operator interface and shall be retrievable for use in other software programs.

5. Alarms and Interlocks. Check each alarm with an appropriate signal at a value that will trip the alarm. Trip interlocks using field contacts to check logic and to ensure that actuators fail in the proper direction. Alarm verification shall include temperatures exceeding alarm threshold (high and low), fan failure safety, duct high static pressure switch, freezestat, and smoke detector shutdown.

6. Tests that fail to demonstrate proper system operation to the engineer shall be repeated after contractor makes necessary repairs or revisions to hardware or software to successfully complete each test.

C. Owner Acceptance.

1. After tests described in this specification are performed to the satisfaction of both engineer and owner’s representative, the engineer shall accept the control system as meeting completion requirements. Engineer may exempt tests from completion requirements that cannot be performed due to circumstances beyond EMCS contractor's control. Engineer shall provide written statement of each exempted test. Exempted tests shall be performed as part of warranty.

2. System shall not be accepted until completed demonstration forms and checklists are submitted and approved by the engineer.

3.7 DEMONSTRATION AND OWNER TRAINING
A. Furnish basic operator training for multiple persons on data display, alarm and status descriptors, requesting data, execution commands and log requests. Include a minimum of 16 hours: 8 hours instructor time for onsite training and 8 hours of hands on class environment training. Training sessions may be provided in 4-hour increments as approved by the owner’s representative.
   2. Change/modify time of day, holiday and override schedules.
   3. Display, create, and modify trends of system points.
   4. Update room numbers on the color-graphics.

B. Demonstrate complete and operating system to Owner. Provide written documentation listing the attendees of the specified training with sign-in sheet and training time and date.

PART 4 - SEQUENCE OF OPERATIONS

A. Refer to the Mechanical Drawings for project control schematics and sequence of operations.

END OF SECTION 23 09 63
SECTION 23 21 13 - ABOVE GROUND HYDRONIC PIPING

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

A. The requirements of the General Conditions and Supplementary Conditions apply to all work herein.

B. Section 23 02 00 - Basic Materials and Methods is included as a part of this Section as though written in full in this document.

1.2 WORK INCLUDED

A. Pipe and pipe fittings.

B. Valves.

C. Heating water piping system.

D. Chilled water piping system.

E. Condensate drain piping.

1.3 RELATED WORK

A. Section 23 05 16 – Expansion Fittings and Loops for HVAC Piping.

B. Section 23 05 29 – Hangers and Supports for Piping and Equipment HVAC.

C. Section 23 05 48 – Vibration and Seismic Controls for HVAC Piping and Equipment.

D. Section 23 05 53 – Identification for HVAC Piping and Equipment.

E. Section 23 07 19 – HVAC Piping Insulation.

F. Section 23 21 19 – Hydronic Specialties.

G. Section 26 42 00 - Cathodic Protection.

1.4 REFERENCES

A. ANSI/ASME Sec 9 - Welding and Brazing Qualifications.

B. ANSI/ASME B16.3 - Malleable Iron Threaded Fittings Class 150 and 300.
C. ANSI/ASME B31.9 - Building Services Piping.

D. ANSI/AWS A5.8 - Brazing Filler Metal.


F. ASTM A53 - Pipe, Steel, Black and Hot-Dipped Zinc Coated, Welded and Seamless.

G. ASTM A120 - Pipe, Steel, Black and Hot-Dipped Zinc Coated (Galvanized), Welded and Seamless, for Ordinary Uses.

H. ASTM B32 - Solder Metal.

I. ASTM B88 - Seamless Copper Water Tube.

1.5 REGULATORY REQUIREMENTS

A. Conform to ANSI/ASME B31.9.

1.6 QUALITY ASSURANCE

A. Foreign made pipes, valves and fittings will not be acceptable.

B. Valves: Manufacturer's name and pressure rating marked on valve body.

C. Welding Materials and Procedures: Conform to ANSI/ASME SEC 9. and applicable state labor regulations.

D. Welder’s Certification: In accordance with ANSI/ASME SEC 9.

1.7 SUBMITTALS

A. Submit product data under provisions of Division One.

B. Include data on pipe materials, pipe fittings, valves, and accessories.

C. Include welder’s certification of compliance with ANSI/ASME SEC 9.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Deliver products to site under provisions of Division One.

B. Store and protect products under provisions of Division One.

C. Deliver and store valves in shipping containers with labeling in place.
PART 2 - PRODUCTS

2.1 CHILLED AND HEATING WATER PIPING

A. Steel Pipe: ASTM A53 or A120, Schedule 40, black.

2.2 EQUIPMENT DRAINS AND OVERFLOWS

A. Copper Pipe: ASTM B88, hard drawn copper, Type L.
   2. Joints: ASTM B32, Soldered

B. CPVC Pipe: ASTM D2846, Schedule 40, wrapped with fire resistant insulation.
   3. Fittings: ASTM D2846, CPVC

2.3 FLANGES, UNIONS, AND COUPLINGS

A. Pipe Size 2 Inches and Under: 150 psig malleable iron unions for threaded ferrous piping; bronze unions for copper pipe, soldered joints.

B. Pipe Size Over 2 Inches: 150 psig forged steel slip-on flanges for ferrous piping; bronze flanges for copper piping; 1/16 inch thick preformed neoprene bonded gasket.

C. Grooved mechanical pipe couplings, fittings, valves and other grooved components may be used as an option to welding, threading or flanged methods. All grooved components shall be of one manufacturer, and conform to local code approval and/or is listed by ANSI-B-31.1, B-31.3, B-31.9, ASME, UL/ULC. FM, IAPMO or BOCA. Grooved end manufacturer to be ISO-9001 certified. Grooved couplings shall meet the requirements of ASTM F-1476. Manufacturer shall be Victaulic or approved equal. Can be utilized only in mechanical rooms or cooling tower areas.

2.4 ACCEPTABLE MANUFACTURERS - GATE VALVES

A. Milwaukee.

B. Crane.

C. Dezurik.

D. Nibco.
E. Substitutions: Under provisions of Division One.

2.5 GATE VALVES

A. Up to 2 Inches: Bronze body, bronze trim, rising stem, handwheel, inside screw, single wedge or disc, threaded ends.

B. Over 2 Inches: Iron body, bronze trim, rising stem, handwheel, OS&Y, single wedge, flanged ends.

2.6 ACCEPTABLE MANUFACTURERS - GLOBE VALVES

A. Milwaukee.

B. Nibco.

C. Stockham.

D. Dezurik.

2.7 GLOBE VALVES

A. Up to 2 Inches: Bronze body, bronze trim, rising stem and handwheel, inside screw, renewable stainless steel disc, screwed ends, with back seating capacity.

B. Over 2 Inches: Iron body, bronze trim, rising stem, handwheel, OS&Y, plug-type disc, flanged ends, renewable seat and disc.

2.8 ACCEPTABLE MANUFACTURERS - BALL VALVES

A. Milwaukee.

B. Nibco.

C. Jamesbury.

D. Dezurik.

E. Kitz.

F. Victaulic (For grooved systems only)

2.9 BALL VALVES

A. Up to 2 Inches: Bronze two piece body, 600 PSI full port, stainless steel ball and stem,
teflon seats and stuffing box ring, lever handle, and balancing stops, threaded ends.

B. Over 2 Inches: Cast steel body, chrome plated steel ball, teflon seat and stuffing box seals, lever handle, or gear drive hand wheel for sizes 10 inches (250 mm) and over, flanged.

C. Ball valves installed in insulated lines shall have stem extensions compatible with up to 2” of insulation. Extensions shall be non-metallic equal to Nibco “nib-seal”.

2.10 ACCEPTABLE MANUFACTURERS - PLUG COCKS

A. Nibco.

B. Jenkins.

C. Dezurik.

D. Milwaukee.

2.11 PLUG COCKS

A. Up to 2 Inches: Bronze body, bronze tapered plug, non-lubricated, teflon packing, threaded ends, with one wrench operator for every ten plug cocks.

B. Over 2 Inches: Cast iron body and plug, pressure lubricated, teflon packing, flanged ends, with wrench operator with set screw.

2.12 ACCEPTABLE MANUFACTURERS - BUTTERFLY VALVES

A. Milwaukee.

B. Nibco.

C. WECO.

D. Dezurik.

E. Victaulic (For grooved systems only)

F. Substitutions: Under provisions of Division One.

2.13 BUTTERFLY VALVES

A. Iron body, aluminum bronze disc, resilient replaceable seat for service to [180 degrees F] [250 degrees F] lug or grooved ends, extended neck, [infinite position lever handle with memory stop] [hand wheel and gear drive]. Valve shall be rated at full working pressure with downstream flange removed in either direction.
2.14 ACCEPTABLE MANUFACTURERS - SWING CHECK VALVES

A. Milwaukee.
B. Nibco.
C. Stockham.
D. Dezurik.
E. Victaulic (For grooved systems only)
F. Substitutions: Under provisions of Division One.

2.15 SWING CHECK VALVES

A. Up to 2 Inches: Bronze 45 degree swing disc, screwed ends.
B. Over 2 Inches Iron body, bronze trim, 45 degree swing disc, renewable disc and seat, flanged or grooved ends.

2.16 ACCEPTABLE MANUFACTURERS - SPRING LOADED CHECK VALVES

A. Milwaukee.
B. Nibco.
C. Mueller.
D. Dezurik.
E. Victaulic (For grooved systems only)
F. Substitutions: Under provisions of Division One.

2.17 SPRING LOADED CHECK VALVES

A. Iron body, bronze trim, stainless steel spring, aluminum bronze disc, screwed, grooved, wafer or flanged ends.

2.18 ACCEPTABLE MANUFACTURERS - RELIEF VALVES

A. Nibco.
B. Jenkins.
C. Dezurik.

D. Milwaukee.

E. Substitutions: Under provisions of Division One.

2.19 RELIEF VALVES

A. Bronze body, teflon seat, stainless steel stem and springs, automatic, direct pressure actuated, capacities ASME certified and labeled.

PART 3 - EXECUTION

3.1 PREPARATION

A. Ream pipe and tube ends. Remove burrs. Bevel plain end ferrous pipe.

B. Remove scale and dirt on inside and outside before assembly.

C. Prepare piping connections to equipment with flanges or unions.

D. After completion, fill, clean, and treat systems.

E. Provide extended necks for all vents, thermometer wells, pressure gauge wells, pet cocks and pete’s plugs.

3.2 INSTALLATION

A. Route piping in orderly manner, plumb and parallel to building structure, and maintain gradient.

B. Install piping to conserve building space, and not interfere with use of space and other work.

C. Group piping whenever practical at common elevations.

D. Install piping to allow for expansion and contraction without stressing pipe, joints, or connected equipment. Refer to Section 23 05 16.

E. Provide clearance for installation of insulation, and access to valves and fittings.

F. Provide access where valves and fittings are not exposed. Coordinate size and location of access doors with Division 8.

G. Slope piping and arrange systems to drain at low points. Use eccentric reducers to maintain top of pipe level.
H. Where pipe support members are welded to structural building framing, scrape, brush clean, and apply one coat of zinc rich primer to welds.

I. Prepare pipe, fittings, supports, and accessories for finish painting. Refer to Division 9.

J. Install valves with stems upright or horizontal, not inverted.

K. All grooved components (couplings, fittings, valves, gaskets, and specialties) shall be of one manufacturer.

L. Grooved manufacturer shall provide on-site training for contractor’s field personnel by a factory trained representative in the proper use of grooving tools, application of groove, and the product installation. Factory trained representative shall periodically visit the job site and inspect installation. Contractor shall remove and replace any improperly installed products.

3.3 APPLICATION

A. Use grooved mechanical couplings and fasteners only in accessible locations.

B. Install unions downstream of valves, and at equipment or apparatus connections.

C. Install brass male adapters each side of valves in copper piped system. Sweat solder adapters to pipe.

D. Install ball valves for shut-off and to isolate equipment, part of systems, or vertical risers.

E. Install plug valves for throttling, bypass, or manual flow control services.

F. Provide spring loaded check valves on discharge of condenser and chilled water pumps.

G. Use plug cocks for throttling service. Use non-lubricated plug cocks only when shut-off or isolating valves are also provided.

H. Use lug end butterfly valves to isolate equipment.

I. Provide chain operated butterfly valve for installations at 12 feet or higher.

J. Provide 3/4 inch ball (drain) valves equal to Nibco T-585-70-HC at main shut-off valves, low points of piping, bases of vertical risers, and at equipment and pipe to nearest drain.

K. Provide automatic air vents at all high points and air pockets in the system.

3.4 CONDENSATE DRAIN PIPING

A. Drain piping from each unit shall be extended to the nearest floor drain or condensate drainage system. Drains shall be of the size indicated but not less than the full size of the drain pan connections.
B. Use plugged tees in lieu of elbows.

C. Pipe shall be hard drawn copper, type "L" with wrought copper and copper alloy fittings or fire wrapped CPVC.

D. Slope all drain lines 1/8" per foot, minimum.

E. Provide auxiliary drain pan on all FCU’s above the ceiling with a water-level detection device conforming to UL 508 installed below the overflow rim of such pan. Device shall be capable of sending an alarm to the Energy Management Control System.

3.5 PIPE FABRICATION AND INSTALLATION

A. All pipes shall be cut accurately to measurements established at the site and shall be worked into place without springing or forcing.

B. Piping layout and installation shall be made in the most advantageous manner possible with respect to headroom, valve access, opening and equipment clearance, and clearance from other work. Particular attention shall be given to piping in the vicinity of equipment; layout shall be made in such manner as to preserve maximum access to the various equipment parts for maintenance.

C. All changes in directions shall be made with fittings; field bending and mitering of pipe is prohibited.

D. Air vents and air chambers shall be installed as hereinafter specified.

3.6 OFFSETS AND FITTINGS

A. Due to the small scale of the Drawings, it is not possible to indicate all offsets, fittings, etc. which may be required. The Contractor shall carefully investigate structural and finish conditions affecting the Work, and shall take such steps as may be required to meet such conditions at no additional cost to the Owner.

B. All piping shall be installed close to walls, ceilings and columns, (consistent with the proper space for covering, removal of pipe and special clearances), so as to occupy the minimum of space, and all offsets, fittings, etc., required shall be provided at no additional cost to the Owner.

3.7 SECURING AND SUPPORTING

A. All piping shall be adequately supported to line and grade, with due provisions for expansion and contraction.

B. Piping shall be supported on approved clevis type, split ring, or trapeze type hangers properly connected to the structural members of the building.

C. All insulated piping shall be fitted with suitable steel protection saddles.
D. Perforated bar hangers, straps, wire or chains will not be permitted.

3.8 ISOLATION VALVES
A. All piping systems shall be provided with line size shut-off valves located at risers, at branch connections to mains, and at other locations as indicated and required.

3.9 TESTING OF PIPING SYSTEMS
A. During the progress of the Work and upon completion, tests shall be made as specified herein and as required by Authorities Having Jurisdiction, including Inspectors, Owner or Engineer. The Engineer or duly authorized Construction Inspector shall be notified in writing at least 2 working days prior to each test or other Specification requirement which requires action on the part of the Construction Inspector.

B. Tests shall be conducted as part of this Work and shall include all necessary instruments, equipment, apparatus, and service as required to perform the tests with qualified personnel. Submit proposed test procedures, recording forms, and test equipment for approval prior to the execution of testing.

C. Tests shall be performed before piping of various systems have been covered or furred-in. For insulated piping systems, testing shall be accomplished prior to the application of any insulation.

D. All piping systems shall be tested and proved absolutely tight for a period of not less than 2 hours at a pressure of 150 psi(g) or 150% of design pressure, whichever is greater. Tests shall be witnessed by the Engineer or an authorized representative and pronounced satisfactory before pressure is removed or any water drawn off.

E. Leaks, damage or defects discovered or resulting from test shall be repaired or replaced to a like new condition. Leaking pipe joints, or defective pipe, shall be removed and replaced with acceptable materials. Test shall be repeated after repairs are completed and shall continue until such time as the entire test period expires without the discovery of any leaks, damage, or defects.

F. Wherever conditions permit, each piping system shall thereafter be subjected to its normal operating pressure and temperature for a period of no less than five 5 days. During that period, it shall be kept under the most careful observation. The piping systems must demonstrate the propriety of their installation by remaining absolutely tight during this period.

3.10 PIPE CLEANING, FLUSHING AND PURGING REQUIREMENTS AND PROCEDURES
The hydronic system shall be flushed and purged by contractor:
   a. All mains, branches and zones shall be cleaned and treated per steps indicated below.
   b. Owner/Engineer shall be given 72 hour notice prior to each step being performed.
A. Pre-flush requirements: Purpose is to get system ready for flushing and purging:

1. Piping must pass all required pressure testing and visual inspection for leaks.
2. All pumps shall be tested for rotation and properly aligned and lubricated.
3. Chemicals planning on being used must have certificate of assurance and product cut sheets presented to the owner/engineer prior to being used. All chemicals must: be approved by the state prior to being added to the system, FDA approved and meet ASTM-1384. Automotive grade chemicals are not allowed.
4. Bypass all terminal units and coils by connecting the supply and return piping together.
5. Fill entire system with clean fresh potable water.

B. The flush requirements: Purpose is to completely remove all debris, dirt and air from hydronic system.

1. Add system cleaner that contains detergent and emulsifying agents to properly remove grease, grime and other debris for steel pipe. Volume of cleaner used shall be about 10% of total volume.
2. System shall be circulated for a minimum of 48 hours with water velocities of a minimum of 5 ft/sec or greater. After completed all strainers shall be removed and cleaned thoroughly. House pumps are acceptable to circulate water.
3. The system shall be entirely drained and flushed out to remove all of the cleaner from the system as quickly as possible after cleaning to prevent debris from settling. All strainers shall be removed and thoroughly cleaned after no more dirt and cleaner is visible in the flushing water as it leaves the system.

C. Final fill:

1. All air vents shall be opened to allow air to escape during filling.
2. Reconnect all flex connections to equipment.
3. System shall be drained and filled with a local domestic/softened water mixture as required by chemical treatment supplier. System shall be filled with pressure reducing valve at the specified fill pressure.

D. Purging: Purpose is to remove all air from the system:

1. System shall be circulated for a minimum of one hour with water velocities of a minimum of 5 ft/sec or greater until all visible air is removed.

E. Final chemical addition: Purpose is to install chemicals during inhibitor as required:

1. After the above final fill and purging has been completed and accepted by the engineer/owner the final chemical addition can be done.
2. Chemical treatment shall be added to the system after thoroughly mixing water according to the manufacturer recommendations. Chemical treatment shall include inhibitors. Quantities and concentrations of inhibitor/chemicals should be applied according to manufacturer specifications and approval submittals.
3. System water shall be tested for chemical inhibitor concentrations, reserve alkalinity and PH. Reports shall be submitted to engineer/owner.
4. All records and documentation shall be kept and given to the owner upon completion.
END OF SECTION 23 21 13